

‘OPERA GARDEN’

VILLAGE KISHANPURA N.A.C. ZIRAKPUR DISTT. SAS NAGAR (MOHALI)

LUXURY APARTMENTS OF CAT -I/CAT-II/ CAT-III

AT

OPERA GARDEN

OPPOSITE SECTOR-20 (PANCHKULA) NAC ZIRAKPUR,
(AGREEMENT TO SELL)

BETWEEN

OPERA INFRA TECH & DEVELOPERS

AND

Name _____

Address _____

Tower Name _____

Flat No. _____

Floor _____

Opera Infratech & Developers

SCO 36, Sector 3, Panchkula

Tel. : 0172 – 3203835, 6573886

AGREEMENT TO SELL

THIS AGREEMENT is made at Panchkula on this _____ day of _____
200 between Opera Infratech & Developers, a firm registered with Distt.
registrar of firms Panchkula Under ref No. 13 dated 06.06.2006 and having its
office at SCO 36, Sector 3, Panchkula (hereinafter called "The seller" which
expression shall, unless excluded by or repugnant to the subject or context be
deemed to include its successors, liquidator and assigns) through its duly
Constituted Attorney/ Authorized Signatory, of the First Part,

AND

1.

2.* (to be filled up, if the unit is in the joint names)

Name of Nominee

Relationship with Applicant

Age

Sex

Address

(SELLER)

(ALLOTTEE)

‘OPERA GARDEN’ NAC ZIRAKPUR

(Hereinafter called ‘ The Purchaser’ which expression shall unless excluded by or repugnant to the subject or context be deemed to include his/her heirs, executors, administrators, legal representatives and permitted assigns) of the Second Part.

WHEREAS THE SELLER has been allowed to develop apartments building plans which are sanctioned vide Punjab Govt. Letter No. CTP (SS) PO-Y-06/1809 dated 08.12.2006 under the Punjab Apartment and Property Regulation Act, 1995 on land situated in Kishanpura NAC Zirakpur (Punjab) opposite Sector-20, Panchkula. (Hereinafter called “the said land”) with a view to develop and set up thereon the multi-storeyed Apartments known as “OPERA GARDEN.” (hereinafter called the Said Apartment).

And whereas the first party would develop and set up the said apartment of high standard. The seller has already obtained the requisite permission/sanction from the Municipal Committee. The seller has already taken over the possession of the said land, surveyed the same and the maps have been got sanctioned from the Municipal Committee. The seller will construct the said apartment known as “OPERA GARDEN.” on the said land in accordance with the permission/sanction obtained from the Municipal committee as per the provisions of Punjab Regional and Town Planning and Development Act, 1995 and the Rules and regulations framed hereunder.

AND WHEREAS the Seller has accepted the application of the purchaser dated...
and has allotted to him Apartment No.....
 on..... floor in..... tower in the said ‘OPERA GARDEN’ for
 Rs. (Rupees.....
) on installments in the said complex
 upon the terms and conditions mutually agreed by and between the parties and
 mentioned herein. The said rates are exclusive of certain other charges
 mentioned hereafter having built up Area.....

(SELLER)

(ALLOTTEE)

‘OPERA GARDEN’ NAC ZIRAKPUR

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

1. THAT the Seller has agreed to sell and the Purchaser has agreed to purchase the said Apartment as detailed below at the rate mentioned against it and upon the terms and conditions as set out hereunder and mutually agreed by and between the parties hereto.

Sale Price:

Total Cost of the Apartment Rs.

(Rupees Rs.)

Rate of down payment discount if any

Total cost of apartment.....

2. (a) That the rate mentioned in clause 1 above is inclusive of the cost of providing electric wiring and switches in the said premises, but does not include the cost of Electric fitting and fixtures, geysers, fans, electric and water meters etc., which shall be got installed by the Purchaser at his own cost.
- (b) That the electricity and water connection charges are not included in the cost of the apartment and shall be borne by the intending allottee(s). The electricity and water connection will be applied to P.S.E.B. or any other competent authority directly by the intending allottee(s) in case bulk connection is not arranged by the firm. The firm shall not be responsible in any manner for getting the same. However, if transformer is required to be affixed by the firm/seller, the allottee shall be liable to pay the charges of transformer, other allied items, fee, security amount, etc. proportionately. The allottee in any case will apply for connection to the electricity department directly.

However, in case bulk connection is obtained by the firm, the allottee shall be liable to pay the monthly electricity and water charges to the firm as per the rates fixed and bills issued by the firm to the allottee.

(SELLER)

(ALLOTTEE)

‘OPERA GARDEN’ NAC ZIRAKPUR

- (c) Provision for Car Parking, Preferential Location (if applicable), Club membership along with Power back up to be Paid extra as per annexure-II annexed herewith.
- (d) The parking space is an integral amenity of the flat/unit, the Purchaser undertakes not to sell/transfer/deal with the parking space independent of the flat. Extra parking shall be sold at the sole discretion of the firm /seller.
- 3. The above price is inclusive of External Development Charges (EDC) at the present rate. However in case of any increase in EDC by the Government of Punjab, such increase will be paid by the Purchaser proportionately.
- 4. The price mentioned above is firm and is not subject to any escalation towards cost of construction.
- 5. The Purchaser has applied for allotment of a Flat in the residential complex as per plans with full knowledge and subject to all the laws/notifications and rules applicable to this area which have been explained by the Seller and understood by Purchaser.
- 6. The Purchaser has satisfied himself about the interest and title of the Seller in the land on which the said residential complex is being constructed and has understood all limitations and obligations in respect thereof. The Purchaser agrees that there will not be any further investigations or objections by him in this respect.
- 7. THAT the Purchaser has already paid a sum of Rs.
(Rupees.....) at the time of application for registration for the purchase of the said premises the receipt of which the Seller hereby acknowledges and Rs...
..... Balance Amount is payable in installment plan upon acceptance of the application and execution of this agreement and the Purchaser agrees to pay the remaining sale price and all other charges as described in Schedule of payment.

(SELLER)

(ALLOTTEE)

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Upon acceptance of the application and execution of this agreement the Purchaser agrees to pay the remaining sale price and all other charges as described in schedule of payment (Annexure –II) attached with the Agreement and in the manner indicated therein.

Rs. _____ /-(Rupees
_____ will be

taken as booking amount of the said Apartment. 10% of the basic price of the flat/apartment will be considered as earnest money.

And the Purchaser shall make all payments through Demand Draft(s) or Cheque(s) payable at Chandigarh Bank only.

9. (a) That the time of payment of installment as stated in Schedule of Payment (Annexure-II) is the essence of this Agreement. It will be obligatory on the part of the Purchaser to make the payment before the due dates indicated in the Schedule of payments (Annexure-II). It shall be incumbent on the Purchaser to comply with the terms of payment and other terms and conditions of sale, failing which he shall forfeit to the Seller the entire amount of earnest money, and the Agreement of sale shall stand cancelled without any further reference to the Purchaser and the purchaser shall be left with no lien on the said premises. The amount(s), if any paid over and above the earnest money shall be refunded to the Purchaser by the Seller without any interest.
- (b) That if the purchaser opts for the down payment plan for availing the down Payment discount, the purchaser will be eligible for down payment discount only if he pays the entire due amount within 45 days from the date of Registration i.e., the entire amount must be paid by the purchaser by.....200.....
If the purchaser fails to pay the due amount within the stipulated time, then the purchaser will not be eligible for the down payment discount and then the purchaser will have to pay according to the installments plan. The purchaser shall then have to pay all the installments which may be due towards him according to the construction linked installment plan. Aforesaid switchover will be automatic and the builder will not serve any notice on the purchaser in this regard.

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10. (a) Installment call notice by the seller to the effect that installment has become due as stated above shall be final and binding. It is made clear that timely payment of installment is the essence of the contract.
- (b) In exceptional circumstances, the seller may in its sole discretion condone the delay in payment by charging interest @ 18% p.a. In the event of the seller waiving off the right of forfeiture and accepting interest on that A/C from the purchaser/Buyer, no right whatsoever would accrue to any other defaulting Apartment buyer.
11. (a) THAT the Purchaser shall not be entitled to get the name(s) of his nominees(s) substituted in his place. The Seller may, however, permit such substitution on such terms and conditions including payment of 1% of the basic price as service charges. Such an approval will be given in writing by the seller.
- (b) If, at any stage, the purchaser intends to sell his title or interest to any other person or agency, he will have to pay Rs. 25 per Sq. Ft. as service charges to the seller notwithstanding anything contained in this agreement or in any agreement which the purchaser may enter into with any financial Institution/Bank.
12. That in case of issuance of the completion certificate by Municipal Committee, release of sewerage connection, water connection and electric connection by the concerned authorities are without delay, the possession of the said apartment will be delivered by the seller to the purchaser within a period of 36 (Thirty Six) months from the date of commencement of construction of said unit or from the date of signing of this agreement, which ever is later, subject to force majeure. The Seller shall not incur any liability if it is unable to deliver the possession of the said premises by the time aforementioned, if the completion of the building(s) is delayed by reason of non-availability of steel and/or cement or other material, or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the seller, civil commotion or by reason of war, or enemy action, or earthquake or any act of God, delay in issue of completion certificate by Municipal Committee delay in release of sewerage and water connection by the concerned authority or if non-delivery of possession is as a result of any authority or for any other reason beyond the control of the Seller and in any of the aforesaid events, the seller shall be entitled to a reasonable extension of time for delivery of possession of the said premises.

(SELLER)

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(ALLOTTEE)

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13. That the possession of the said Apartment shall be delivered to the Purchaser after the same is ready for use and occupation, provided all amounts due and payable by the Purchaser upto the date of possession, are paid as stated in Schedule of Payments (Annexure-II). The Purchaser will be intimated that the said Apartment is ready and if the Purchaser fails and neglects to take the possession of the same from the seller for any reason whatsoever, the Purchaser shall be deemed to have taken possession on the expiry of the period mentioned in the notice and thereafter the said Apartment shall be at the risk and cost of the Purchaser. If the Purchaser still fails to take possession of the said Apartment he shall be liable to pay the with holding charges @ Rs.5000/- per month besides maintenance charges for the period of delay and applicable after 30 days from the date of aforesaid written notice, payable monthly.
14. THAT the Purchaser agrees and undertakes to abide by all laws, rules and regulations relating to Punjab Apartment Ownership Act, 1995.
15. THAT upon the Purchaser taking possession/deemed to have taken possession of the said Apartment, the Purchaser shall have no claim or complaint against the seller in respect of any item of work in the said Apartment as to design, specifications, building material used or for any other reason whatsoever and the said claim, if any, shall be deemed to have been waived off. After taking possession, the Purchaser shall be entitled to the use and occupation of the said apartment without any interference from the Seller or any body claiming through or under it but subject to terms and conditions.
16. THAT the Purchaser agrees not to use the said apartment or permit the same to be used for any purpose other than the purpose sanctioned by the Municipal Committee or use for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other apartments in the building or for any illegal or immoral purposes or store in the said premises any goods of hazardous or combustible nature which are so heavy as to affect the construction of the structure of the said premises and/or the building in which the said Apartment is located or in any manner interfere with the use thereof or of space, passages or amenities available for common use, or in any way affect the environment of common facilities like lights, etc.

(SELLER)

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(ALLOTTEE)

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17. The building/complex in which the flat applied for is located shall be subject to Punjab Apartment Ownership Act, 1995 or any statutory enactment's or modifications thereof. The common areas and facilities and undivided interest of each Apartment owner in the common areas and facilities as specified by the Seller in the declaration to be filed by the Seller in compliance with 1995 Act Supra shall be conclusive and binding upon the Apartment Owner and the Purchaser agrees and confirms that his/her right, title and interest in the Apartment shall be limited to and governed by what is specified by the Seller in the said declaration.
18. The Purchaser shall be bound with the maintenance agreement of the Seller and shall deposit his/her share of maintenance charges as demanded by the seller or its maintenance agency from time to time. The sum as required will be deposited by the purchaser as maintenance security before taking possession of the apartment. They will also be liable to sign such Agreement as desired by maintenance agency. Such Agreement shall be treated as part and parcel of this Agreement to Sell.
19. That the Purchaser agrees to pay on demand taxes/cess/fee of all and any kind whatsoever, whether levied or leviable now or in future, on land and/or building(s), as the case may be from the date of possession of the Unit and till such time as each Unit is not separately assessed for such taxes for the land and/or building(s), the same shall be payable and be paid by the Purchaser in proportion to the area of his/her premises. Such apportionment shall be made by the Seller or any other agency, as the case may be, and the same shall be conclusive, final and binding upon the Purchaser. The Purchaser shall deposit with the concerned authority, as and when required, security deposit in respect of water and electric meters and shall also bear the expenses for installation, etc. of the said meters.
20. That the Purchaser shall pay, as and when demanded by the Seller, the Stamp Duty, Registration Charges and all other incidental and legal expenses for execution and registration of Sale deed/Conveyance Deed in favour of the Purchaser, in respect of the said Apartment which shall be executed and got registered after receipt of the full price, other dues and the said charges and expenses from the Purchaser. The Sale deed/Conveyance Deed shall contain terms and conditions contained herein and such additional terms and conditions as are considered

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proper by the Seller. The Purchaser shall not object to any such terms. The Purchaser undertakes to execute the sale deed within thirty (30) days from the date of seller intimating in writing to the Purchaser to get the sale deed registered.

21. The Purchaser shall get his complete address registered with the Seller at the time of execution of this Agreement and it shall be his/her responsibility to inform the Seller by Registered A.D. letter about all subsequent changes, if any, in his/her address, failing which, all notices and letters posted at the first registered address will be deemed to have been received by him/her in time when those would ordinarily reach such address and the Purchaser will be fully liable for any default in payment and other consequences that might occur therefrom. The address given in the application for registration of Apartment shall be deemed to be the registered address of the Purchaser until the same is changed in the manner aforesaid.
22. THAT in case there are joint Purchasers, all communications shall be sent by the Seller to the Purchaser whose name appears first and at the address given by him/her shall for all purposes be considered as served on all the Purchasers and no separate communication shall be necessary to the other named Purchaser(s), the purchaser has agreed to this condition of the Seller.
23. THAT the Purchaser, if resident outside India, shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Regulation Act, 1973 and other applicable laws including that of remittance of payment(s) and for acquisition of the immovable property in India.
24. THAT failure of either party to enforce at any time, or for any period of time the provisions hereof shall not be constructed to be a waiver of any of the provisions or of the right thereafter to enforce each and every provision.
25. THAT this Agreement shall be subject to force majeure conditions such as earthquake, strikes, lockouts, any act of God and/or any other factor beyond the control of the seller. It is also subject to such Government regulations/default by the Purchaser against any financial institutions as may be in force from time to time.

(SELLER)

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(ALLOTTEE)

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26. All disputes and differences arising out or in any way, touching or concerning this agreement (Except as to any matter, decision of which is expressly provided in the contract), shall be referred to the sole arbitration of the Partner of the seller firm or his nominee. It will be no objection to such appointment if present appointee is an employee of the firm or that he had to deal with the matter to which the contract relates or that in course of employment such appointee had expressed views on all or any of the matter in dispute of any of the matter in dispute of difference. The award of the arbitrator shall be final and binding on the parties to this contract. It is the term of this contract that in the event of such arbitrator to whom the matter is being referred, is transferred or vacates his office or is unable to act for any reason, then Partner of the firm shall appoint any person, to act as an arbitrator in accordance with the terms of this contract or himself, don the mantle of arbitrator and said fresh appointee shall be entitled to proceed with the reference from the stage at which, it was left by his predecessor. The arbitrator shall have full power and authority to determine the venue of proceedings as well as the procedure for arbitration and he shall be authorized to pass a non-speaking order in case of dispute involving an amount up to Rs. 2 Lacs (Rs. Two Lacs) and no party would be entitled to challenge the award on that ground. The arbitrator is fully competent to orally hear the matter and dispose the proceedings on the basis of oral submission, affidavits and documents without recording any formal evidence.
27. That no common parts of the building will be used by the purchaser or other occupants of the said building for keeping/chaining pets, dogs, birds or for storage of cycles, motorcycles nor the common passage shall be blocked in any manner.
28. That the owner(s)/occupant(s) of the building shall have full right or access through staircase to the top terrace at all reasonable times to get the overhead tank repaired/cleaned etc. Until and unless specifically sold, the terrace rights shall rest with the seller.
29. That the Purchaser shall have, as a matter of right, right to use all common entrances, passages, staircases and other common facilities as are available in the said building.

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30. That the Apartment hereby agreed to be sold shall be kept properly repaired and in good condition by the purchaser and the Purchaser shall not do or allow to do any thing which may endanger or effect the other portions of the said building or hinder the proper and responsible use of such portions by the owners/occupants of such portions.
31. That the Purchaser shall abide by the laws, bye-laws, rules and regulations of Country and Town Planning, Punjab By Laws/Local bodies or any other concerned authorities and shall be solely responsible for any breach thereof.
32. That the area of the Apartment hereby agreed to be sold includes the area of the walls, cupboards window projections, balconies and proportionate area of staircase, passage and mummy.
33. That the house tax will be payable by the Purchaser for the said Apartment to the Municipal Committee with effect from the date on which liability of paying the house tax is fixed by the authorities for newly constructed building. However, if the assessment of the property tax is not made separately for each Apartment and a consolidated demand is made by the authorities, then in that event, each Purchaser will pay proportionate share to the Seller on the basis of the area of the apartment purchased. If, however, the said Apartment remains vacant, it will be the responsibility of the Purchaser to take action to inform to the Authorities concerned in accordance with the provisions of Law and shall keep the Seller indemnified for all the charges levied by any authorities of the Seller.

(SELLER)

(ALLOTTEE)

‘OPERA GARDEN’ NAC ZIRAKPUR

34. All proceedings for resolution of claims and for settlement of disputes and differences, arising out of or in any way, touching or concerning this agreement, shall be instituted, filed, entertained and pursued only at Panchkula to the exclusion of all other places and forums.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands at the place and on the day, month and year mentioned here above and have retained a signed copy of this agreement with themselves.

WITNESS :

1.

2.

I/We accept the Agreement on the terms and conditions mentioned herein above.

1.

(1).....

2.

(2)

Signature of Allottee (s)

(SELLER)

(ALLOTTEE)

SCHEDULE OF PAYMENTS

1. Name of the Tower :
2. Cost of Apartment :
3. Cost of Car Parking :
4. Additional Charges :
 - A
 - B
 - C

Total Cost of Apartment :

PAYMENT SCHEDULE

<u>S. NO.</u> <u>PAYMENT</u>	<u>PLAN OF</u> <u>AMOUNT</u> <u>REMARKS</u>	<u>DATE</u>
1. Booking Amount	Rs...../-	
2. Within 10 days	20% of the basic Price (including booking amount & 10% of the Basic price as earnest money.) + P.L.C. of Rs. 60,000. /-	
75% of the Basic Price in 5 installments :		
3. Within 60 days	15% of the Basic Price, i.e. Rs..... + Parking charges of Rs.75000/-	
4. Within 150 days	15% of the Basic Price, i.e. Rs. + Club membership of Rs. 25,000/-	
5. Within 240 days	15% of the Basic Price, i.e. Rs. + Power Backup charges of Rs. 55000/-	
6. Within 330 days	15% of the Basic Price	
7. Within 420 days	15% of the Basic Price	
8. Balance 5% at the time of offer of possession	Rs. /-+ any other charges as may be applicable.,	Refer point No.-2 of footnote

In case of default in payment interest @ 18% per annum shall be charged on the defaulting amount.

NOTE: -

1. PO/DD to be issued in favour of : M/s OPERA INFRATECH & DEVELOPERS.
payable at Chandigarh.
2. Cost of stamp duty and registration, documentation charges, etc. as applicable shall be extra, and shall be borne by the intending allottee(s)

(SELLER)

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(ALLOTTEE)

SPECIFICATION

LIVING/DINING/LOBBY

FLOOR	Vitrified Tiles /Marble
WALLS	Acrylic Emulsion Paint –POP
CEILING	Oil Bound Distemper & POP Moulding

BEDROOM

FLOOR	Vitrified Tiles /Marble
WALLS	Acrylic Emulsion Paint –POP
CEILING	Oil Bound Distemper & POP Moulding Cornice + Master Bed Room Wooden Flooring + Cupboard

BALCONY

M.S. Railing/Ceramic Tiles

TOILETS

FLOOR	WALL TILES UPTO CEILING IN TOILET Anti-Skid Tiles European W/C Seat, Towel Rail, Soap Dish, Mirror
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KITCHEN

FLOOR	MODULAR KITCHEN WITH CHIMNEY Anti-Skid Ceramic Tiles
WALLS	Glazed Tiles upto Two feet above Counter & Emulsion Paint in remaining
FIXTURE/FITTING	Granite Counter with Stainless Steel Sink

DOORS

Seasoned Hardwood Frames with European Style

WINDOWS

Powder Coated/Anodized Aluminium Glazing

STORE

Ceramic Tiles, O.B.D. (Wall)

SERVANT ROOM

Ceramic Tiles (Floor) & O.B.D. (Wall)

ELECTRIC WIRING: Copper Wiring, Concealed Conduits, Protective MCB, Modular Switches, Provision for sufficient power and light points in all Rooms, TV Cable and Telephone Sockets in Drawing, Dining and Bedrooms.

EARTHQUAKE RESISTANT : The complex is erected by earthquake resistant RCC framed construction with brick partition walls to ensure precise safety.

All material to be used will be of reputed companies.

(SELLER)

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(ALLOTTEE)

