

TWIN TOWERS

//SHREE GAJANAN PRASANNA//

:- AGREEMENT FOR SALE :-

THIS ARTICLES OF AGREEMENT /AGREEMENT FOR SALE IS MADE AND EXECUTED ON THIS.....DAY IN THE MONTH OF.....IN THE YEAR 2019.

BETWEEN

LEGACY TOWERS ASSOCIATES LLP

A Limited Liability Partnership firm having its office at :S. NO. 106, SB Patil Corner, Aundh Ravet Road, Pune - 412101.
PAN - AAHFL3849B
Through it's Partner and authorised Signatory

MR. SACHIN KIRANRAJ SONIGARA

Age :35 years, Occupation: Business
R/at : 201, Pune –Mumbai Road,
Chinchwad Station, Chinchwad, Pune 411 019
PAN -AROPS1112J

Hereinafter referred to as **THE DEVELOPER** (which expression unless repugnant to the context or meaning thereof shall mean and include the firm its partners for the time being constituting the firm their respective executors, administrators, successors, assigns, etc.,)

...THE PARTY OF THE FIRST PART

AND

1) MR./MRS.

Age About :-..... yrs, Occ :-
PAN–.....
R/at :-

2) MR./MRS.

Age About :-..... yrs, Occ :-
PAN–.....
R/at :-

Hereinafter referred to as the '**ALLOTTEE/S**' (which expression unless repugnant to the context or meaning thereof shall mean and include his/her heirs, executors, administrators and assigns).

...THE PARTY OF THE SECOND PART

AND

A)

M/S. BHOJAWANI INVESTMENTS

Through its Partner

1. MR. KHEMOCHNAD UTTAMCHAND BHOJAWANI

Age :46 years, Occupation: Business

R/at : S. No. 106/1, Ravet, Pune 412 101

2. MR. ANIL CHANDIRAM FERWANI

Age :48 years, Occupation: Business

R/at : A-702, 10 Kasturkunj, ICS Colony,
Pune 411 007.

B)

MRS. KIRAN CHANDU RAMANANI

Age :44 years, Occupation: Business

R/at : 'Chandrakiran' , Plot No. 8, Opposite Sukhwani Paradise,
Pimpri, Pune 411 017.

C)

1.MR. KISAN SHANKAR BHONDAVE

Age :68 years, Occupation: Agriculturalist

1a. MRS. YAMUNABAI KISAN BHONDAVE

Age :62 years, Occupation: Housewife

1a1. MR. ASHOK KISAN BHONDAVE

Age :45 years, Occupation: Agriculturalist

1a2. MRS. BEBI ASHOK BHONDAV

Age :35 years, Occupation: Housewife

1a3. MISS. NIKITA ASHOK BHONDAVE

Age :15 years, Occupation: Education

1a4. MASTER SANKET ASHOK BHONDAVE

Age :11 years, Occupation: Education

No. 1a3 & 1a4 through their Natural Guardian Father No. 1a1 Mr. Ashok
Kisan Bhondave

1b. MR. SANJAY KISAN BHONDAVE

Age :40 years, Occupation: Agriculturalist

1b1. MRS. SANGITA SANJAY BHONDAVE

Age :32 years, Occupation: Housewife

1b2. MASTER. ANIKET SANJAY BHONDAVE

TWIN TOWERS

Age :9 years, Occupation: Education

1b3. MISS. SANIKA SANJAY BHONDAVE

Age :6 years, Occupation: Education
All r/at : At Post Ravet, Tal. Haveli, Dist. Pune.

2. MRS. USHA SHANKAR BHEGADE

Age :31 years, Occupation: Housewife
R/at : Talegaon Dabhade, Tal. Maval, Dist. Pune

3. MRS. SUNITA LAHU THAKUR

Age :35 years, Occupation: Housewife
R/at : At Post Ravet, Tal. Haveli, Dist. Pune

4. MR. SUDAM SHANKAR BHONDAVE

Age :65 years, Occupation: Agriculturalist

4a. MRS. SHANTABAI SUDAM BHONDAVE

Age :57 years, Occupation: Housewife

4a1. MR. VIJAY SUDAM BHONDAVE

Age :38 years, Occupation: Agriculturalist

4a2. MRS. SUREKHA VIJAY BHONDAVE

Age :29 years, Occupation: Housewife

4a3. MASTER. SAHIL VIJAY BHONDAVE

Age :8 years, Occupation: Education

4a4. MISS. SANSKRUTI VIJAY BHONDAVE

Age :6 years, Occupation: Education
NO. 4a3 & 4a4 through their natural guardian father No. 4a1. Mr. Vijay Sudam Bhondave

4b. MR. BALASAHEB SUDAM BHONDAVE

Age :34 years, Occupation: Agriculturalist

4b1. MRS. MANGAL BALASAHEB BHONDAVE

Age : 28 years, Occupation: Housewife

4b2. MISS.SAKSHI BALASAHEB BHONDAVE

Age :8 years, Occupation: Education

4b3. MASTER SOHAM BALASAHEB BHONDAVE

Age : 5 years, Occupation: Education
No. 4b2 & 4b3 through their natural guardian father No. 4ba1.
Mr. Balasaheb Sudam Bhondave

All r/at : At Post Ravet, Tal. Haveli, Dist. Pune.

5. MRS. ANITA SHANTARAM BHIVARE

Age :36 years, Occupation: Housewife
R/at :Alandi Devachi, Tal. Khed, Dist. Pune

6. MR. ARUN SHANKAR BHONDAVE

Age :48 years, Occupation: Agriculturalist

6a. MRS. SUNITA ARUN BHONDAVE

Age :40 years, Occupation: Housewife

6a1. MASTER ASHITOSH ARUN BHONDAVE

Age :15 years, Occupation: Education

6a2. MISS. ARPITA ARUN BHONDAVE

Age :13 years, Occupation: Education
No. 6a1 & 6a2 through their natural guardian father
Mr. Arun Shankar Bhondave
All r/at : At Post Ravet, Tal. Haveli, Dist. Pune

D) M/s. ALPINE HOMES

A Registered Partnership Firm
O/at : Jay Ganesh Vision, Akurdi, Pune
Through it's Partner

MR. RAJESH KANKRAJ PATANI

Age :38 years, Occupation: Business

All through their Power of Attorney Holder

LEGACY TOWERS ASSOCIATES LLP

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office at : S. NO. 106, SB Patil Corner,
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R/at : 201, Pune –Mumbai Road,
Chinchwad Station, Chinchwad, Pune 411 019
PAN -AROPS1112J

Hereinafter called and referred to as '**THE CONSENTING PARTY**' (which expression unless context to the contrary shall mean and include their legal heirs, executors, administrators, agents, managers and assigns, etc.)

...PARTY OF THE THIRD PART

I) S. No. 106 Hissa No. 1 admeasuring about 00 H. 30 R

It appears that the land admeasuring about 3000 Sq. mtrs. out of S. No. 106 Hissa No. 1 belonged to Mr. Dhondu Vithu Bhondave prior to the year 1944.

It appears that Mr. Dhondu Vithu Bhondave died on 04/08/1980 leaving behind him Smt. Jijabai Dhondu Bhondave (Widow), Mr. Namdeo Dhondu Bhondave (Son), Mr. Bhalchandra Dhondu Bhondave (Son), Mrs. Seetabai Narayan Thakur (Daughter) and Mrs. Subhadrabai Nivrutti Kute (Daughter) as his legal heirs.

It appears that the said Smt. Jijabai Dhondu Bhondave died on 12/10/1993 leaving behind her Mr. Namdeo Dhondu Bhondave (Son), Mr. Bhalchandra Dhondu Bhondave (Son), Mrs. Seetabai Narayan Thakur (Daughter) and Mrs. Subhadrabai Nivrutti Kute (Daughter) as her legal heirs.

That there after the said Mrs. Seetabai Narayan Thakur and Mrs. Subhadrabai Nivrutti Kute release their rights, title and interest of the aforesaid land in favour of Mr. Namdeo Dhondu Bhondave and Mr. Bhalchandra Dhondu Bhondave vide Release Deed. In furtherance of the same the names of Mrs. Seetabai Narayan Thakur and Mrs. Subhadrabai Nivrutti Kute were deleted from the 7/12 extract of the Survey No. 106/1 vide mutation entry No. 4372.

It appears that partition took place between Mr. Namdeo Dhondu Bhondave and Mr. Bhalchandra Dhondu Bhondave vide Partition Deed dated 01/03/2001, which is duly registered in the office of Sub-Registrar Haveli No. 5 at Serial No. 1982/2001 and accordingly S. No. 106/1 admeasuring about 3000 sq. mtrs. came to the share of Mr. Namdeo Dhondu Bhondave. In furtherance of the same the name of Mr. Namdeo Dhondu Bhondave was mutated on the 7/12 extract of the S. No. 106/1 vide mutation entry No. 5937.

It appears that the said Mr. Namdeo Dhondu Bhondave (HUF), Mr. Sharad Namdeo Bhondave, Mrs. Sushila Sharad Bhondave, Ranjeet Sharad Bhondave, Deepak Sharad Bhondave through his natural guardian Mr. Sharad Namdeo Bhondave, Mr. Chandrakant Namdeo Bhondave, Mrs. Chitra Chandrakant Bhondave, Tejas Chandrakant Bhondave, Amruta Chandrakant Bhondave through their natural guardian Mr. Chandrakant Namdo Bhondave, Mrs. Nalini Suresh Vaghare and Mrs. Asha Chintaman Kaspate assigned the development rights of the land admeasuring about 3000 sq. mtrs. out of the S.No.106/1 in favour of M/s. Bhojwani Mittal Construction vide Development Agreement dated 16/04/2007 which is duly registered in the office of Sub-Registrar Haveli No. 17 at serial No. 3656/2007 and Power of Attorney dated 16/04/2007, which is duly registered in the office of Sub-Registrar Haveli No. 17 at serial No. 3657/2007.

It appears that thereafter the said Mr. Namdeo Dhondu Bhondave (HUF), Mr. Sharad Namdeo Bhondave, Mrs. Sushila Sharad Bhondave, Ranjeet Sharad Bhondave, Deepak Sharad Bhondave through his natural guardian Mr. Sharad Namdeo Bhondave, Mr. Chandrakant Namdeo Bhondave, Mrs. Chitra Chandrakant Bhondave, Tejas Chandrakant Bhondave, Amruta Chandrakant Bhondave through their natural guardian Mr. Chandrakant Namdo Bhondave, Mrs. Nalini Suresh Vaghare and Mrs. Asha Chintaman Kaspate through their Power of Attorney holder M/s. Bhojwani Mittal Construction with the consent of M/s. Bhojwani Mittal Construction sold the land admeasuring about 1500 sq. mtrs. out of the S.No. 106/1 to Mrs. Kiran Chandu Ramnanivide Sale Deed dated 18/03/2013 which is duly registered in the office of Sub-Registrar Haveli No. 19 at serial No. 3571/2013. In furtherance of the same the name of Mrs. Kiran Chandu Ramnani entered on the 7/12 extract of the said land.

That thereafter Mrs. Kiran Chandu Ramnani assigned the development rights of the land admeasuring about 1500 sq. mtrs. out of the S. No. 106/1 in favour of M/s. Legacy Tower, a Partnership firm vide Development Agreement dated 18/03/2013 which is duly registered in the office of Sub-Registrar Haveli No. 19 at serial No. 3575/2013 and Power of Attorney dated 18/03/2013, which is duly registered in the office of Sub-Registrar Haveli No. 19 at serial No. 3576/2013.

It appears that thereafter the said Mr. Namdeo Dhondu Bhondave (HUF), Mr. Sharad Namdeo Bhondave, Mrs. Sushila Sharad Bhondave, Ranjeet Sharad Bhondave, Deepak Sharad Bhondave through his natural guardian Mr. Sharad Namdeo Bhondave, Mr. Chandrakant Namdeo Bhondave, Mrs. Chitra Chandrakant Bhondave, Tejas Chandrakant Bhondave, Amruta Chandrakant Bhondave through their natural guardian Mr. Chandrakant Namdo Bhondave, Mrs. Nalini Suresh Vaghare and Mrs. Asha Chintaman Kaspate through their Power of Attorney holder M/s. Bhojwani Mittal Construction with the consent of M/s. Bhojwani Mittal Construction sold the land admeasuring about 1500 sq. mtrs. out of the S.No. 106/1 to M/s. Bhojwani Investments vide Sale Deed dated 18/03/2013 which is duly registered in the office of Sub-Registrar Haveli No. 19 at serial No. 3572/2013. In furtherance of the same the name of M/s. Bhojwani Investments entered on the 7/12 extract of the said land.

It appears that thereafter the said M/s. Bhojwani Investments assigned the development rights of the land admeasuring about 1500 sq. mtrs. out of the S. No. 106/1 in favour of M/s. Legacy Tower, a Partnership firm vide Development Agreement dated 18/03/2013 which is duly registered in the office of Sub-Registrar Haveli No. 19 at serial No. 3577/2013 and Power of Attorney dated 18/03/2013, which is duly registered in the office of Sub-Registrar Haveli No. 19 at serial No. 3578/2013.

II) S. No. 106 Hissa No. 2 admeasuring about 00 H. 26.25 R

That it appears that the land admeasuring about 2800 sq. mtrs. of S. No. 106 Hissa No. 2 belonged to Mr. Dagadu Raghu Bhondave since the year 1934. It appears that Mr. Dagadu Raghu Bhondave died 29/12/1936 leaving behind him Mr. Shankar Dagadu Bhondave as his legal heirs. In furtherance of the same the name of Mr. Shankar Dagadu Bhondave (HUF) was mutated on 7/12 extract of the aforesaid land vide mutation entry No. 491.

It appears that thereafter the said Mr. Shankar Dagadu Bhondave died 05/12/1976 leaving behind him Mr. Kisan Shankar Bhondave (Son), Mr. Sudam Shankar Bhondave (Son) and Mr. Arun Shankar Bhondave (Son) as his legal heirs. In furtherance of the same their names were mutated on the 7/12 extract of the aforesaid land vide mutation entry No. 3530.

It appears that thereafter the said Mr. Kisan Shankar Bhondave, Mrs. Yamunabai Kisan Bhondave, Mr. Ashok Kisan Bhondave, Mrs. Bebi Ashok Bhondave, Nikita Ashok Bhondave, Sanket Ashok Bhondave through their natural guardian Mr. Ashok Shankar Bhondave, Mr. Sanjay Kisan Bhondave, Mrs. Sangeeta Sanjay Bhondave, Aniket Sanjay Bhondave, Sanika Sanjay Bhondave through their natural guardian Mr. Sanjay Kisan Bhondave, Mrs. Usha Shankar Bhegade, Mrs. Sunita Lahu Thakur, Mrs. Sudam Shankar Bhondave, Mrs. Shantabai Sudam Bhondave, Mrs. Vijay Sudam Bhondave, Mrs. Surekha Vijay Bhondave, Sahil Vijay Bhondave, Sanskruti Vijay Bhondave through their natural guardian Mr. Vijay Sudam Bhondave, Mr. Balasaheb Sudam Bhondave, Mrs. Mangal Balasaheb Bhondave, Sakshi Balasaheb Bhondave, Soham Balasaheb Bhondave, Mrs. Anita Shantaram Bhivare, Mr. Arun Shankar Bhondave, Mrs. Sunita Arun Bhondave, Ashitosh Arun Bhondave, Arpita Arun Bhondave through their natural guardian Mr. Arun Shankar Bhondave agreed to sell the aforesaid land to Mr. Khemo Uttamchand Bhojwani and Alpine Homes through its partner Mr. Sachin Suresh Jain vide Memorandum of Understanding dated 24/07/2011.

It appears that thereafter the said Mr. Kisan Shankar Bhondave, Mrs. Yamunabai Kisan Bhondave, Mr. Ashok Kisan Bhondave, Mrs. Bebi Ashok Bhondave, Nikita Ashok Bhondave, Sanket Ashok Bhondave through their natural guardian Mr. Ashok Shankar Bhondave, Mr. Sanjay Kisan Bhondave, Mrs. Sangeeta Sanjay Bhondave, Aniket Sanjay Bhondave, Sanika Sanjay Bhondave through their natural guardian Mr. Sanjay Kisan Bhondave, Mrs. Usha Shankar Bhegade, Mrs. Sunita Lahu Thakur, Mrs. Sudam Shankar Bhondave, Mrs. Shantabai Sudam Bhondave, Mrs. Vijay Sudam Bhondave, Mrs. Surekha Vijay Bhondave, Sahil Vijay Bhondave, Sanskruti Vijay Bhondave through their natural guardian Mr. Vijay Sudam Bhondave, Mr. Balasaheb Sudam Bhondave, Mrs. Mangal Balasaheb Bhondave, Sakshi Balasaheb Bhondave, Soham Balasaheb Bhondave, Mrs. Anita Shantaram Bhivare, Mr. Arun Shankar Bhondave, Mrs. Sunita Arun Bhondave, Ashitosh Arun Bhondave, Arpita Arun Bhondave through their natural guardian Mr.

Arun Shankar Bhondave with the consent of Mr. Khemo Uttamchand Bhojwani and Alpine Homes through its partner Mr. Sachin Suresh Jain assigned the development rights of the land admeasuring about 2625 sq. mtrs. out of the S. No. 106/2 in favour of M/s. Legacy Tower, a Partnership firm vide Development Agreement dated 09/03/2012 which is duly registered in the office of Sub-Registrar Haveli No. 17 at serial No. 2537/2012 and Power of Attorney dated 09/03/2012, which is duly registered in the office of Sub-Registrar Haveli No. 17 at serial No. 2538/2012.

III) S. No. 106 Hissa No. 3 admeasuring about 00 H. 25 R

It appears that the aforesaid land belong to Mr. Kashiram Ganpati Bhondave since the year 1943.

It appears that thereafter partition took place between Mr. Kashiram Ganpati Bhondave and Mr. Atmaram Ganpati Bhondave vide Partition Deed dated 08/02/1943 and accordingly S. No. 106/3 admeasuring about 2500 sq. mtrs. came to the share Smt. Bhagubai alias Yamunabai Sitaram Londhe. In furtherance of the same her name was mutated on 7/12 extract of the aforesaid land vide mutation entry No. 619.

It appears that the said Mr. Kashiram Ganpati Bhondave died on 21/08/1962 leaving behind him Mrs. Savitribai Balurao Bodake (daughter) and Mrs. Seetabai Govind Kalje (daughter). In furtherance of the same their names were mutated on other rights column in 7/12 extract a simple tenant of the aforesaid land vide mutation entry No. 1105.

It appears that thereafter the said Smt. Bhagubai alias Yamunabai Sitaram Londhe died on 05/08/1991 leaving behind her Mr. Shaligram Sitaram Londhe (Son) and MR. Sarottam Sitaram Londhe (Son) as legal heirs. In furtherance of the same their names were mutated on 7/12 extract of the aforesaid land vide mutation entry No. 4546.

It appears that thereafter the said Mrs. Savitribai Balurao Bodake died on 03/07/1989 and the said Mrs. Seetabai Govind Kalje died on 28/04/1998 leaving behind Mr. Govind Vaman Kalje (husband), Mr. Jalindar Govind Kalje (Son) and Mr. Machindra Govind Kalje (Son) as her legal heirs. Mr. Machindra Govind Kalje died on 12/09/1992 leaving behind him Smt. Kavita Machindra Kajle (Widow), Mr. Nikhil Machindra Kalje (Son) as his legal heirs. In furtherance of the same their names were mutated on other rights column in 7/12 extract as simple tenant of the aforesaid land vide mutation entry No. 6261.

It appears that thereafter the said Mr. Govind Vaman Kalje died on 15/06/2005 leaving behind him Mr. Jalindar Govind Kalje (Son) and Late Machindra Govind Kalje (predeceased son) his legal heirs Smt. Kavita

Machindra Kajle (Widow/daughter in law), Mr. Nikhil Machindra Kalje (Son/Grandson) as his legal heirs.

It appears that thereafter the said Mr. Shaligram Sitaram Londhe and others agreed to sell the aforesaid land to M/s. Alpine Homes vide Agreement to Sale dated 02/07/2010, which is duly registered in the office of Sub-Registrar Haveli No. 5 at serial No. 6953/2010 and Power of Attorney dated 03/07/2010 which is duly registered in the office of Sub-registrar Haveli No. 5 at serial No. 6954/2010.

It appears that the said Mr. Jalindar Govind Kalje and others as simple tenant was deleted (Poklist) as per order dated 08/02/2011, in case No. TNC/SR/46/2010 issued by Tahasildar. In furtherance of the same their name were deleted from 7/12 extract of the aforesaid land vide mutation entry No. 7686.

It appears that thereafter the said which is said Mr. Shaligram Sitaram Londhe and others sold the aforesaid land to M/s. Alpine Homes vide Agreement to Sale Deed dated 29/04/2011, which is duly registered in the office of Sub-Registrar Haveli No. 5 at serial No. 3982/2011. In furtherance of the same its name was mutated on 7/12 extract of the aforesaid land vide mutation entry No. 7758.

It appears that the said M/s. Alpine Homes assigned the development rights of the aforesaid land in favour of M/s. Legacy Towers, a Partnership firm vide Development Agreement dated 07/06/2012, which is duly registered in the office of sub-Registrar Haveli No. 17 at serial No. 5631/2012 and Power of Attorney dated 07/06/2012 which is duly registered in the office of Sub-Registrar Haveli No. 17 at serial No. 5632/2012.

That in the aforesaid manner the said M/s. Legacy Towers, a Partnership firm has acquired the development rights of the said land.

It appears that there after M/s. Legacy Towers through its partner Mr. Sumit Vinod Bansal as a power of attorney holder of land owner Mr. Namdev Dhondu Bhondve and others handed over the possession of the land admeasuring about 123.75 sq. mtrs. reserved for road out of S. No. 106/1, 106/2 & 106/3. And executed Taba Pawati in favour of Pimpri Chinchwad Municipal Corporation vide Registration No. 1598/2014 registered at Haveli No. 24 on 06/03/2014. The name of Pimpri Chinchwad Municipal Corporation entered on the 7/12 extract of the said land vide mutation entry No. 8847.

It appears that there after M/s. Legacy Towers, a Partnership firm has decided to construct ownership building on the said land, hence amalgamated the said land and prepared the layout of said land and building plans. The said layout and building plans are sanctioned by Pimpri

Chinchwad Municipal Corporation vide it's No. B.P./Layout/Ravet/62/13 on 27/11/2013. Same is revised vide Commencement Certificate No. B.P./Ravet/50/2016 dated 02/06/2016. Same is again revised vide Commencement Certificate No. B.P. /Ravet/98/2016 dated 28/12/2016.

It appears that there after M/s. Legacy Towers, a Partnership firm has applied to Collector Pune for Non Agricultural use of the said land. The Collector, Pune vide its order bearing No. PMH/NA/SR/102/14 dated 1/03/2016 granted NA permission to the said land.

It appears that there after the partners of M/s. Legacy Towers, a Partnership firm namely Mr. Sumeet Vinod Bansal , Mr. Suresh Shivnarayan Bansal and Mr. Vinod Shivnarayan Bansal retired from the Partnership firm and Mr. Yogesh Nagraj Jain, Mr. Sachin Kiranraj Sonigara, Mr. AtulNagraj Jain, Mr. Amit Nagraj Jain, Mr. Divesh Vinod Jain, Mr. Amit Vinod Jain, Mr. Vinay Dindayal Gupta, Mr. Rajiv Ramesh Sonigara and Mr. Kiranraj Kesarimal Sonigara has been admitted as a new partners of the said M/s. Legacy Towers, a Partnership firm. Hence the Retirement Cum Admission cum Reconstitution Agreement executed between the retired partners and newly admitted partners on 06/12/2017. Same is Notarised by Adv. Shrikant K. Kadam at notary Sr. No. 79/2017 on 06/12/2017.

It appears that there after the partners of M/s. Legacy Towers, a Partnership firm convert the partnership firm into Limited Liability Partnership Firm namely Legacy Towers Associates LLP on 14/12/2017. The Agreement of Limited Liability Partnership is executed between the partners on 16/01/2018. Same is Notarised by Adv. Anand H. Jawalkar at notary Sr. No. 397/2018 on 20/01/2018. Thereafter they executed a Supplementary Limited Liability Partnership Agreement which is duly signed by all the partners and Notarised by Adv. Anand H. Jawalkar vide No. 1820/2018 on 01/03/2018.

In this manner Legacy Towers Associates LLP has acquired the development rights of the said land.

AND WHEREAS by virtue of the Development Agreement the Promoter /Developer / vendor alone has the sole and exclusive right to sell the units in the said buildings to be constructed by the Promoter /Developer /vendor on the said property and to enter into agreement/s for sale with the suitable purchaser/s of the units and receive sale price in respect of them.

AND WHEREAS Promoter/ Developer /Vendor has decided to construct multi-storied residential units and commercial shops and offices. And to form an Association of Apartments /Society of all flat purchasers of the buildings/project as the case may be.

AND WHEREAS Promoter has appointed Shitesh Agarwal Architect & Pvt. Ltd. having it's office at :-Artisans House, Plot No. 440A, Golkhale Cross Road, Model Colony, Pune an Architect firm as this Architect and entered in to a contract in the form prescribed by Council of Architects of India to prepare drawings, layout etc. & supervise the work of project till completion and to do all the work as per contract or till the promoter desires so. And plans and drawings were prepared by Licensed Engineer Mr. Vinod Chitnis and Mr. Viraj Tagare and Architect duly registered vide No. CA/2005/35394 issued certificate.

AND WHEREAS Promoter has appointed Ruikar & Associates as R.C.C. Consultant having it's office at :- 11 Bhosale House, F.C. Road, Shivajinagar, Pune to supervise all the structural work as per plans sanctioned by prescribed authority which is Pimpri Chinchwad Municipal Corporation Pune till the completion of the project or promoter desires so.

AND WHEREAS Promoter appointed Adv. Savita Bapu Avaghade who took search of the record and issued Title Certificate to that effect.

AND WHEREAS as per 7/12 extract Promoter has Development rights in respect of the total land admeasuring about 00 H. 81.25 R.

AND WHEREAS the Promoter proposes to develop the said land in Phases as per sanctioned and proposed plans by the PCMC time to time.

AND WHEREAS Promoter submitted all the lay out plans prepared by his above said Architect to PCMC for Phase I i.e. A & B Building and Phase II i.e. C & D Building on the land admeasuring 8012 sq. mtrs. and procured the sanction of PCMC of a layout vide its Commencement Certificate No. **BP/Layout/Ravet/98/2016** dated **28/12/2016**. The lay out consisting following details

As per lay out plan Plot Area admeasuring about 8012 sq. mtrs.

Road set back of 1084.30 sq. mtrs.

Open space admeasuring 703.83 sq. mtrs.

Residential Area 4894.04 sq. Mtrs.

Commercial Area 1522.42 sq. Mtrs.

AND WHEREAS the said sanctioned lay out in respect of the said land hereinafter referred to as "the said sanctioned lay out".

AND WHEREAS the said sanctioned layout consist 5 wings namely A & B, C & D and E wing and builder is constructing the building in phases.

AND WHEREAS the Promoter has procured sanction from Pimpri Chinchwad Municipal Corporation of the building plans in respect of the said Phase I- A & B Wings vide Commencement Certificate No. **B.P./Layout/Ravet**

/98/2016 dated **28/12/2016** and in respect of the said Phase II- C & D and E Wings vide Revised Commencement Certificate No. **B.P./Ravet /125 /2019** dated 07/09/2019 is hereby referred as "Said Project".

AND WHEREAS the said "Phase I i.e. A & B Wings and II Phase containing Wing C & D and E of Project to be implemented by the Promoter on the said part of land of the sanction layout shall be as under :

- Wing A & B having Basement Floor + Upper Basement Parking Floor+ Ground Floor shop + 1st Floor Offices + 2nd to 10th Floor + upper Terrace building containing total residential flats 69 and total Commercial tenements 24. Refuse Area and Fitness Centre on 7th Floor.
- Wing C & D having Basement Floor + Upper Basement Parking Floor+ Ground Floor shop + 1st Floor Offices + 2nd to 10th Floor + upper Terrace building containing total residential flats 69 and total Commercial tenements 24. Refuse Area and Fitness Centre on 7th Floor.

The FSI available as per rules will be consumed on the said Phase I & Phase II.

AND WHEREAS open space, internal roads and amenities to be provided shall remain common for all the phases.

Thus the A & B and C & D Wings shall have total 138 residential flats and total 48 shops/office.

AND WHEREAS the said project has been named as "**Twin Towers**" and the same will not be changed unless it is required by any law.

AND WHEREAS the Promoter has procured all the sanctions under the provisions of law from different departments, applicable to the development of the said land and implementation of the said project Phase I thereon.

AND WHEREAS in pursuant to laws under the Real Estate (Regulation and Development) Act 2016 the Promoter has registered the Project with the Real Estate Regulatory Authority vide registration No. **P52100016464** dated **11/05/2018** authenticated copy is attached in Annexure 'F';

AND WHEREAS the Promoter has displayed all the relevant details required as per Act on the website allotted to him and shall also regularly update the same as per RERA rules.

AND WHEREAS the Allottee is offered **Flat bearing No.**on the **.....Floor**, (herein after referred to as the said "Apartment/Flat") in the **A Wing of C & D type Building**(herein after referred to as the said "Wing")

being constructed in the said project, known as **TWIN TOWERS** by the Promoter.

AND WHEREAS the Allottee demanded from the Promoter and the Promoter has given inspection to the Allottee of all the documents of title relating to the said land and the plans, designs and specifications prepared by the Promoter's Architects Mr. Vinod Chitnis and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the rules made thereunder. Similarly Promoter has given inspection of Draft Agreement for Sale which is to be executed. And Promoter has allowed the Allottee to read and understand the contents given in the Agreement for Sale to be executed before execution of the said indenture.

AND WHEREAS the copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the said land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked Annexure 'A' and 'B', respectively.

AND WHEREAS the Promoters has disclosed to the Allottee that he may amalgamate the adjoining plot for construction of another Phase of the project and common amenities and internal roads remain common for which Allottee has given his irrevocable consent and no separate consent will be required. Provided the name of the Project shall not be changed.

AND WHEREAS the copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto & marked Annexure C.

AND WHEREAS the copies of the plans of the Apartment agreed to be purchased by the Allottee, as proposed by the Promoter and as approved by the concerned local authority have been annexed hereto and marked Annexure D.

AND WHEREAS the specification of the Apartment agreed to be purchased by the Allottee is particularly described in the Schedule C & the Amenities is particularly described in the Schedule D written hereunder.

AND WHEREAS the copies of Commencement as issued by the concerned local authority have been annexed hereto and marked Annexure E.

AND WHEREAS the Promoter has got some of approvals from the concerned local authority the plans, the specifications, elevations, sections and of the said Wing -A and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupation Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said land and the said building and upon due observance and performance of which only the completion or occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said sanctioned plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an **Flat No.** on **..... Floor** situated in the **Wing of C & D type Building of Phase I** being constructed by him.

AND WHEREAS the carpet area of the said Apartment is **..... square meter** and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS the parties relying on confirmation, representations and assurance of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into the Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment to the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment **and one covered car parking on Lower Basement / Upper Basement Floor.**

THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Promoter shall construct the said building/s consisting of Parking on Basement, and on upper Basement floor on the said land in accordance with

the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing from the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due change in law.

1(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Flat No.** carpet area admeasuring **sq. mtrs.** on the**Floor** in the **Wing of C & D Type Building** and **Enclosed Balcony admeasuring sq. mtrs., Terrace admeasuring sq. mtrs. and Utility Balcony admeasuring sq. mtrs.** (hereinafter referred to as "the Apartment/Flat") as shown in the Floor plan thereof hereto annexed and marked Annexure D for the consideration of **Rs./- (RupeesOnly)** including proportionate price of the common areas, M.S.E.D.C.L. charges, society formation and facilities appurtenant to the premises, (including all the charges applicable as per rules of RERA) but excluding expenses for stamp duty, registration fees, CGST & SGST or any other taxes levied by State/Central/Local/Gov./Semi Govt. or any competent authority which shall be paid by purchaser separately. The nature, extent and description of the common /limited common areas and facilities which are more particularly described in the Schedule annexed herewith and **One Covered Car Parking on Lower Basement / Upper Basement Floor** having exclusive right to use for his/her/their own vehicle.

1(b) The Allottee has paid **Rs./- (Rupees Only)** by **Cheque No.** dated drawn onas Earnest Money Deposit as application fee and the same will remain with Promoter as advance deposit interest free unsecured loan which will be adjusted in flat cost after execution of Agreement and hereby agrees to pay to the Promoter the balance amount of purchase consideration in the following manner :-

10%	On Booking
20%	On Execution of Agreement
15%	On Completion of Plinth
5%	On Casting of 2 nd Slab
5%	On Casting of 4 th Slab
5%	On Casting of 7 th Slab
5%	On Casting of 9 th Slab
5%	On Casting of Last Slab
10%	On Completion of Brickwork
5%	On Completion of Internal Plaster & Flooring
5%	On Completion of External Plaster
5%	On Completion of Electrical Fitting & Sanitary
5%	At the time of Possession

100%	TOTAL
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In the case of Allottee purchases Apartment in ready possession position or after completion certificate obtained from PCMC, above payment schedule will not apply and he has to pay total consideration within 30 days from the date of agreement.

1(c) The Total Price above excludes Taxes consisting of tax paid or payable by the Promoter by way of CGST & SGST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project and levied by State/ Central/Local/Gov./Semi Govt. or any competent authority payable by the Promoter up to the date of handing over the possession of the said Apartment.

1(d) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments. & CGST & SGST payable as per rules along with every payment.

1(e) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. Allottee has been made aware and has agreed that there may be variation in area all the three sides due to skirting and plaster not more than 5 % in this case agreed consideration will not change. If the variation is more than 5 % then the total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan.

1(f) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

1(g) If the cost exceeds Rs. 50,00,000/- or above then Allottee have to make payment after deducting of 1 % T.D.S. u/s. 194-1A and submit certificate of such deductions made at the time of taking possession. If Allottee fails to do so he has to pay an equal amount to the Promoter as deposit for the period of 4 months during which he has to submit the required certificate. In case he do not submit Certificate within the stipulated time period, Promoter shall be at liberty to utilize the amount for paying income tax.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said flat to the Allottee, obtain from the concerned local authority occupation and/or completion certificates in respect of the said Flat.

2.2 Time is the essence for the Promoter as well as for the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the said Flat to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (b) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said land is as per development rules of the corporation and Promoter has planned to utilize floating Floor Space Index as permission by Competent authority by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index as proposed to be utilized by him on the said Land in the said Project and Purchaser has agreed to purchase the said Flat based on the proposed construction and sale of flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. In case T.D.R. purchased by floating F.S.I. is found in excess Promoter shall be at liberty to utilize the same in his own discretion. The Purchaser shall not raise any objection.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay , till the handing over of the possession. The Allottee

agrees to pay to the Promoter, interest as specified in the Rule , on all the delay payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

4.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall t his own option, may terminate this Agreement, but this option cannot be invariably adopted.

Provided that, the Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (Subject to adjustment and recovery of any agreed liquidated damages or any other amount which may payable to Promoter) within a period of thirty days of the termination of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particulars like brand, or price range (if unbranded)to be provided by the Promoter in the said building and the Apartment are those that are set out in Annexure annexed hereto.

6. The Promoter shall give possession of the Apartment of A & B Wingto the Allottee on or before31st March 2022. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 6 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid,

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of

building in which the Apartment is to be situated is delayed on account of force majeure—

- (i) non-availability of steel, other building material, water or electric supply, labour strikes, etc ;
- (ii) war, civil commotion or act of God ;
- (iii) any notice, order, rule, notification of the Government and/or other public or competent authority.

7.1 Procedure for taking possession

The Promoter, upon obtaining the Occupancy Certificate/Completion Certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate/Completion Certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the Promoters giving written notice to the Allottee intimating that the said Apartments are ready for use and occupation:

7.3 Failure of Allottee to take Possession of Apartment:

Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings & such other documentation as prescribed in this Agreement, and payment of all the dues payable the

Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable from the date of notice.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any defect in the Apartment or the building in which the Apartment are situated or any structural defect on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the Act. But the Promoter shall not be held responsible for any colour variation, size

variation in the marble, ceramic or granite or bear & tears occurred during taking possession and roughly use by Allottee.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking the Allottee's owned vehicle.

9. The Allottee along with other allottee (s)s of Apartments in the building shall join in forming and registering the Society or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor /Lessor/Original Owner/Promoter and/or the owners in the said land on which the building with multiple wings or buildings are constructed in this case unsold flats shall remains the property of Promoter these shall be automatically transferred to society/federation as and when these are sold.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment) of outgoings in respect of the said land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers & all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is

transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional a lump sum contribution of Rs. 1,25,000/- for 60 months towards the outgoings at the time of possession. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Total aggregate amount of the apartment including share money, application entrance fee of the Society or Limited Company/Federation/ Apex body, fees for formation and registration of the Society or Limited Company/Federation/ Apex body, proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body, Deposit towards Water, Electric, and other utility and services connection charges, deposits of electrical receiving and Sub Station provided in Layout and price of covered parking spaces and all other charges applicable as per rules of RERA, except Rs. 1,25,000/- for 60 months towards provisional lump sum contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

11. The Allottee shall pay to the Promoter proportionate share of the amount for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society / Limited Company/ Apex Body /Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing/land to be executed in favour of the said Society / Limited Company/ Apex Body /Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

i. The Promoter has clear and marketable title with respect to the said Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Land and also has

actual, physical and legal possession of the said Land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. The Promoter has obtained Project Loan from Bajaj Housing Finance Limited and mortgage the Project and shall repay the loan amount before obtaining completion certificate from Pimpri Chinchwad Municipal Corporation and before possession. It will not affect the rights of purchasers in any way. Except the above there are no encumbrances upon the project and land.

iv. There are no litigations pending before any Court of law with respect to the said Land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said Land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed d governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said Land and/or the Project except those disclosed in the title report.

14.The Allottee/s or himself/themselves with intention to bring all persons into whosoever is hands the Apartment may come, hereby covenants with the Promoter as follows :-

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes. Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee to any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assign or part with the interest etc. and payment of premium as per the Co-operative Societies Act, 1960.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said

building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupation and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the said Land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or a Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces , will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the said Land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. The Promoter has obtained Project Loan from Bajaj Housing Finance Limited and mortgage the Project and shall repay the loan amount before obtaining completion certificate from Pimpri Chinchwad Municipal Corporation and before possession. It will not affect the rights of purchasers in any way. Except the above there are no encumbrances upon the project and land.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15(Fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in office of Promoter after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Haveli, Pune.

25(a) As per letter of authorization issued by Legacy Towers Associates LLP dated 23/04/2018 Mr. Sachin K. Sonigara shall admit and execute the Agreement at the office of Registration/Assurance.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/ assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered PostA.D. or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee : -
(Allottee Address) :-
Notified Email ID :-

Promoter name :- **LEGACY TOWERS ASSOCIATES LLP**
(Promoter Address) :- S. No. 106, SB Patil Corner,
Aundh Ravet Road, Pune - 412101.

Notified Email ID :- sales.twintowers@gmail.com

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. STAMP DUTY AND REGISTRATION

The Charges towards stamp duty and registration and handling fees of this Agreement shall be borne by the Allottee.

30. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulation, thereunder.

31 GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Competent Courts will have the jurisdiction for this Agreement

32.The Allottee is fully aware that parking area allotted to him is taxable by PCMC and he will be liable to pay property tax for this area along with his area of flat/apartment assessed by PCMC along with his proportionate share in scooter and cycle parking as per PCMC rules.

Wherever the word Building and wing occurred have the same meaning.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Pune in the presence of attesting witness, signing as such on the day first above written.

SCHEDULE "A" OF THE PROPERTY

TWIN TOWERS

All that piece and parcel of land 1) admeasuring about 00H. 30 R of S. No. 106 Hissa No. 1, 2) admeasuring about 00 H. 26.25 R out of S. No. 106 Hissa No. 2, 3) admeasuring about 00 H. 25 R of S. No. 106 Hissa No. 3 situated at Village Ravet, Tal Haveli, Dist. Pune and within the jurisdiction of Joint Sub-Registrar Haveli, Pune and within the limits of Pimpri Chinchwad Municipal Corporation which is bounded as follows:

On or towards EAST :Remaining land of S.No. 106.
On or towards SOUTH : Old Aundh Pune- Mumbai Highway
On or towards WEST : Village Road
On or towards NORTH : S. No. 105

SCHEDULE “B” OF THE FLAT

PROJECT NAME	TWIN TOWERS
WING NO.	Wing of C & D type Building
FLOOR	
FLAT NO.	
CAREPET AREA OF FLAT (SQ. MTRS.)	
AREA OF ENCLOSED BALCONY (SQ. MTRS.)	
AREA OF TERRACE ATTACHED TO THE FLAT (SQ. MTRS.)	
AREA OF UTILITY BALCONY (SQ. MTRS.)	
CAR PARKING	

Along with all the common facility and common use of staircase, water connection, and common drainage line & W.C. as per the rules.

IN WITNESS WHEREOF the parties hereto have hereunto signed and subscribed their respective hands on the day and year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED By the PROMOTER/DEVELOPER AND POWER OF ATTORNEY HOLDER OF THE OWNERS above names LEGACY TOWERS ASSOCIATES LLP Through It's Partner and authorised		
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signatory MR. SACHIN KIRANRAJ SONIGARA (VENDOR)		
SIGNED, SEALED AND RECEIVED By the above named PURCHASER/S 1) (ALLOTTEE)		
SIGNED, SEALED AND RECEIVED By the above named PURCHASER/S 2)..... (ALLOTTEE)		

In presence of:-

- 1)

Signature :
Name:
Address:
- 2)

Signature :
Name:
Address:

**SCHEDULE - C
SPECIFICATIONS**

KITCHEN

- Kitchen Platform with Granite Top
- Stainless Steel Sink
- Designer Glazed Dado Tiles up to Lintel level in Kitchen
- Water Purifier provision for Drinking Water in Kitchen
- Provision for Exhaust Fan
- Concealed Plumbing in Kitchen

ELECTRICAL :

- Concealed Copper Wiring with Premium Quality Fittings, Fixtures & MCB
- Concealed FRLS – Fire Resistant Low Smoke Cable

TWIN TOWERS

- Premium Quality Modular Switches
- Ample Light Points
- AC Point in two Bedrooms.
- Centralized Cabling System for DTH and Telephones will be provided
- Common Areas will be illuminated with sufficient lighting as per requirement
- Inverter Backup

DOORS

- Laminated Entrance Door with Safety Lock/ Mortise Lock & Nameplate
- Premium Quality Fittings for Main Door
- Wooden Door Frame with Laminated Flush Door for Internal Rooms

FLOORINGS

- Vitrified tile flooring with Skirting in Living/Dinning area , all Bedrooms, Kitchen and Passage
- Ceramic Tiles for Terrace & Toilet

TOILET

- Premium Quality Chromium Plated Bathroom Fittings & Fixtures
- Marble/Granite Door Frames for Toilets
- Designer Glazed Dado Tiles in Toilets up to lintel level
- Provision for Exhaust Fan in all Bathrooms
- Solar Water Heating System for Master Bedroom Toilet only
- Glass Partition in Master Bedroom Toilet

STRUCTURE

- Earth Quake Resistance R.C.C. Structure
- RCC Frame Structure
- 125 mm thick Internal & External Wall
- Gypsum Finished Plaster for Internal Walls

EXTERNAL FINISH

- External Sand Faced Plaster with Acrylic Paint

INTERNAL FINISH

- Pleasing Shade of Emulsion Paint

TWIN TOWERS

PAINT

- Internal Paint – Pleasing Shade of Emulsion Paint
- External Paint –
 - i. Sand Faced Plaster
 - ii. Attractive Elevation
 - iii. Superior Quality Paint for External Walls

WINDOWS

- Three Track Powder Coated Aluminium Windows with Sliding Glass Shutters, Mosquito Net
- M.S. Safety Grills
- Marble/Granite Window sill
- Powder Coated Aluminium Sliding Doors for Utility & Terrace
- Aluminium Adjustable Louvered Ventilators for Toilets

SPECIAL FEATURES

- Decorative Entrance Lobby with name Board & Letter Box
- Only 4 Flats on Each Floor
- Underground Parking

SCHEDULE - D AMENITIES

- Gymnasium
- Children's play area with equipments
- Grand entrance gate with a security cabin
- Senior citizen sitting area
- Party lawns
- Table Tennis, Carom, Chess table
- CCTV cameras for safety on the main entrance
- Generator backup for common areas & lifts
- Rain Water Harvesting system
- Fire Fighting System
- Two automatic lifts for each building with generator back up
- Artificial Tropical garden with sit out on 2nd floor
- Garbage chute

TWIN TOWERS

- Internal concrete roads
- Convenience shopping
- Attractive designer entrance lobby

RECEIPT

Received of and from the Allottee above named the sum of **Rupees**
...../- (**Rupees** **Only**) on execution of this Agreement
towards Earnest Money Deposit or applicable fee.

I say received.

The Promoter /s.

LEGACY TOWERS ASSOCIATES LLP

Through It's Partner & authorised Signatory

MR. SACHIN KIRANRAJ SONIGARA