

Annexure 'A'

**Model Form of Agreement to be entered into between Promoter and Allottee(s) (See rule 10(1))
EXPLANATORY NOTE**

This Agreement made at.....this.....day of..... in the year Two Thousand and
between

YUGAL MAHESHWARI DEVELOPERS,

A partnership firm duly registered
under the provision of Indian Partnerships Act, 1932
having its office at 4th Floor, Suyash Plaza, 796/A5,
Bhandarkar Road, Deccan Gymkhana,
Pune – 411 004,
PAN: AABFY 5807 G,
Email id: yugalconstructions@gmail.com
represented through its partners,

- I. **Mr. Nandkishor Govindlal Mundada,**
Age: 51 years ; Occu.: Business & Agriculturist,
Adhar No. 3885 7614 1018
PAN: ABKPM 9863 G–
Mobile No. 9822052635

- II. **Mr. Mukesh Chandrakant Karwa,**
Age: 43 years ; Occu.: Business & Agriculturist,
Adhar No. 6539 7170 4901
PAN: ABRPK 8694 C
Mobile No. 9960434777

Hereinafter referred to as a "**SAID PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include their partners, executors and administrators and assigns.)

---- PARTY OF THE FIRST PART

AND

1. **YUGAL MAHESHWARI DEVELOPERS,**
(For itself and constituted attorney Owner No. 2 & 3)
A partnership firm duly registered
under the provision of Indian Partnerships Act, 1932
having its office at 4th Floor, Suyash Plaza, 796/A5,
Bhandarkar Road, Deccan Gymkhana,
Pune – 411 004,
PAN: AABFY 5807 G,

represented through its partners,

I. Mr. Nandkishor Govindlal Mundada,

Age: 51 years ; Occu.: Business & Agriculturist,

Adhar No. 3885 7614 1018

PAN: ABKPM 9863 G

Mobile No. 9822052635

Email id: nandmund@yahoo.co.in

II. Mr. Mukesh Chandrakant Karwa,

Age: 43 years ; Occu.: Business & Agriculturist,

Adhar No. 6539 7170 4901

PAN: ABRPK 8694 C

Mobile No. 9960434777

Email id: yugalconstructions@gmail.com

1) MRS. KALPANA SUDHIR BADAMIKA [PAN: AKR PB 0353 M],
[Aadhaar 8383 0636 2876], aged about 60 years,

2) MR.SUDHIR PANDURANG BADAMIKA [PAN: ABE PB 4428 J],
[Aadhaar 7041 0195 9806], aged about 67 years,

Hereinafter collectively referred to as the "**SAID OWNERS**" (which expression unless repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns)

---- PARTY OF THE SECOND PART

AND

1) MR./MRS.,
Age:- yrs, Occ:-
R/at:-
.....

2) MR./MRS.,
Age:- yrs, Occ:-
R/at:-
.....

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

---- PARTY OF THE THIRD PART

WHEREAS:-

- A. All that piece and parcel of (1) Land admeasuring 00 H. 3.46 R, (2) Land admeasuring 00 H. 4.41 R., (3) Land admeasuring 00 H. 4.41 R. (4) Land admeasuring 00 H. 8.40 R, (5) Land admeasuring 00 H. 4.71 R. (470.50 sq. mtrs.) and (6) Land admeasuring 00 H. 4.73 R. (472.45 sq. mtrs.), i.e. totally admeasuring 00 H. 30.12 R. out of the land bearing Survey No. 17/1/2, totally admeasuring 02 H. 13 R. assessed at Rs. 3 Rs. 90 paise, situated at Village Baner, Tal. Haveli, Dist. Pune, which is more particularly described in the **SCHEDULE-I** hereunder written and hereinafter referred to as "**SAID ENTIRE LAND**", for the sake of convenience only and same is owned by the said owners and said Promoter has every power, authority and right to develop, construct, sell, lease, mortgage, transfer and allot the tenements etc., to the intending purchasers to be constructed on the said project land.
- B. The said promoter decided to develop Land **admeasuring 00 H. 29.3924 R. i. e. 2939.24 Sq. Mtrs** out of the said Entire Land, which is more particularly described in the **SCHEDULE-II** hereunder written and hereinafter referred to as "**SAID PROJECT LAND**", for the sake of convenience only.
- C. **Flow of Title of said Entire Land as under :-**
1. The said entire land is parts of Survey No. 17/1/2. The land bearing Survey No. 17/1/2 was part of original Survey no. 17/1 and same was originally owned by Mr. Narayan Rama Dhankude. However, name of Mr. Vishnu Krushna Gokhale was recorded on 7/12 extract of the land bearing Survey No. 17/1 vide Mutation Entry No. 463. Therefore, Mr. Vishnu Krushna Gokhale has given the application to Revenue Officer for recording name of Mr. Narayan Rama Dhankude on 7/1 2 extract of the land bearing Survey No. 17/1 as owner. Accordingly, Revenue Officer passed an order and in pursuance of said order Mutation Entry No. 980 is certified to that effect and thereby name of Mr. Vishnu Krushna Gokhale deleted from 7/12 extract of the land bearing Survey No. 17/1 and name of the Mr. Narayan Rama Dhankude was recorded on 7/12 extract of the land bearing Survey No. 17/1 as owner thereof.
 2. Mr. Narayan Rama Dhankude expired in year of 1959 leaving behind him his one son namely Mr. Pandurang Narayan Dhankude and his wife namely Indubai Narayan Dhankude as his only heirs and successors to the land bearing Survey No. 17/1. Accordingly, their names were duly recorded on

7/12 extract on the land bearing survey No. 17/1 vide Mutation Entry No. 1680 as owner thereof.

3. Mr. Padurang Narayan Dhankude expired on 27/02/1976 leaving behind him only his mother namely Indubai Narayan Dhankude as his only heir and successor to his share of land out of the land bearing Survey No. 17/1. Accordingly, Mutation Entry No. 3174 is certified to that effect and thereby name of the Mr. Pandurang Narayan Dhankude is deleted from the 7/12 extract of the land bearing survey No. 17/1.
4. Smt. Indubai Narayan Dhankude executed Sale Deed dated 13/02/1986 and thereby sold and conveyed land bearing Survey no. 17/2 to Mr. Harichandra Shripatrao/ Shripati Dhankude. The said sale Deed is duly registered in the office of Sub Registrar Haveli no. 2, Pune at Serial No. 1697/1987. Accordingly, Mutation Entry No. 3176 is certified to that effect and thereby name of Smt. Indubai Narayan Dhankude is deleted from the 7/12 extract of the land bearing survey No. 17/1 and in her place name of the Mr. Harichandra Shripatrao Dhankude was recorded on 7/12 extract of the land bearing Survey No. 17/1 as owner thereof.
5. Mr. Harichandra Shripati Dhankude, Mr. Maruti Shripati Dhankude, Gulab Maruti Dhankude, Suhas Maruti Dhankude, Mr. Dhanaji Shripati Dhankude and Ramdas Dhanaji Dhankude executed Partition Deed dated 04/09/1992, in respect of the land bearing Survey No. 17/1 and their other properties. In pursuance of the said Partition Deed, land bearing Survey No. 17/1 is divided into two parts i.e. first part admeasuring 01 H. 20 R. given to the share and exclusive possession of Mr. Dhanaji Shripati Dhankude and second part admeasuring 02 H. 13 R. given to the share and exclusive possession of Mr. Harichandra Shripati Dhankude. The said Partition Deed is duly registered in the office of Sub Registrar Haveli no. 4, Pune at Serial No. 68/1992. Accordingly, Mutation Entry No. 5733 is certified to that effect and thereby 7/12 extract of Survey No. 17/1 is divided into two sub division (Hissa Number) and thereby land given to the share of Mr. Dhanaji Shripati Dhankude is given new sub division/Hissa Number as Survey No. 17/1/1 and land given to the share of Mr. Harishchandra Shripati Dhankude is given new sub division/Hissa number as Survey No. 17/1/2. Accordingly, the name of Mr. Dhanaji Shripati Dhankude was recorded on 7/12 extract of land bearing Survey No. 17/1/1 and the name of Mr. Harishchandra Shripati Dhankude was recorded on 7/12 extract of the land bearing Survey No. 17/1/2.
6. The sisters of Mr. Harishchandra Shripati Dhankude namely Smt. Bhagubai Bapusaheb Bahirat, Sau. Anusaya Shankarrao Tapkir, Late Shardabai Babanrao Chandere through heirs namely Shri Bajrang Babanrao Chandere, Ku. Vandana Babanrao Chandere and Ku. Sarika Babarao Chandere through their natural guardian father Mr. Babanrao Wadu Chandere executed Release Deed dated 26/07/1996, and thereby released their entire undivided share and other right, titles and interest out of the land bearing

Survey No. 17/1/1 and 17/1/2 and their other properties in favour of Mr. Harishchandra Shripati Dhankude, Mr. Dhanaji Shripati Dhankude and Mr. Maruti Shripati Dhankude. The said Release Deed is duly registered in the Office of Sub Registrar Haveli no. 4, Pune at Serial No. 5510/1996.

7. Shri Harichandra Shripati Dhankude, Dhananji Shripati Dhankude and Maruti Shripati Dhankude & other family members prepared private layout of land bearing Survey No. 17/1/1 and Survey No. 17/1/2, consisting of various plots. Thereafter they sold said plots out of the said layout to different persons. The details of the sold plots/area out of the said private layout out of the land bearing Survey No. 17/1/2, mutation entries, dates of sale deeds, sold area, names of the purchasers and individual area of purchasers as under :-

Sr. No	Mutation Entry No.	Sale Deed date	Sold Area H. – R.	Name of the Purchaser	Individual Area H. – R.
1	7477	26/07/1996	00 H. -13 R.	Sushasini Satish Phadke	00 H. 6.50 R.
				Mangal Chandrakant Kasat	00 H. 6.50 R.
2	7478	26/07/1996	00 H. – 20 R.	Bandopant Gundu Pandit	00 H. 10 R.
				Vivek Bandopant Pandit	00 H. 10 R.
3	7485	27/07/1996	00 H. - 20 R.	Narayan Jaganath Ghatule	00 H. 10 R.
				Vitthalrao Ganpatrao Nanekar	00 H. 10 R.
4	7486	27/06/1996	00 H. - 20 R.	Rekha Sureshbhau Junnarkar	00 H. 10 R.
				Pratima Rameshbhau Junnarkar	00 H. 10 R.
5	7487	26/07/1996	00 H. - 20 R.	Shantaram Ganpat Kule	00 H. 10 R.
				Balasaheb Ramchandra Ganganagare	00 H. 10 R.
6	7488	26/07/1996	00 H. - 20 R.	Ratnamala Vilashbhau Junnarkar	00 H. 10 R.
				Rajendra Damodar Kale	00 H. 10 R.
7	7489	26/07/1996	00 H. - 20 R.	Dattasheth Baburao Kale	00 H. 10 R.
				Suhas Baburao Kale	00 H. 10 R.
8	7490	26/07/1996	00 H. - 20 R.	Indubai Maruti Gurade	00 H. 10 R.
				Jagannath Maruti Gurade	00 H. 10 R.
9	7491	26/07/1996	00 H. - 20 R.	Shaila Balasaheb Horne	00 H. 10 R.

Sr. No	Mutation Entry No.	Sale Deed date	Sold Area H. – R.	Name of the Purchaser	Individual Area H. – R.
				Laxman Bhanudas Khalge	00 H. 10 R.
10	7494	26/07/1996	00 H. - 20 R.	Annasaheb Nanabhau Nanekar	00 H. 10 R.
				Shilabai Balkrushna Pawar	00 H. 10 R.
11	7495	26/07/1996	00 H. - 20 R.	Bajirao Balkrushna Pawar	00 H. 10 R.
				Panjabrao Balkrushna Pawar	00 H. 10 R.

In pursuance of the above mentioned Sale Deeds, names of above purchasers were duly recorded on the 7/12 extract as mentioned hereinabove vide Mutation Entries No. 7477, 7478, 7485, 7486, 7487, 7488, 7489, 7490, 7491, 7494 and 7495.

8. As mentioned hereinabove, Shri Harichandra Shripati Dhankude, Dhananji Shripati Dhankude and Maruti Shripati Dhankude & other family members executed Sale Deed dated 27/06/1996 and thereby sold and conveyed land admeasuring 00 H. 20 R. out of the land bearing Survey No. 17/1/2 to Mr. Narayan Jagannath Ghatule (00 H. 10 R.) and Mr. Vitthalrao Ganpatrao Nanekar (00 H. 10 R.). The said Sale Deed is duly registered in the office of Sub-Registrar Haveli No. 4, Pune at Sr. No. 5519/1996. In pursuance of the said Sale Deed, Mr. Narayan Jagannath Ghatule purchased the land admeasuring 00 H. 10 R. out of the said 00 H. 20 R. land and Mr. Vitthalrao Ganpatrao Nanekar purchased the land admeasuring 00 H. 10 R. out of the 00 H. 20 R. land. Accordingly, Mutation Entry No. 7485 is certified to that effect and thereby name of the Mr. Narayan Jagannath Ghatule for the area admeasuring 00 H. 10 R. and name of the Vitthalrao Ganpatrao Nanekar for the area admeasuring 00 H. 10 R. were recorded on 7/12 extract of the land bearing Survey No. 17/1/2 as a owner thereof.
9. Mr. Narayan Jagannath Gatule through Power of Attorney holder Mr. Rajendra Jindatta Achlare with consent of Vitthalrao Ganpatrao Nanekar and others executed Sale Deed dated 22/04/1997 and thereby sold and conveyed land admeasuring 00 H. 3.46 R. out of his land admeasuring 00 H. 10 R. out of the land bearing Survey No. 17/1/2 to Sau. Sunita Narayan Dhumal. The said Sale Deed is duly registered in the office of Sub-Registrar Haveli No. 4, Pune at Sr. No. 3175/1997. Accordingly, Mutation Entry No. 10012 is certified to that effect and thereby name of the Sau. Sunita Narayan Dhumal for the area admeasuring 00 H. 3.46 R. was recorded on 7/12 extract of the land bearing Survey No. 17/1/2 as an owner thereof.
10. Sau. Sunita Narayan Dhumal has applied to Building Control Department of Pune Municipal Corporation to regularize the land admeasuring 00 H. 3.46 R.

out of the land bearing Survey No. 17/1/2 under Gunthewari Scheme. Accordingly Building Control Department, Pune Municipal Corporation has issued a Gunthewari Clearance Certificate for the said land vide Gunthewari Certificate No. BCO/6/189 (0003422) dated 20/08/2003 and thereby regularized the said land.

11. Sau. Sunita Narayan Dhumal executed Sale Deed dated 25/03/2010 and thereby sold and conveyed land admeasuring 00 H. 3.46 R. out of the land bearing Survey No. 17/1/2 to Sau. Kalpana Sudhir Badamikar and Mr. Sudhir Pandurang Badamikar. The said Sale Deed is duly registered in the office of Sub-Registrar Haveli No. 4, Pune at Sr. No. 2638/2010. Accordingly, Mutation Entry No. 17098 is certified to that effect and thereby name of Sau. Sunita Narayan Dhumal deleted from 7/12 extract of land bearing Survey No. 17/1/2 and in her place names of Sau. Kalpana Sudhir Badamikar and Mr. Sudhir Pandurang Badamikar for the area admeasuring 00 H. 3.46 R. are recorded on 7/12 extract of the land bearing Survey No. 17/1/2 as a owner thereof.
12. Sau. Kalpana Sudhir Badamikar and Mr. Sudhir Pandurang Badamikar (hereinafter referred as "**Land Owner No. 1**") executed Development Agreement dated 22/12/2021 and thereby entrusted development rights of the land admeasuring 00 H. 3.46 R. out of the land bearing Survey No. 17/1/2 (which is part of said Entire Land and hereinafter referred as "**Land No. 1**") to M/s. Yugal Maheshwari Developers (said Promoter) on the terms and conditions mentioned therein. In pursuance of the said Development Agreement, the Land Owner No. 1 executed separate Power of Attorney dated 22/12/2021 and thereby authorized the said Promoter to do various acts, things, deeds and documents mentioned therein in respect of the said Land No. 1. The said Development Agreement and Power of Attorney are duly registered in the Office of Sub Registrar Haveli No. 17, Pune at Serial No. 14305/2021 and 14306/2021 respectively.
13. As mentioned hereinabove, Shri Harichandra Shripati Dhankude, Dhananji Shripati Dhankude and Maruti Shripati Dhankude & other family members executed Sale Deed dated 27/06/1996 and thereby sold and conveyed land admeasuring 00 H. 20 R. out of the land bearing Survey No. 17/1/2 to Sau. Rekha Sureshbhau Junnarkar (00 H. 10 R.) and Pratima Rameshbhau Junnarkar (00 H. 10 R.). The said Sale Deed is duly registered in the office of Sub-Registrar Haveli No. 4, Pune at Sr. No. 5522/1996. In pursuance of the said Sale Deed, Sou. Rekha Sureshbhau Junnarkar has purchased the land admeasuring 00 H. 10 R. out of the said 00 H. 20 R. land and Sau. Pratima Rameshbhau Junnarkar has purchased the land admeasuring 00 H. 10 R. out of the 00 H. 20 R. land. Accordingly, Mutation Entry No. 7486 is certified to that effect and thereby name of the Sau. Rekha Sureshbhau Junnarkar for the area admeasuring 00 H. 10 R. and name of the Sau. Pratima Rameshbhau Junnarkar for the area admeasuring 00 H. 10 R. were recorded on 7/12 extract of the land bearing Survey No. 17/1/2 as owners thereof.

14. Sou. Rekha Sureshbhau Junnarkar through Power of Attorney holder Mr. Rajendra Jindatta Achlare with consent of Sau. Pratima Rameshbhau Junnarkar and others executed Sale Deed dated 16/11/1996 and thereby sold and conveyed land admeasuring 00 H. 4.41 R. out of the her land admeasuring 00 H. 10 R. out of the land bearing Survey No. 17/1/2 to Mr. Motilal Nehru and Mr. Rajiv Nehru. The said Sale Deed is duly registered in the office of Sub-Registrar Haveli No. 4, Pune at Sr. No. 8136/1996. Accordingly, Mutation Entry No. 20352 is certified to that effect and thereby names of the Mr. Motilal Nehru and Mr. Rajiv Nehru for the area admeasuring 00 H. 4.41 R. were recorded on 7/12 extract of the land bearing Survey No. 17/1/2 as owners thereof.
15. Mr. Motilal Nehru and Mr. Rajiv Nehru has applied to Building Control Department of Pune Municipal Corporation to regularize the said Land (land admeasuring 00 H. 4.41 R. out of the land bearing Survey No. 17/1/2) under Gunthewari Scheme. Accordingly Building Control Department, Pune Municipal Corporation has issued a Gunthewari Clearance Certificate for the said land vide Gunthewari Certificate No. Amjjo.H\$m./Jw\$R>o/2268 (0043518) dated 13/08/2003 and thereby regularized the said land.
16. Mr. Motilal Nehru executed Gift Deed dated 15/03/2016 and thereby gifted his entire ½ share land out of the land admeasuring 00 H. 4.41 R. out of the land bearing Survey No. 17/1/2 to Mr. Rajiv Nehru. The said Gift Deed is duly registered in the Office of Sub Registrar Haveli No. 16, Pune at Serial No. 2170/2016.
17. Mr. Motilal Nehru and Mr. Rajiv Nehru executed Sale Deed dated 31/12/2020 and thereby sold and conveyed land admeasuring 00 H. 4.41 R. out of the land bearing Survey No. 17/1/2 (which is part of said Entire Land and hereinafter referred as "**Land No. 2**") to said Promoter. The said Sale Deed is duly registered in the office of Sub-Registrar Haveli No. 15, Pune at Sr. No. 371/2021 on 07/01/2021. Accordingly, Mutation Entry No. 22833 is certified to that effect and thereby name of Mr. Motilal Nehru and Mr. Rajiv Nehru deleted from 7/12 extract of land bearing Survey No. 17/1/2 and in their place name of the said Promoter for the area admeasuring 00 H. 4.41 R. is recorded on 7/12 extract of the land bearing Survey No. 17/1/2 as an owner thereof.
18. In pursuance of the Sale Deed dated 31/12/2020, Mr. Motilal Nehru and Mr. Rajiv Nehru also executed separate Power of Attorney dated 06/01/2021 in favour of said Promoter and thereby authorized the said Promoter to do various acts, things, deeds and documents mentioned therein in respect of said land No. 2. The said Power of Attorney is duly registered in the Office of Sub Registrar Haveli No. 15, Pune at Serial No. 372/2021 on 07/01/2021.
19. Sou. Rekha Sureshbhau Junnarkar through Power of Attorney holder Mr. Rajendra Jindatta Achlare with consent of Sau. Pratima Rameshbhau Junnarkar and others executed Sale Deed dated 16/11/1996 and thereby

sold and conveyed land admeasuring 00 H. 4.41 R. out of the her land admeasuring 00 H. 10 R. out of the land bearing Survey No. 17/1/2 to Mr. Chandramohan Nehru and Smt. Nirja Nehru. The said Sale Deed is duly registered in the office of Sub-Registrar Haveli No. 4, Pune at Sr. No. 8137/1996. Accordingly, Mutation Entry No. 22668 is certified to that effect and thereby names of the Mr. Chandramohan Nehru and Smt. Nirja Nehru for the area admeasuring 00 H. 4.41 R. were recorded on 7/12 extract of the land bearing Survey No. 17/1/2 as an owner thereof.

20. Mr. Chandramohan Nehru and Smt. Nirja Nehru has applied to Building Control Department of Pune Municipal Corporation to regularize the land admeasuring 00 H. 4.41R. out of the land bearing Survey No. 17/1/2 under Gunthewari Scheme. Accordingly Building Control Department, Pune Municipal Corporation has issued a Gunthewari Clearance Certificate for the said land vide Gunthewari Certificate No. ~~Amj.jo.H\$m./Jw\$R>o/2350~~ (0043600) dated 21/08/2004 and thereby regularized the said land.
21. Mr. Chandramohan Nehru and Smt. Nirja Nehru executed Sale Deed dated 31/12/2020 and thereby sold and conveyed land admeasuring 00 H. 4.41 R. out of the land bearing Survey No. 17/1/2 (which is part of said Entire Land and hereinafter referred as "**Land No. 3**") to said Promoter. The said Sale Deed is duly registered in the office of Sub-Registrar Haveli No. 15, Pune at Sr. No. 370/2021 on 07/01/2021. Accordingly, Mutation Entry No. 22834 is certified to that effect and thereby name of Mr. Chandramohan Nehru and Smt. Nirja Nehru is deleted from 7/12 extract of land bearing Survey No. 17/1/2 and in their place name of the said Promoter for the area admeasuring 00 H. 4.41 R. is recorded on 7/12 extract of the land bearing Survey No. 17/1/2 as an owner thereof. Due typographical mistakes name of the said Promoter was not correctly mentioned in the Index II extract of the above mentioned Sale Deed dated 31/12/2021 and other typographical mistakes. To rectify the said mistakes the parties to the Sale Deed executed separate Correction Deed dated 05/02/2021 and thereby rectified the said mistakes. The said Correction Deed is duly registered in the office of Sub-Registrar Haveli No. 15, Pune at Sr. No. 2389/2021.
22. In pursuance of the Sale Deed dated 31/12/2020, Mr. Chandramohan Nehru and Smt. Nirja Nehru also executed separate Power of Attorney dated 06/01/2021 in favour of said Promoter and thereby authorized the said Promoter to do various acts, things, Deeds and documents mentioned therein in respect of the said land No. 3. The said Power of Attorney is duly registered in the Office of Sub Registrar Haveli No. 15, Pune at Serial No. 373/2021 on 07/01/2021.
23. As mentioned hereinabove, Shri Harichandra Shripati Dhankude, Dhananji Shripati Dhankude and Maruti Shripati Dhankude & other family members executed Sale Deed dated 27/06/1996 and thereby sold and conveyed land admeasuring 00 H. 20 R. out of the land bearing Survey No. 17/1/2 to Sau.

Indubai Maruti Gurade (00 H. 10 R.) and Mr. Jagannath Maruti Gurade (00 H. 10 R.). The said Sale Deed is duly registered in the office of Sub-Registrar Haveli No. 4, Pune at Sr. No. 5521/1996. In pursuance of the said Sale Deed, Sou. Indubai Maruti Gurade has purchased the land admeasuring 00 H. 10 R. out of the said 00 H. 20 R. land and Mr. Jagannath Maruti Gurade has purchased the land admeasuring 00 H. 10 R. out of the 00 H. 20 R. land. Accordingly, Mutation Entry No. 7490 is certified to that effect and thereby name of the Sau. Indubai Maruti Gurade for the area admeasuring 00 H. 10 R. and name of the Mr. Jagannath Maruti Gurade for the area admeasuring 00 H. 10 R. was recorded on 7/12 extract of the land bearing Survey No. 17/1/2 as owners thereof.

24. Sau. Indubai Maruti Gurade through Power of Attorney holder Mr. Rajendra Jindatta Achlare with consent of Shri Jagannath Maruti Gurade and others executed Sale deed dated 28/11/1996 and thereby sold and conveyed land admeasuring 00 H. 8.40 R., out of the land bearing Survey No. 17/1/2, to Smt. Nirmala Shiwaram Sane, Nikhil Nagesh Sane and Meenal Nagesh Sane. The said Sale deed duly registered in the office of sub registrar Haveli No. 4, Pune Sr. No 8363/1996. Accordingly Mutation Entry No. 10418 is certified to that effect and thereby names of Smt. Nirmala Shiwaram Sane, Nikhil Nagesh Sane and Meenal Nagesh Sane were recorded on 7/12 extract of the said land as owner thereof. However name of late Nirmala Shiwaram Sane was wrongly mutated as Nirmal Shiwaram Sane on 7/12 extract of the said land and to correct and rectify the name of Smt. Nirmala Shiwaram Sane, her son Nagesh Shiwaram Sane and Meenal Nagesh Sane filed an Application before Tahasildar Haveli Pune. Accordingly, The Tahasildar Haveli Pune passed an Order dated 06/07/2018 bearing No. RTS 64/3/392/2017. In pursuance of the said Order, Mutation Entry No. 23398 is certified to that effect and thereby name of Nirmala Shiwaram Sane corrected on the 7/12 extract of the land bearing Survey No. 17/1/2.
25. Smt. Nirmala Shiwaram Sane has applied to Building Control Department of Pune Municipal Corporation to regularize the said land admeasuring 00 H. 8.40 R. out of the land bearing Survey No. 17/1/2 under Gunthewari Scheme. Accordingly Building Control Department, Pune Municipal Corporation has issued a Gunthewari Clearance Certificate for the said land vide Gunthewari Certificate No. Amj.jo.H\$m./Jw\$R>o/103 (0007603) dated 31/10/2003 and thereby regularized the said land.
26. Smt. Nirmala Shiwaram Sane expired on 02/07/2001 leaving behind her one son namely Nagesh Shiwaram Sane as her only heir and successor to her share out of the land admeasuring 00 H. 8.40 R., out of the land bearing Survey No. 17/1/2. Accordingly name of Nagesh Shiwaram Sane is recorded on 7/12 extract of the said Land vide Mutation Entry No. 23416 as an owner thereof.

27. Mr. Nagesh Shiwram Sane, Mr. Nikhil Nagesh Sane, and Meena Nagesh Sane executed Agreement to sell dated 21/02/2021 and thereby agreed to sell the land admeasuring 00 H. 8.40 R., out of the land bearing Survey No. 17/1/2 (which is part of said Entire Land and hereinafter referred as "**Land No. 4**") to the said Promoter on the terms and conditions mentioned therein. In pursuance of the said Agreement, Mr. Nagesh Shiwram Sane, Mr. Nikhil Nagesh Sane, and Meena Nagesh Sane also executed separate Power of Attorney dated 21/02/2022 and thereby authorized the said Promoter to do various acts, things, deeds and documents mentioned therein in respect of the said Land No. 4. The said Agreement and Power of Attorney is duly registered in the Office of Sub Registrar Haveli No. 15, Pune at Serial No. 2902/2022 and 2903/2022 respectively. In pursuance of the said Agreement to sell dated 21/02/2022, Mr. Nagesh Shiwram Sane, Mr. Nikhil Nagesh Sane, and Meena Nagesh Sane executed Sale Deed dated 26/05/2022 and thereby sold and conveyed said land No. 4 to said Promoter. The said Sale Deed is duly registered in the office of Sub-Registrar Haveli No. 15, Pune at Sr. No. 9513/2022.
28. As mentioned hereinabove, Shri Harichandra Shripati Dhankude, Dhananji Shripati Dhankude and Marutrao Shripati Dhankude & other family members executed Sale Deed dated 27/06/1996 and thereby sold and conveyed land admeasuring 00 H. 20 R. out of the land bearing Survey No. 17/1/2 to Mr. Bhajirao Balkrushna Pawar (00 H. 10 R.) and Mr. Panjabrao Balkrushna Pawar (00 H. 10 R.). The said Sale Deed is duly registered in the office of Sub-Registrar Haveli No. 4, Pune at Sr. No. 5518/1996. In pursuance of the said Sale Deed, Mr. Bajirao Balkrushna Pawar has purchased the land admeasuring 00 H. 10 R. out of the said 00 H. 20 R. land and Mr. Panjabrao Balkrushna Pawar has purchased the land admeasuring 00 H. 10 R. out of the 00 H. 20 R. land. Accordingly, Mutation Entry No. 7495 is certified to that effect and thereby name of the Mr. Bajirao Balkrushna Pawar for the area admeasuring 00 H. 10 R. and name of Mr. Panjabrao Balkrushna Pawar for the area admeasuring 00 H. 10 R. was recorded on 7/12 extract of the land bearing Survey No. 17/1/2 as owners thereof.
29. Mr. Panjabrao Balkrushna Pawar through Power of Attorney holder Mr. Rajendra Jindatta Achlare with consent of Mr. Bajirao Balkrushna Pawar and others executed Sale Deed dated 12/12/1996 and thereby sold and conveyed land admeasuring 00 H. 4.71 R. (470.50 Sq. mtrs) out of his land admeasuring 00 H. 10 R. out of the land bearing Survey No. 17/1/2 to Mr. Sumesh Sham Makhija. The said Sale Deed is duly registered in the office of Sub-Registrar Haveli No. 4, Pune at Sr. No. 8751/1996. Accordingly, Mutation Entry No. 14658 is certified to that effect and thereby name of the Mr. Sumesh Sham Makhija for the area admeasuring 470.50 Sq. Mtrs. was recorded on 7/12 extract of the land bearing Survey No. 17/1/2 as an owner thereof.

30. Mr. Sumesh Sham Makhija has applied to Building Control Department of Pune Municipal Corporation to regularize the said land admeasuring 00 H. 4.71 R. out of the land bearing Survey No. 17/1/2 under Gunthewari Scheme. Accordingly Building Control Department, Pune Municipal Corporation has issued a Gunthewari Clearance Certificate for the said land vide Gunthewari Certificate No. Amj.jo.H\$m./Jw\$R>o-2022 (0038772) dated 22/07/2004 and thereby regularized the said land.
31. Mr. Panjabrao Balkrushna Pawar and others filed RTS Appeal bearing No. RTS/Appeal /324/2006 against the Mutation Entry No. 14658 and challenged the same before Sub Divisional Officer, Haveli Pune. However, Sub Divisional Haveli Pune passed an Order dated 27/08/2010 and thereby dismissed the said appeal on merit and confirmed the certification of Mutation Entry No. 14658.
32. Mr. Sumesh Sham Makhija also filed Reg. Civil Suit No. 1724/2006 before Civil Court Junior Division, Pune against Mr. Panjabrao Balkrushna Pawar, Mr. Bajirao Balkrushna Pawar and Shilabai Balkrushna Pawar for permanent injunction in respect of the land admeasuring 00 H. 4.71 R. out of the land bearing Survey No. 17/1/2. In pursuance of said suit, Mr. Sumesh Sham Makhija also registered Notice of Lis Pendancy on 12/12/2006 in the office of Sub-Registrar Haveli No. 15, Pune at Sr. No. 8733/2006. The said suit was decreed by the Hon'ble Court on 14/02/2014. Mr. Panjabrao Balkrushna Pawar and others filed Appeal bearing No. 633/2014 and thereby challenged the said Judgment and Decree before the Hon'ble District Court, Pune. Meanwhile, by oral Agreement Mr. Panjabrao Balkrushna Pawar agreed to sell land admeasuring 00 H. 4.71 R. out of the land bearing Survey No. 17/1/2 to Mr. Ajit Chandrakant Sancheti. During the pendency of the said Appeal, Mr. Sumesh Sham Makhija, Mr. Panjabrao Balkrushna Pawar and Mr. Ajit Chandrakant Sancheti amicably settled the dispute out of the court and accordingly executed Tadjod Karamnama dated 24/08/2021 and thereby confirmed the Lower Court Judgment and ownership of Mr. Sumesh Sham Makhija on the land admeasuring 00 H. 4.71 R. out of the land bearing Survey No. 17/1/2 by Sale Deed dated 12/12/1996. The said Tadjod Karamnama is duly notarized at Sr. No. 557/M/2021 in the Notary Register of Adv. Rameshkumar B. Nage. Moreover, Mr. Sumesh Sham Makhija and Mr. Panjabrao Balkrushna Pawar also executed separate Consent Deed cum Deed of Confirmation dated 24/08/2021 and thereby confirmed the ownership of Mr. Sumesh Sham Makhija on the land admeasuring 00 H. 4.71 R. out of the land bearing Survey No. 17/1/2 by Sale Deed dated 12/12/1996. The said confirmation Deed is duly registered in the office of Sub-Registrar Haveli No. 1, Pune at Sr. No. 10999/2021.
33. Mr. Panjabrao Balkrushna Pawar and others filed purshis at Exhibit No. 17 to withdraw the said Appeal bearing No. 633/2014 from Hon'ble District Court, Pune as dispute settled between the parties. Hon'ble District Court, Pune

passed an Order 15/02/2022 and thereby dismissed Civil Appeal No. 633/2014 for want of prosecution.

34. Mr. Sumesh Sham Makhija executed Gift Deed dated 23/08/2021 and thereby gifted land admeasuring 00 H. 2.35 R. out of his land admeasuring 00 H. 4.71 R. out of the land bearing Survey No. 17/1/2 to his wife namely Mrs. Varsha Sumesh Makhija. The said Gift Deed is duly registered in the Office of Sub Registrar Haveli No. 1, Pune at Serial No. 10859/2021. Accordingly, Mutation Entry No. 23169 is certified to that effect and thereby name of the Mrs. Varsha Sumesh Makhija for the area admeasuring 00 H. 2.35 R. is duly recorded on 7/12 extract of the land bearing Survey No. 17/1/2 as an owner thereof.
35. Mr. Sumesh Sham Makhija and Mrs. Varsha Sumesh Makhija executed Sale Deed dated 26/08/2021 and thereby sold and conveyed land admeasuring 00 H. 4.71 R. (470.50 sq. Mtrs.) out of the land bearing Survey No. 17/1/2 (which is part of said Entire Land and hereinafter referred as "**Land No. 5**") to said Promoter. The said Sale Deed is duly registered in the office of Sub-Registrar Haveli No. 4, Pune at Sr. No. 10877/2021 on 31/08/2021. Accordingly, Mutation Entry No. 23182 is certified to that effect and thereby names of Mr. Sumesh Sham Makhija and Mrs. Varsha Sumesh Makhija deleted from 7/12 extract of land bearing Survey No. 17/1/2 and in their place name of the said Promoter for the area admeasuring 470.50 sq. Mtrs. is duly recorded on 7/12 extract of the land bearing Survey No. 17/1/2 as an owner thereof.
36. Mr. Panjabrao Balkrushna Pawar through Power of Attorney holder Mr. Rajendra Jindatta Achlare with consent of Mr. Bajirao Balkrushna Pawar and others executed Sale Deed dated 12/12/1996 and thereby sold and conveyed land admeasuring 00 H. 4.73 R. (472.45 sq. Mtrs.) out of his land admeasuring 00 H. 10 R. out of the land bearing Survey No. 17/1/2 to Mr. Amit Sham Makhija. The said Sale Deed is duly registered in the office of Sub-Registrar Haveli No. 4, Pune at Sr. No. 8752/1996. Accordingly, Mutation Entry No. 14659 is certified to that effect and thereby name of the Mr. Amit Sham Makhija for the area admeasuring 472.45 sq. Mtrs. was recorded on 7/12 extract of the land bearing Survey No. 17/1/2 as an owner thereof.
37. Mr. Amit Sham Makhija has applied to Building Control Department of Pune Municipal Corporation to regularize the said land admeasuring 00 H. 4.73 R. out of the land bearing Survey No. 17/1/2 under Gunthewari Scheme. Accordingly Building Control Department, Pune Municipal Corporation has issued a Gunthewari Clearance Certificate for the said land vide Gunthewari Certificate No. Amj.jo.H\$m./Jw\$R>o-2023 (0038773) dated 22/07/2004 and thereby regularized the said land.
38. Mr. Panjabrao Balkrushna Pawar and others filed RTS Appeal bearing No. RTS/Appeal /323/2006 against the Mutation Entry No. 14659 and challenged the same before Sub Divisional Officer, Haveli Pune. However, Sub Divisional Officer, Haveli Pune passed an Order dated 27/08/2010 and thereby

dismissed the said appeal on merit and confirmed the certification of Mutation Entry No. 14659.

39. Mr. Amit Sham Makhija also filed Reg. Civil Suit No. 1725/2006 before Civil Court Junior Division, Pune against the Mr. Panjabrao Balkrushna Pawar, Mr. Bajirao Balkrushna Pawar and Shilabai Balkrushna Pawar for permanent injunction in respect of the land admeasuring 00 H. 4.73 R. out of the land bearing Survey No. 17/1/2. In pursuance of said suit, Mr. Amit Sham Makhija also registered Notice of Lis Pendancy on 12/12/2006 in the office of Sub-Registrar Haveli No. 15, Pune at Sr. No. 8735/2006. The said suit was decreed by the Hon'ble Court on 14/08/2014. Mr. Panjabrao Balkrushna Pawar and others filed appeal bearing No. 634/2014 and thereby challenged the said Judgment and Decree before the Hon'ble District Court, Pune. Meanwhile, by oral Agreement Mr. Panjabrao Balkrushna Pawar agreed to sell land admeasuring 00 H. 4.73 R. out of the land bearing Survey No. 17/1/2 to the Mr. Ajit Chandrakant Sancheti. During the pendency of the said Appeal, Mr. Amit Sham Makhija, Mr. Panjabrao Balkrushna Pawar and Mr. Ajit Chandrakant Sancheti amicably settled the dispute out of the court and accordingly executed Tadjod Karamnama dated 24/08/2021 and thereby confirmed the Lower Court Judgment and ownership of the Mr. Amit Sham Makhija on the land admeasuring 00 H. 4.73 R. out of the land bearing Survey No. 17/1/2 by Sale Deed dated 12/12/1996. The said Tadjod Karamnama is duly notarized at Sr. No. 556/M/2021 in the Notary Register of Adv. Rameshkumar B. Nage. Moreover, Mr. Amit Sham Makhija and Mr. Panjabrao Balkrushna Pawar also executed separate Consent Deed cum Deed of Confirmation dated 24/08/2021 and thereby confirmed the ownership of the Mr. Amit Sham Makhija on the land admeasuring 00 H. 4.73 R. out of the land bearing Survey No. 17/1/2 by Sale Deed dated 16/12/1996. The said confirmation Deed is duly registered in the office of Sub-Registrar Haveli No. 1, Pune at Sr. No. 10997/2021.
40. Mr. Panjabrao Balkrushna Pawar and others filed purshis at Exhibit No. 17 to withdraw the said Appeal bearing No. 634/2014 from Hon'ble District Court, Pune as dispute settled between the parties. Hon'ble District Court, Pune passed an Order 15/02/2022 and thereby dismissed Civil Appeal No. 634/2014 for want of prosecution.
41. Mr. Amit Sham Makhija executed Gift Deed dated 03/08/2021 and thereby gifted land admeasuring 00 H. 2.36 R. out of the his land admeasuring 00 H. 4.73 R. out of the land bearing Survey No. 17/1/2 to his wife namely Mrs. Charvi Amit Makhija. The said Gift Deed is duly registered in the Office of Sub Registrar Haveli No. 1, Pune at Serial No. 9938/2021. Accordingly, Mutation Entry No. 23138 is certified to that effect and thereby name of the Mrs. Charvi Amit Makhija for the area admeasuring 00 H. 2.36 R. is duly recorded on 7/12 extract of the land bearing Survey No. 17/1/2 as an owner thereof.

42. Mr. Amit Sham Makhija and Mrs. Charvi Amit Makhija executed Sale Deed dated 26/08/2021 and thereby sold and conveyed land admeasuring 00 H. 4.73 R. (472.45 Sq. mtrs.) out of the land bearing Survey No. 17/1/2 (which is part of said Entire Land and hereinafter referred as "**Land No. 6**") to said Promoter. The said Sale Deed is duly registered in the office of Sub-Registrar Haveli No. 4, Pune at Sr. No. 10880/2021 on 31/08/2021. Accordingly, Mutation Entry No. 23308 is certified to that effect and thereby names of Mr. Amit Sham Makhija and Mrs. Charvi Amit Makhija deleted from 7/12 extract of land bearing Survey No. 17/1/2 and in their place name of the said Promoter for the area admeasuring 472.45 Sq. mtrs. is duly recorded on 7/12 extract of the land bearing Survey No. 17/1/2 as an owner thereof.
- D. Thus, the said promoter have obtained development rights of (1) land admeasuring 00 H. 3.46 R. out of the land bearing Survey No. 17/1/2 plus became the owner of (2) Land admeasuring 00 H. 4.41 R. out of the land bearing Survey No. 17/1/2, (3) Land admeasuring 00 H. 4.41 R. out of the land bearing Survey No. 17/1/2 (4) Land admeasuring 00 H. 8.40 R. out of the land bearing Survey No. 17/1/2 (5) Land admeasuring 00 H. 4.71 R. out of the land bearing Survey No. 17/1/2 plus (6) Land admeasuring 00 H. 4.73 R., out of the land bearing Survey No. 17/1/2 i.e. totally admeasuring 00 H. 30.12 R. out of the land bearing Survey No. 17/1/2, more particularly described in the **Schedule-I** written hereinunder and hereinafter referred to as "**SAID LAND**", for the sake of convenience only.
- E. The said Promoter by above mentioned Development Agreement, Power of Attorney and Sale Deeds is entitled to develop the said Entire Land. However some part of out of said Entire land is subject matter of road widening and therefore, said promoter decided to develop Land **admeasuring 00 H. 29.3924 R. i. e. 2939.24 Sq. Mtrs** out of the said Entire Land, which is more particularly described in the **SCHEDULE-II** hereunder written and hereinafter referred to as "**SAID PROJECT LAND**", for the sake of convenience only.
- F. There are no covenants, impediments, tenants and illegal encroachment on the said project land, which affect the title of said project land. Moreover the said project land is freehold land and therefore no prior permission is required for sale and development of the said project land.
- G. **MORTGAGE** : The said Promoter has not obtained any loan and mortgaged the said project land to any person, Bank or Financial Institution and there is no charge on the said project land of any third person, authority, Bank or Financial Institution.
- H. The Promoters are entitled and enjoined upon to construct building on the said project land in accordance with the recitals hereinabove. The Promoter is in possession of the said project land.

I. **BUILDING PLANS AND PERMISSION :**

The said promoter decided to carry out construction under name & style as "ANEESHA" on the said project land and therefore said promoters to carry out the construction of the said scheme on said project land, has appointed Avinash Nawathe as an Architect, Sunil Mutalik as a RCC Consultants and Structural Engineers for carrying out scheme of construction "ANEESHA" on the said project land as per the structural designs and building plans approved by Pune Municipal Corporation (PMC). The said Promoter has entered into separate agreement/s with them to that respect. Similarly, the said Promoter has engaged various agencies for providing various services such as excavation, electricity and water supply, plumbing, drainage, gardening etc. required for smooth, effective and timely completion of said "ANEESHA" project.

- 9.1 The said Promoter has accepted the professional supervision of the said Architect, Designer / RCC Consultant, Structural Engineers, and other service provider till the completion of the said building. However, the said Promoter herein reserves right to change or replace any of them before the completion of the project for the sake of effective and timely completion of the said project. The said promoter proposed to carry out scheme of construction upon the said project Land having one basement floor - having parking area + Ground Floor – having parking area and lobby area + above that having two wings as North and South Wings of First Floor to Seventh Floor, - having residential flats/units (altogether hereinafter referred as "**said Building**").
- 9.2 The said promoter decided to complete the said construction of said building by using, utilizing and consuming the Floor Area Ratio/Floor Space Index ("FAR/FSI") originating from the physical area of the said project land as shown in the sanctioned building plan referred herein under and by obtaining/availing permissible "TDR" (Transferable Development Rights) of any other land, FSI of the land acquired for road and other purpose out of the said land and Ancillary FSI, Paid FSI, or any other FSI or TDR from market or Competent Government Authority including PMC and to the extent permissible under the Development Control Regulations, ("DC REGULATIONS"), framed under the Maharashtra Regional and Town Planning Act, 1966, and/or under any such concerned statute or rules, and subject to the time to time approval by PMC thereby exploiting full development rights of the project land, the said promoter by using, utilizing the same, will carry out constructions of the said building and will construct the said building in following phases, consisting of various Apartments and other tenements on ownership basis.
- 9.3 The said promoter has decided to construct the scheme of construction of the said building on the said project land under the name and style as "ANEESHA" (hereinafter referred to as "**Said Project**") and to complete the said project in phases as under :-

Phase – I the said promoter will complete the construction of basement floor, Ground Floor, Upper First Floor & Fourth Floor of the said building.

Phase – II the said promoter will complete the construction of Fifth Floor to Seventh Floor of the said building.

9.4 The said promoter prepared building plan for the part construction of the said building and obtained permission and sanction to part construction of the said building vide below mentioned commencement certificate and Non-Agricultural permissions from PMC and Tahsildar Haveli, Pune. The details of the same as under :-

- I. Commencement Certificate bearing No. CC/4211/2021 dated 31/03/2022,
- II. The said promoter had applied on 27/06/2022 to Tahsildar Haveli, Pune for granting Non-Agricultural Permission and said permission is granted on 22/08/2022 wide no.JA.KRA.NA.SR/253/2022, Tehasil Office, Haveli, Pune.

9.5 In pursuance of the above mentioned sanctions/commencement certificate (hereinafter referred to as **"Said Commencement Certificate/building Plans"**) and permissions, the said promoter has obtained sanction to part construction of the said building i. e. for basement floor, Ground Floor, First Floor to Fourth Floor of the said building.

9.6 The said promoter will also revise the building plans of the said building from time to time and will obtain sanction and approval to balance constructions (Fifth floor to Seventh Floor) of the said building from the PMC and other concerned authority. Accordingly, said Promoter will complete the construction of the said project till December 2026. The Promoter will register the above mentioned phases of said project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Maharashtra Real Estate Regulatory Authority separately or all phases as one project.

The said Promoter on observing and performing terms and conditions laid down by PMC in the above mentioned commencement certificates, commenced the construction work of the said building on the project land and announced the scheme of construction of a project called as **"ANEESHA"** consisting residential Units and remaining construction of said building will be started after obtaining revision/s from time to time from PMC to the above mentioned building plans after obtaining/availing, FSI of the land acquired/to be acquired for road and other purpose out of the said land, permissible "TDR", Ancillary FSI, Paid FSI, or any other FSI or TDR from market or Competent Government Authority including PMC and to the extent permissible under the "DC REGULATIONS, framed under the Maharashtra Regional and Town Planning Act, 1966, and/or under any such concerned statute or rules.

J. By virtue of the above mentioned Sale Deeds, Development Agreement & Power of Attorney and permissions, the Promoter has sole and exclusive right to sell the apartments situated in the said building to be constructed by the Promoter on the said Project land and to enter into Agreement/s with the Allottee/s of the Apartment/s and to receive the sale consideration in respect thereof.

K. The Allottee/s is/are offered a Residential unit bearing No. _____ (hereinafter referred to as the said "Apartment") on _____ Floor, situated in the Wing titled _____ (hereinafter referred to as the said "said North/South Wing") of said Building constructed on said Project Land by the Promoter.

L. The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

M. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in Annexure 'F';

N. By virtue of the above mentioned Sale Deeds, Development Agreement & Power of Attorney, the Promoter has sole and exclusive right to sell the said apartment/s in the said building constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee(s)/s of the Apartment/s and to receive the sale consideration in respect thereof;

O. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter and collected all that information in respect to the said project, which Allottee/s found necessary before purchasing the Apartment in the said project and of such other documents as are specified under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**" hereinafter) r/w the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 as also the Maharashtra Ownership Flats Act, 1963 ("**MOFA**") r/w the Rules framed there under.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated 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 project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively. AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1. AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy 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 project land and the said building and upon due observance and performance of which only the completion or occupancy certificate 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 proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. onfloor in wing ____ situated in the building being constructed in the _____ phase of the said Project,

AND WHEREAS the carpet area of the said Apartment is _____ square meters 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 the confirmations, representations and assurances 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 this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. ;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with 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 the covered parking

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

1. The Promoter shall construct the said building consisting of basement, ground and two wings of seven upper floors each on the project 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 of 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 to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the type of carpet area admeasuring sq. metres on floor in the _____ wing in the building (hereinafter referred

to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately). (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos ____ situated at Basement and/or ground being constructed in the layout for the consideration of Rs. ____/-.

1(b) The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs. ____/-

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. ____ (Rupees ____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that

Promoter the balance amount of Rs. (Rupees) in the following manner :- i. Amount of Rs./- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement ii. Amount of Rs./- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located. iii. Amount of Rs./- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located. iv. Amount of Rs./- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment. v. Amount of Rs./- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment. vi. Amount of Rs./- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located. vii. Amount of Rs./- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located. viii. Balance Amount of Rs./- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].

1(e) 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 Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @5 % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) 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 occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. 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 within 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 additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) 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.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/floors in case of multi-storied building /wing.

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 Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of the instalment 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 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 3233.16 square meters only and Promoter has planned to utilize Floor Space Index of 3.2 _____ 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 of 9405.57 _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments 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.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] 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 delayed 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 at his own option, may terminate this Agreement: Provided that, 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 be payable to Promoter) within a period of

thirty days of the termination, the instalments 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 particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before 31st day of March 2025. 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 4.1 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 - (i) war, civil commotion or act of God ; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court. 7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], 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/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment 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 of the Project.

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

7.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall

give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

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 structural defect in the Apartment or the building in which the Apartment are situated or any defects 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.

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 vehicle.

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association 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 registration of the Society or Association 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 Association 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 project land on which the building with multiple wings or buildings are constructed. 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 occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project 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 and all other expenses necessary and incidental to the management and maintenance of the project 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 towards the outgoings, provisional monthly contribution of Rs. 12,500/- per month, i.e. Rs.3,00,000/- for 24 months at one go, i.e. at one instance before/at the time of taking possession of the Apartment. 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 Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :- (i) Rs. for share money, application entrance fee of the Association/Society or Limited Company/Federation/ Apex body. (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body. (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

(iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body. (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges & (vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout

11. The Allottee shall pay to the Promoter a sum of Rs. 20,000/ 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 or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or 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 project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project 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. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project 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, project 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, project 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, project 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 project land, including the Project and the said [Apartment/Plot] 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/Plot] 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 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 project 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 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 project 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 project 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 for 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.

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 occupancy 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 project 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 project 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 association or 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 project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment].

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 and annexures, 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 TO 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/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] 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 in proportion to the carpet area of the Apartment 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 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 .

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 Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee (Allottee's Address) Notified Email ID: _____

M/s Promoter name (Promoter Address) Notified Email ID: _____

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 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 Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, 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 courts will have the jurisdiction for this Agreement

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

First Schedule Above Referred to

Description of the freehold/leasehold land and all other details

Second Schedule Above Referred to Here set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1)

(2)

At on

in the presence of WITNESSES:

1. Name Signature _____

2. Name Signature _____

Please affix photograph and sign across the photograph

Please affix photograph and sign across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1)

(Authorized Signatory) WITNESSES:

Name Signature _____ _ Name Signature _____ Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.