

Annexure A
[See Rule 10(1)]

AGREEMENT FOR SALE

THIS AGREEMENT for sale made and executed at Pune, on this day of December in the year 2022.

BETWEEN

BENKAR BUILDERS,
Partnership Firm, through its Authorised Partner
Pan No.: AAYFB3580G

1. **MR. SAMEER HANUMANT BENKAR**
Age 32 Years, Occu.: Business,
R/at. Benkar Nagar, Dhayari, Pune-
411041
2. **MR. ROHIT SUBHASH BENKAR**
Age 30 Years, Occu.: Business,
R/at. Benkar Nagar, Dhayari, Pune-
411041
3. **MR. SWAPNIL PRAKASH BENKAR**
Age 28 Years, Occu.: Business,
R/at. Benkar Nagar, Dhayari, Pune-
411041

Hereinafter referred to as „**The Promoter**“ (which expressions shall unless it be repugnant to the context or thereof shall mean and include the Proprietor of the said Firm and the survivors or survivor of them and the heirs, executors, administrators of such survivor etc.)

.. .. . OF THE FIRST PART.

AND

1. **Mr.** _____
Age _____ Years, Occupation – _____,
Pan No. _____
2. **Mrs.** _____
Age _____ Years, Occupation – _____,
Pan No. _____
Both R/at. _____

Hereinafter referred to as the „**The Allottee/s/Purchaser**“ (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Allottee/s, his / her / their successors and permitted assignees alone so far as the obligations on the part of the Promoter concerned.)

.. . . . **PARTY OF THE SECOND PART.**

AND

1. **MRS. SHALAN Raju @ Rajendra BENKAR**
Age 43 Years, Occu.: Business,
R/at. Benkar Nagar, Dhayari, Pune-
411041
Pan No.: BQQPB1452A
2. **MR. HARSHAL Raju @ Rajendra BENKAR**
Age 25 Years, Occu.: Business,
R/at. Benkar Nagar, Dhayari, Pune-
411041
Pan No.: CLHPB7256B
3. **MRS. SHRADDHA TUKARAM GHADGE**
Age 24 Years, Occu.: Business,
R/at. Dhadge Mala, Mali Aali, Chakan, Pune-411043.
Pan No.: EDSPD4540R

Hereinafter referred to as the „**The Consenting Party/Land Owners**“ (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the „The Consenting Party/Co-Promoter/Land Owners his/her/their successors and permitted assignees alone so far as the obligations on the part of the Promoter concerned.)

.. . . . **PARTY OF THE THIRD PART.**

AND WHEREAS All that property bearing Survey No.7 Hissa No. 1/3B total area admeasuring about 00 H 08 R situated at within the limits of Pune Municipal Corporation and Sub - Registrar Haveli. Tal - Haveli, Dist - Pune was originally owned by Bhikoba Maruti Benkar.

AND WHEREAS Then after Bhikoba Maruti Benkar expired on 01/08/2009 leaving behind his legal heirs Mr. Chandrakant Bhikoba Benkar, Mr. Sitaram Bhikoba Benkar, Mrs. Smt Sakhubai Bhikoba Benkar, Smt Vatsalabai Namdev Bhukan, Kaushalya Tukaram Kudale. Accordingly their names recorded on 7/12 extract of Survey No.7 Hissa No. 1/3B vide mutation entry No. 14282

AND WHEREAS Then after Mrs. Smt. Sakhubai Bhikoba Benkar, Smt Vatsalabai Namdev Bhukan, Kaushalya Tukaram Kudale release their rights in favour of Chandrakant Bhikoba Benkar and. Sitaram Bhikoba Benkar by way of Release Deed which has been registered in the office of Haveli No.13 at serial document No. 1310/2012 on 13/02/2012. By Virtue of Release Deed name of Mrs. Smt Sakhubai Bhikoba Benkar, Smt Vatsalabai Namdev Bhukan, Kaushalya Tukaram Kudale disappeared from 7/12 extract of said property i.e Survey No.7 Hissa No. 1/3B vide mutation entry no. 14408.

AND WHEREAS Mr. Dnyanoba Gangaram Benkar had purchased the land bearing Survey No.7 Hissa No. 1/3B admeasuring 00 H 01 R out of total area admeasuring about 00 H 08 R situated at within the limits of Pune Municipal Corporation and Sub - Registrar Haveli. Tal - Haveli, Dist - Pune from Mr. Chandrakant Bhikoba Beankar and Mr. Sitaram Bhikoba Benkar vide registered Sale Deed which is registered at Haveli No. 16 serial no. 4827/2016 dated 15/06/2016. Accordingly name of Mr. Dnyanoba Gangaram Benkar was appeared on 7/12 extract of said Property i.e. Survey No.7 Hissa No. 1/3B by mutation entry no. 16231.

AND WHEREAS Partition Deed executed in Between 1) Mr. Dnyanoba Gangaram Benkar 2) Mr. Sanjay Dnyanoba Benkar 3) Smt. Shalan Rajendra Benkar which has been registered in the office of Haveli No.20 at serial document No. 5186/2018 on 16/04/2018. By Virtue of this Partition Deed name of Smt. Shalan Rajendra Benkar has been recorded as owner on the 7/12 extract of the 00 H 01 R land property bearing Survey No.7 Hissa No. 1/3B of the Village Dhayari, Tal. Haveli, Dist. Pune by mutation entry No.16579.

AND WHEREAS All that property bearing Survey No.7 Hissa No. 1/3A total area admeasuring about 00 H 13 R situated at Dhayari within the limits of Pune Municipal Corporation and Sub - Registrar Haveli. Tal - Haveli, Dist - Pune was originally owned by Gangaram Maruti Benkar and Laxmibai Thaksen Tilekar.

AND WHEREAS Then after Laxmibai Thaksen Tilekar expired on 24/07/2006 leaving behind his legal heirs Sambhaji Thaksen Tilekar, Nivrutii Thaksen Tilekar, Namdev Thaksen Tilekar, Subhadra Shankar Chougule, Anjana Shankar Raut. Accordingly their names was recorded as owner on 7/12 extract of Survey No.7 Hissa No. 1/3A vide mutation entry No. 12136.

AND WHEREAS Nivrutii Thaksen Tilekar, Namdev Thaksen Tilekar, Subhadra Shankar Chougule, Anjana Shankar Raut executed Development Agreement and Power of Attorney in respect of land bearing Survey No.7 Hissa No. 1/3A area admeasuring about 00 H 06 R out of total area admeasuring 00 H 13 R situated at Dhayari within the limits of Pune Municipal Corporation and Sub - Registrar Haveli. Tal - Haveli, Dist - Pune in favour of 1) Dadasaheb Muralidhar Pokale 2) Mr. Parmeshwar Mangidas Vaishnav which is registered in the office of Sub Registrar Haveli No. 09 at Sr. No. 8631/2007 and 8632/2007 respectively on dated 24/09/2007.

AND WHEREAS Vinayak Sitaram Benkar (Purchased 00 H 02 R) and Rajendra Dnyanoba Benkar (Purchased 00 H 03.20 R) had purchased the land bearing land bearing Survey No.7 Hissa No. 1/3A area admeasuring about 00 H 05.20 R out of total area admeasuring 00 H 13 R situated at situated at Dhayari within the limits of Pune Municipal Corporation and Sub - Registrar Haveli, Tal - Haveli, Dist - Pune from Legal heirs of 1) Late Nivrutti Thaksen Tilekar i.e. A) Suman Nivritti Tiklekar B) Sagar Nivrutti Tilekar C) Bajrang Nivrutti Tilekar D) Ashok Nivrutti Tilekar 2) Namdev Thaksen Tilekar 3) Subhadra Shankar Chougule 4) Anjana Shankar Raut for 2 to 4 through its Power of Attorney Holder Dadasaheb Muralidhar Pokale and Mr. Parmeshwar Mangidas Vaishnav with consent of Dadasaheb Muralidhar Pokale and Mr. Parmeshwar Mangidas Vaishnav vide sale deed dated 27/10/2010 which is registered in the registered office No. 16 at Sr. No. 10094/2010. Accordingly their name has recorded as owner on 7/12 extract of the said property by mutation entry no. 15638.

AND WHEREAS Then after Gangaram Maruti Benkar expired on 02/08/2008 leaving behind his legal Dnyanoba Gangaram Benkar, Sundarabai Sambhaji Benkar, Dropada Bhanudas jadhav, Anjana Kundlik Gaikwad, Hausabai Uttam Navale, Girijabai Pandurang Burde. Accordingly their names was recorded as owner on 7/12 extract of Survey No.7 Hissa No. 1/3A vide mutation entry No. 13325.

AND WHEREAS Then after, Sundarabai Sambhaji Benkar, Dropada Bhanudas jadhav, Anjana Kundlik Gaikwad, Hausabai Uttam Navale, Girijabai Pandurang Burde, Anusuya Gangaram Benkar release their rights in respect of land bearing Survey No.7 Hissa No. 1/3A in favour of Dnyanoba Gangaram Benkar by way of

Release Deed which is which is registered in the registered office No. 13 at Sr. No. 1633/2012 on dated 24/02/2012 its shows at mutation entry no. 14405.

AND WHEREAS Deed of Exchange executed Between Vasant Narayan Benkar (00 H. 05.60 R of S. No. 7/1/2) and Dnyanoba Gangaram Benkar (00 H. 03R of S.No. 7/1/3A), Rajendra Dnyanoba Benkar (00 H. 1.6R of S.No. 7/1/3A), Vinayak Sitaram Benkar (00 H. 01R of S.No. 7/1/3A) by virtue of this Exchanged Deed Vasant Narayan Benkar become owner of 00 H. 5.60 R of S. No. 7/1/3A and Dnyanoba Gangaram Benkar become owner of 00 H. 03R of S.No. 7/1/2 , Rajendra Dnyanoba Benkar become owner of 00 H. 01.60 R of S.No. 7/1/2, Vinayak Sitaram Benkar owner of 00 H. 01 R of S. No. 7/1/2 situated at Dhayari within the limits of Pune Municipal Corporation and Sub - Registrar Haveli. Tal - Haveli, Dist – Pune which has been registered in the Haveli No.16 at serial document No. 4796/2016 on 10/06/2016.

By Virtue of this Exchange Deed Rajendra Dnyanoba Benkar owned and possess 00 H 01.60 R and Vinayak Sitaram Benkar owned and possess 00 H 01 R land bearing Survey No.7 Hissa No. 1/3A area admeasuring 00 H 13 R situated at Dhayari within the limits of Pune Municipal Corporation and Sub - Registrar Haveli, Tal - Haveli, Dist Pune its shows at mutation entry no. 16336.

AND WHEREAS Rajendra Dnyanoba Benkar expired on 04/01/2018 leaving behind his legal heirs Harshal Rajendra Benkar, Shalan Rajendra Benkar, Shradha Tukaram Dhadage. Accordingly their names has recorded as owner on 7/12 extract of Survey No.7 Hissa No. 1/3A vide mutation entry No. 16877.

AND WHEREAS Partition Deed executed in Between 1) Mr. Dnyanoba Gangaram Benkar 2) Mr. Sanjay Dnyanoba Benkar 3) Smt. Shalan Rajendra Benkar which has been registered in the office of Haveli No.20 at serial document No. 5186/2018 on 16/04/2018. By Virtue of this Partition Deed name of Smt.

Shalan Rajendra Benkar has been recorded as owner on the 7/12 extract of the 00 H 00.42 R land property bearing Survey No.7 Hissa No. 1/3A of the Village Dhayari, Tal. Haveli, Dist. Pune by mutation entry No.16579.

AND WHEREAS All that property bearing Survey No.7 Hissa No. 1/2 total area admeasuring about 00 H 33 R situated at within the limits of Pune Municipal Corporation and Sub - Registrar Haveli. Tal - Haveli, Dist - Pune was originally owned by Narayan Dhondiba Benkar and Dattu Dhondiba Benkar.

AND WHEREAS Then after Dattu @ Dattatray Dhondiba Benkar expired on 24/08/2003 leaving behind his legal heirs Babasaheb Dattu @ Dattatray Benkar, Suvarna Adinath Kudale, Savita Shrirang Raskar, Sangita Anil Kalamkar, Chandrabhaga Dattu @ Dattatray Benkar. Accordingly their names was recorded on 7/12 extract of Survey No.7 Hissa No. 1/2 vide mutation entry No. 10824.

AND WHEREAS Partition Deed executed in Between 1) Babasaheb Dattatray Benkar 2) Suvarna Adhinath Kudale 3) Savita Shrirang Raskar 4) Sangita Anil Kalamkar 5) Narayan Dhondiba Benkar 6) Thakubai Narayan Benkar 7) Vasant Narayan Benkar 8) Balasaheb Narayan Benkar 9) Sunil Narayan Benkar 10) Kalpana Ramesh Bhujbal which has been registered in the office of Haveli No.16 at serial document No. 1619/2009 . By Virtue of this Partition Deed name of Vasant Narayan Benkar Benkar has been recorded as owner on the 7/12 extract of the 00 H 16.5 R land property bearing Survey No.7 Hissa No. 1/2 of the Village Dhayari, Tal. Haveli, Dist. Pune by mutation entry No. 12845.

AND WHEREAS Deed of Exchange executed Between Vasant Narayan Benkar (00 H. 05.60 R of S. No. 7/1/2) and Dnyanoba Gangaram Benkar (00 H.

03R of S.No. 7/1/3A), Rajendra Dnyanoba Benkar (00 H. 1.6R of S.No. 7/1/3A), Vinayak Sitaram Benkar (00 H. 01R of S.No. 7/1/3A) by virtue of this Exchanged Deed Vasant Narayan Benkar become owner of 00 H. 5.60 R of S. No. 7/1/3A and Dnyanoba Gangaram Benkar become owner of 00 H. 03R of S.No. 7/1/2 , Rajendra Dnyanoba Benkar become owner of 00 H. 01.60 R of S.No. 7/1/2, Vinayak Sitaram Benkar owner of 00 H. 01 R of S. No. 7/1/2 situated at Dhayari within the limits of Pune Municipal Corporation and Sub - Registrar Haveli. Tal - Haveli, Dist – Pune which has been registered in the Haveli No.16 at serial document No. 4796/2016 on 10/06/2016.

By Virtue of this Exchange Deed Rajendra Dnyanoba Benkar owned and possess 00 H 01.60 R land bearing Survey No.7 Hissa No. 1/2 area admeasuring 00 H 33R situated at Dhayari within the limits of Pune Municipal Corporation and Sub - Registrar Haveli, Tal - Haveli, Dist Pune its shows at mutation entry no. 16336.

AND WHEREAS Raju @ Rajendra Dnyanoba Benkar expired on 04/01/2018 leaving behind his legal heirs Harshal Rajendra Benkar, Shalan Rajendra Benkar, Shradha Tukaram Dhadage. Accordingly their names has recorded as owner on 7/12 extract of land admeasuring 00 H 01.60 R of Survey No.7 Hissa No. 1/2 vide mutation entry No. 16877.

AND WHEREAS Partition Deed executed in Between 1) Mr. Dnyanoba Gangaram Benkar 2) Mr. Sanjay Dnyanoba Benkar 3) Smt. Shalan Rajendra Benkar which has been registered in the office of Haveli No.20 at serial document No. 5186/2018 on 16/04/2018. By Virtue of this Partition Deed name of Smt. Shalan Rajendra Benkar has been recorded as owner on the 7/12 extract of the 00 H 00.42 R land property bearing Survey No.7 Hissa No. 1/2 of the Village Dhayari, Tal. Haveli, Dist. Pune by mutation entry No.16579.

AND WHEREAS Mr. Swapnil Prakash Benkar, Mr. Sameer Hanumant Benkar and Mr. Rohit Subhash Benkar has formed the Partnership Firm under section 58 of Indian Partnership Act 1932, in the name and style BENKAR BUILDERS , having its registered Office : S.No. 5 Shop No. 8, Benkar Park -1, Benkar vasti, Pune - 411041, which is duly registered in the office of Registrar of Partnership Firm vide Application No. 4810005691549, Receipt No. PU000095055, dated 30/08/2021

AND WHEREAS Smt. Shalan Raju @ Rajendra Benkar, Harshal Raju @ Rajendra Benkar, Shradha Tukaram Dhadage executed Development Agreement and Power of Attorney in respect of All that piece and parcel of land bearing Survey No. 7 Hissa No. 1/3B area admeasuring 00 H 01 R out of total land admeasuring about 00 H 08 R situated at Mouje Dhayari, within the limits of Pune Municipal Corporation and Sub - Registrar Haveli. Dist - Pune , All that piece and parcel of land bearing Survey No. 7 Hissa No. 1/2 area admeasuring 00 H 01.60 R out of total land admeasuring about 00 H 33 R situated at Mouje Dhayari, within the limits of Pune Municipal Corporation and Sub - Registrar Haveli. Dist – Pune, All that piece and parcel of land bearing Survey No. 7 Hissa No. 1/2 area admeasuring 00 H 00.42 R out of total land admeasuring about 00 H 33 R situated at Mouje Dhayari, within the limits of Pune Municipal Corporation and Sub - Registrar Haveli, Dist - Pune (Described above in Description of property A, B and C column) in favour of Benkar Builders Partnership Firm through its Partner 1) Sameer Hanumant Benkar 2) Rohit Subhash Benkar 3) Swapnil Prakash Benkar which is registered in the office of Sub Registrar Haveli No. 16 at Sr. No. 17627/2021 and 17628/2021 respectively on dated 10/12/2021.

AND WHEREAS Smt. Shalan Raju @ Rajendra Benkar, Harshal Raju @ Rajendra Benkar, Shradha Tukaram Dhadage executed Development

Agreement and Power of Attorney with consent of Vinayak Sitaram Benkar in respect of land bearing Survey No. 7 Hissa No. 1/3A area admeasuring 00 H 01.60 R out of total land admeasuring about 00 H 13 R situated at Mouje Dhayari, within the limits of Pune Municipal Corporation and Sub - Registrar Haveli, Dist - Pune and All that piece and parcel of land bearing Survey No. 7 Hissa No. 1/3A area admeasuring 00 H 00.42 R out of total land admeasuring about 00 H 13 R situated at Mouje Dhayari, within the limits of Pune Municipal Corporation and Sub - Registrar Haveli, Dist - Pune (Described above in Description of property D and E column) in favour of Benkar Builders Partnership Firm through its Partner 1) Sameer Hanumant Benkar 2) Rohit Subhash Benkar 3) Swapnil Prakash Benkar which is registered in the office of Sub Registrar Haveli No. 16 at Sr. No. 17629/2021 and 17630/2021 respectively on dated 10/12/2021.

AND WHEREAS, BENKAR BUILDERS through its Partner Mr. Swapnil Prakash Benkar and others has submit the proposal for development of captioned property on 23/05/2022. The Building Control Department, Pune Municipal Corporation, Pune has accorded permission for commence the construction on captioned property i.e. 504 sq.mtrs. Under Section 44, 45, 58, 69 of Maharashtra Regional Town Planning Act, 1966 and Section 253, 254 of Mumbai Regional Municipal Corporation Act 1949. The Building Inspector, Pune Municipal Corporation has sanctioned the Building Construction Plan on Survey No.7, Hissa No. 1/3A, Survey No.7, Hissa No. 1/2, Survey No.7, Hissa No. 1/3B vide Commencement Certificate No. CC/1644/22, dated 30/09/2022.

AND WHEREAS, the land admeasuring about 504 Sq. Mtrs. is subject matter of this Agreement which is hereinafter called the Project Land which includes the land covered by the building and internal road area.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the said land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter is in possession of the project land.

AND WHEREAS, the Building consists of Ground Floor plus Four floors.

AND WHEREAS the Promoter has entered into a standard Agreement with an **Mr. Deepak Hankan (Sugam Associates)** (Licence No. CA/01/27217), Office : Omkar 666 + 667, Third Floor, Narayan Peth, Pune 411030 as a Architect and registered with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council or Architects;

AND WHEREAS the Promoter has appointed **MR. Sagar Jagdale and Associates , (P.M.C. Regd. No. 531)** (R.C.C. Consultant), Office Electronic Co-op. Estate Ltd. Unit No. 38, Second Floor, Near City Pride, Chouk, Satara Road, Pune 411037, as 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 authenticated copies of Certificate of Title issued by **Mr. Sharad Prakash rathi**, Advocate, authenticated copies of 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 Flats/s are constructed or are to be constructed have been annexed hereto.

AND WHEREAS by virtue of above documents, the Promoter has sole and exclusive right to develop the land i.e. 504 Sq. Mtrs. of Survey No. 7 Hissa No. 1/3B area admeasuring 00 H 01 R i.e. 100 Sq. mtrs. out of total land admeasuring about 00 H 08 R situated at Mouje Dhayari, , Survey No. 7 Hissa No. 1/2 area admeasuring 00 H 01.60 R 160 Sq. mtrs. out of total land admeasuring about 00 H 33 R situated at Mouje Dhayari, , All that piece and parcel of land bearing Survey No. 7 Hissa No. 1/2 area admeasuring 00 H 00.42 R i.e. 42 Sq. Mtrs. out of total land admeasuring about 00 H 33 R situated at Mouje Dhayari, All that piece and parcel of land bearing Survey No. 7 Hissa No. 1/3A area admeasuring 00 H 01.60 R i. e. 160 Sq. mtrs. out of total land admeasuring about 00 H 13 R situated at Mouje Dhayari, and All that piece and parcel of land bearing Survey No. 7 Hissa No. 1/3A area admeasuring 00 H 00.42 R i.e. 42 Sq. mtrs. out of total land

admeasuring about 00 H 13 R situated at Mouje Dhayari, within the limits of Pune Municipal Corporation and Sub - Registrar Haveli, Dist - Pune and the Promoter has right to construct, sale the flats/units and to allot parking spaces etc. in the said building known as “**ANUGANGA CLASSIC** ” being constructed on the said land and to enter into an Agreement/s with the prospective purchaser/s and to receive sale price thereof.

AND WHEREAS, the land admeasuring about 504 Sq. Mtrs. is subject matter of this Agreement which is hereinafter called the Project Land which includes the land covered by the building and internal road area.

AND WHEREAS the Promoter has proposed to construct on the project land according to the above mentioned sanctioned plans the areas have been carved out, for specific utilization/s, as under:

Designation/ User	Area (Sq. Mtrs.)	Remark
Area of plot	504	Area considered for sanction
Area under proposed DP/ DP road widening/ service road/ high widening	-----	FSI/TDR in lieu to be availed.
Area under existing road		FSI/TDR in lieu to be availed
Total Built Up Area	residential 887.04 Sq. Mtrs	In form of single Building.
Total Tenements	16	residential units
Parking	Ground Floor and open area.	

AND WHEREAS the Allottee is offered an **Flat bearing No.** _____ on the _____ **Floor**, (herein after referred to as the said “”) in the building called “**ANUGANGA CLASSIC** ” (herein after referred to as the said “Building”) being constructed/to be constructed on the said project land by the Promoter.

AND WHEREAS 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;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority No. _____; Authenticated copy is attached in

Annexure „F“

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the s in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the s to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **Mr. Deepak Hankan (Sugam Associates)** (Licence No. CA/01/27217), Office : Omkar 666 + 667, Third Floor, Narayan Peth, Pune 411030 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 and Regulations made thereunder;

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 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 agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D-I,

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 **Flat No.**__on _____**Floor** in wing situated in the building being constructed in the said Project,

AND WHEREAS the carpet area of the said **Flat is** _____ **Square Meters** and "carpet area" means the net usable floor area of an , excluding the area covered by the external walls, _____ areas _____ under servicesshafts, _____ exclusive _____ balcony appurtenant to the said for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the .

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, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said 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 () and the garage/covered parking (if applicable)

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/s consisting of **Ground Floor and upper Four floors** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

2. 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 of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1a. (i) The Promoter shall construct the said building/s consisting of **ground and Four upper floors** 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 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 Flat No. _____ of the type _____ of carpet area admeasuring _____ Sq.Metres on _____ floor in the building _____/wing (hereinafter referred to as "the ") 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 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 garage bearing Nos _____ situated at _____ Basement and/or stilt and /or _____podium being constructed in the layout for the consideration of Rs. _____/-

(iii) 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 stilt and /or podium being constructed in the layout for the consideration of Rs. _____/-.

(iv)

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

1(c) The Allottee has paid 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 The Allottee has paid upto the time of execution of this agreement a sum of Rs _____ (Rupees _____only) thus Allottee has total amount of Rs. _____/- and hereby agrees to pay to that Promoter the balance amount of Rs. _____/- (Rupees _____) in the following manner :-

- i. Amount of Rs. _____/- (Rupees _____) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs. _____/- (Rupees _____) (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 is located.
- iii. Amount of Rs. _____/- (Rupees _____) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including basement and stilts floor of the building or wing in which the said Flat is located.
- iv. Amount of Rs. _____/- (Rupees _____) (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 Flat.
- v. Amount of Rs. _____/- (Rupees _____) (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 Flat.
- vi. Amount of Rs. _____/- (Rupees _____) (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 is located.

- vii. Amount of Rs. _____/- (Rupees _____) (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 is located.
- viii. Balance Amount of Rs. _____/- (Rupees _____) against and at the time of handing over of the possession of the to the Allottee on or after receipt of occupancy certificate or completion certificate.

l(d) The Total Price above includes 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 Flat.

l(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.

l(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ 8% per annum for the period by which the respective installment has been prepended. 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 I(a) of this Agreement.

I(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.

TERMS OF SANCTION BINDING UPON PURCHASER:-

The allottee/s has agreed to purchase the said unit on the basis that all the conditions in the sanctioned plan and other permission by respective competent authority shall be binding on the allottee/s strictly. The allottee/s further states that if any conditions that have been imposed on the said project contrary to the prevalent laws, rules, regulations, under which sanctioned plans have been given, shall be binding on the allottee/s the developer shall not be held responsible for such contrary conditions. Further the allottee is given to understand about the future additions in the presently sanctioned buildings and the allottee has consented to same unconditionally. 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 to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the .

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 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 herein above.

("Payment Plan").

UNSOLD/ UNCONSTRUCTED UNITS THE ABSOLUTE PROPERTY OF PROMOTERS: In the event the Condominium Owners being formed prior to the construction, sale and disposal of all the flats /units /tenements in the Said Scheme/s, the rights, interests, entitlements, etc., of the said Condominium of units holders shall ALWAYS BE SUBJECT to the overall rights and authorities of the Promoters to deal and dispose off such unconstructed and /or unsold units/ tenements/ terraces/ parking spaces/ basements/ lofts/ open spaces/ recreation spaces as per their choice and on such terms and conditions and consideration as the Promoters may deem fit and proper. It is further agreed and understood by the Purchaser/s that the Promoters shall not be liable and/ or required to contribute towards the common expenses, maintenance charges, etc., in respect of the said unsold premises till the moment such flats are sold out and/ or utilized regularly for residence etc.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **504 Square Meters** only and Promoter has planned to utilize Floor Space Index of **887.04Sq.mtrs.** 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 Regulator 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 **887.04 Sq.mtrs.** proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said based on the proposed construction and sale of s 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.

If the Promoter fails to abide by the time schedule for completing the project and handing over the 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.

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 installments of sale consideration of the 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 as are set out in Annexure 'E', annexed hereto.

a) The Promoter shall give possession of the Flat to the Allottee on or before **31st day of December 2025** and considering the time required for completion of other amenities, facilities, etc., for entire project on or before **1st day of June 2026**. If the Promoter fails or neglects to give possession of the 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 with interest at the same rate as may mentioned herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

b) Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of on the aforesaid date, if the completion of building in which the 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.

6. Procedure for taking possession –

7 .1 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 , 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 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 of the Project.

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

Failure of Allottee to take Possession of : Upon receiving a written intimation from the Promoter as per clause 6, the Allottee shall take possession of the 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 to the allottee. In case the Allottee fails to take possession within the time such Allottee shall continue to be liable to pay maintenance charges as applicable.

If within a period of five years from the date of handing over the to the Allottee, the Allottee brings to the

notice of the Promoter any structural defect in the or the building in which the 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.

The Allottee shall use the or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of parking their own vehicle.

The Allottee along with other allottee(s)s of Flats 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.

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 is situated.

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.

Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat 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) 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. Unit 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 monthly contribution of Rs. 1500/- (Rs. One Thousand Five Hundred only) for 1 BHK and Rs. 2000/- for 2 BHK per month towards the outgoings. 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.

The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

- | | |
|----------------|--|
| (i) Rs. 1500/- | for share money, application
entrance fee of the Society or |
|----------------|--|

- | | |
|-------------------|---|
| | the Limited Company/Federation / Apex body. |
| (ii) Rs. 5,000/- | for formation and registration of the Society or the Limited Company/Federation/Apex body. |
| (iii) Rs. _____/- | for proportionate share of taxes and other charges/levies in respect of the Society or the Limited Company/Federation/ Apex body. |

11. The Allottee shall pay to the Promoter a sum of Rs. 5,000/- 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 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.

REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

1. 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;

2. 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;

3. There are no encumbrances upon the project land or the Project except those disclosed in the title report.

4. 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.

5. 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;

6. 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;

7. 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 which will, in any manner, affect the rights of Allottee under this Agreement;

8. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Plot] to the Allottee in the manner contemplated in this Agreement;

9. 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 area of the structure to the Association of the Allottees;

10. 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;

11. 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.

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

13. To maintain the at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the is taken and shall not do or suffer to be done anything in or to the building in which the 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 is situated and the itself or any part thereof without the consent of the local authorities, if required.

14. Not to store in the 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 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 is situated, including entrances of the building in which the is situated and in case any damage is caused to the building in which the is situated or the on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

15. To carry out at his own cost all internal repairs to the said and maintain the 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 is situated or the 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.

16. Not to demolish or cause to be demolished the 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 or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the is situated and shall keep the portion, sewers, drains and pipes in the 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 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 without the prior written permission of the Promoter and/or the Society or the Limited Company.

17. 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 is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

19. 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 is situated.

20. 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 by the Allottee for any purposes other than for purpose for which it is sold.

21. 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 until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

22. 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 s 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 Flat 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.

23. Till a conveyance of the structure of the building in which 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.

24. Till a conveyance of the project land on which the building in which 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.

25. 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.

26. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said s or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the 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.

PROMOTER SHALL NOT MORTGAGE OR CREATE A

CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the 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 .

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.

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 /plot/ building, as the case may be.

RIGHT TO AMEND

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

**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 , in case of a transfer, as the said obligations go along with the for all intents and purposes.

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.

**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 to the total carpet area of all the s in the Project.

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.

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, 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 Pune.

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.

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: _____

Promoters name & Address

Benkar Builders Partnership Firm,
R/at. Shop No. 8, S No. 5, Benkar vasti Dhayari, Pune 411041.
Notified Email ID : benkarbuilders2022@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.

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.

Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the Promoter.

Dispute Resolution :-

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

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 Pune courts will have the jurisdiction for this Agreement.

SCHEDULE-I

(Description of the project land)

- A) All that piece and parcel of land bearing Survey No. 7 Hissa No. 1/3B area admeasuring 00 H 01 R i.e. 100 Sq. Mtrs out of total land admeasuring about 00 H 08 R situated at Mouje Dhayari, within the limits of Pune Municipal Corporation and Sub - Registrar Haveli. Dist - Pune
- B) All that piece and parcel of land bearing Survey No. 7 Hissa No. 1/2 area admeasuring 00 H 01.60 R i.e. 160 Sq. Mtrs out of total land admeasuring about 00 H 33 R situated at Mouje Dhayari, within the limits of Pune Municipal Corporation and Sub - Registrar Haveli. Dist - Pune
- C) All that piece and parcel of land bearing Survey No. 7 Hissa No. 1/2 area admeasuring 00 H 00.42 R i.e. 42 Sq. Mtrs out of total land admeasuring about 00 H 33 R situated at Mouje Dhayari, within the limits of Pune Municipal Corporation and Sub - Registrar Haveli, Dist - Pune
- D) All that piece and parcel of land bearing Survey No. 7 Hissa No. 1/3A area admeasuring 00 H 01.60 R i.e. 160 Sq. Mtrs out of total land admeasuring about 00 H 13 R situated at Mouje Dhayari, within the limits of Pune Municipal Corporation and Sub - Registrar Haveli, Dist - Pune
- E) All that piece and parcel of land bearing Survey No. 7 Hissa No. 1/3A area admeasuring 00 H 00.42 R i.e. 42 Sq. Mtrs out of total land admeasuring about

00 H 13 R situated at Mouje Dhayari, within the limits of Pune Municipal Corporation and Sub - Registrar Haveli, Dist - Pune which is collectively (504 Sq. mtrs.)bounded by following boundaries as follows –

On or towards East – By Property of Vinayak Sitaram Benkar
On or towards South – By Shivshrushti Building
On or towards West – By Property of Sanjay Dnyanoba Benkar
On or towards North – By Internal Road

together with all appurtenances and rights of easement etc.

SCHEDULE-II

(Description of the Flat)

All that piece and parcel of the premises bearing **Flat No. __area__**
____Square Meter, exclusive of enclosed **balconies** admeasuring about
____Sq.Mtrs. total carpet area admeasuring**____Sq.mtrs.** situated on **_**
____Floor in the building known as “**ANUGANGA CLASSIC** ” being
constructed on the property more particularly described in Schedule-I
mentioned hereinabove. The said Flat is shown on the floor plan annexed
hereto in red color boundary line. The area of the Flat is approximate and
bounded on its four sides as under -

On or towards

East :

West :

South :

North :

together with all appurtenances and rights of easement etc.

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.

SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee: (including joint buyers)

1. **Mr.** _____

2. **Mrs.** _____

The Purchasers

SIGNED AND DELIVERED BY THE WITHIN NAMED
Promoter:

BENKAR BUILDERS, through its Partner and Power of Attorney holder of Consenting Party.

1. MR. SAMEER HANUMANT BENKAR

2. MR. ROHIT SUBHASH BENKAR

3. MR. SWAPNIL PRAKASH BENKAR

The Promoter.

WITNESSES :

1.

Signature

Name

Address

2.

Signature

Name

Address

ANNEXURE – A

Name of the Attorney at Law/Advocate,
Mr. Sharad Prakash Rathi
Address: Office No. 7, Vishwas Paradise, Narhe Road,
Vadagaon Bk, Pune-411041.

TITLE REPORT

Details of the Title Report

Subject :- Title Clearance Certificate with respect to the total 00 Hector 05.04 Are landed property bearing the Survey No. 7 Hissa No. 1/3B, 1/2 , 1/3A of the Dhayari ,Tal- Haveli,Dist-Pune. (hereinafter referred as the said plot)

I have investigated the title of the said plots/property on the request of my client Benkar Builders Partnership Firm through its Partner 1) Sameer Hanumant Benkar 2) Rohit Subhash Benkar 3) Swapnil Prakash Benkar and the following documents .

1) Description of the property :-

00 Hector 05.04 Are landed property bearing the Survey No.7 Hissa No. 1/3B, 1/2 , 1/3A of the village Dhayari Tal- Haveli,Dist-Pune.

2) The Document of allotment of Plot.

3) 7/12 extract or property card issued by the Talathi of the village Dhayari ,Tal- Haveli,Dist-Pune.

4) Search report for 30 years from the year 1993 to 2022 dated 07/05/2022

2/- On perusal of the above mentioned Documents and all other relevant documents relating to title of the said property. I am of the opinion that the title of the following three owners is clear, marketable and without any encumbrances.

Owners of the land:-

1) Smt. Shalan Raju @ Rajendra Benkar, 2) Harshal Raju @ Rajendra Benkar and 3) Shradha Tukaram Dhadag owners of the said 00 Hector 05.04 Are i.e. 504 Square meters landed property bearing the Survey No. 7 Hissa No. 1/3B, 1/2 , 1/3A of the Dhayari ,Tal- Haveli,Dist-Pune

3/- The Search Report and title Report reflecting the flow of the (owner/promoter/developer/company) on the said land is enclosed herewith as annexure

(owner/promoter/ developer/company) on the said land is enclosed herewith as annexure.

Sd/-

Sharad Prakash Rathi
Advocate

ANNEXURE – B

(Authenticated copies of extract Village Forms VI or VII and XII showing nature of the title of the Owner/Promoter to the project land).

ANNEXURE C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE C-2

(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)

ANNEXURE-D

(Authenticated copies of the plans and specifications of the agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE – E

(Specification and amenities for the),

ANNEXURE – F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

Received of and from the Allottee above named the sum of Rupees /- on execution of this agreement towards Earnest Money Deposit or application fee.

I say received. The Promoter/s.