

ALLOTMENT LETTER

To,

Date

Shri _____ (Name of the Allottee)
 _____ (Address of the Allottee)
 _____ (Email / Phone no. of Allottee)

Respected Sir/Madam,

This is to confirm that we have provisionally allotted to you Apartment No. _____ (as per sanctioned plan) admeasuring carpet area _____ Sq. Mtr along with enclosed Balcony admeasuring _____ Sq. Mtr, attached terrace _____ Sq. Mtr and Dry Balcony _____ Sq. Mtr, on the _____ floor, in the Building '_____' under the Project known as **"YOGIN BELVA PROJECT B"** located at **S. No. 73/1, Sant Nagar, Wagholi Road, Lohegaon, Pune – 411 047.** Pune, (hereinafter referred to as the **"Said Apartment"**).

The consideration of Rs. _____/- (Rupees _____only) along with a provisionally allotted Covered/ Mechanical Car parking CP. No. _____

We acknowledge the receipt of the sum of Rs. _____/- (Rupees _____ only) as an interest free performance security deposit there against.

The provisional allotment is subject to the terms and conditions stipulated herein and in Agreement for Sale to be executed between us.

All documents/clearances such as sanctioned plans, layout plans, commencement certificate, Title Report, NA Order have been seen and inspected by you and you have satisfied yourself with the same. We have also informed you about the stage wise completion of the project including the provisions for civil infrastructure like water, sanitation and electricity.

All conditions as stipulated in any NOC/ Permission/Sanction issued by any Authority/ lenders pertaining to the said Apartment shall be binding on you.

All other expenses and outgoings such as Stamp Duty, Registration Fee, G.S.T and other applicable taxes, Legal charges, provisional maintenance charges and other applicable charges shall be to your account as per terms of Agreement for Sale to be entered between us.

Thanking you.
 Yours truly,

FOR YOGIN ASSOCIATES

AGREEMENT

This **AGREEMENT** made at Pune this _____ day of _____ in the year **Two Thousand and Seventeen**.

B E T W E E N

M/S. YOGIN ASSOCIATES,

Pan No. AABFY0875A

A registered partnership firm,
Registered under the provisions of Indian Partnership Act, 1932,
having its regd. office at S.No. 292, Shivnagar,
Near Gajanan Mangal Karyalay, Moze Colony,
Lohegaon, Pune 411 047,
through its **partners :-**

Mr. Hemant Haribhau Kadam,

Age 25 years, Occupation Agriculturist/Business,
Residing at Kawadi Malwadi, Post Manjri Farm,
Tal. Haveli, Dist. Pune,

hereinafter referred to as "**THE PROMOTER**" (Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said partnership firm, its present and future partners, their respective legal heirs, successors, legal representatives, in-interest-attorneys, nominees, legatees, executors, administrators, assignees etc.) **OF THE ONE PART.**

A N D

1. **Mr./Mrs.** _____
Pan No. _____
Age _____ years, Occupation _____
Residing at _____.
2. **Mr./Mrs.** _____
Pan No. _____
Age _____ years, Occupation _____
Residing at _____.

hereinafter referred to as "**THE ALLOTTEE/S**" (Which expression shall unless repugnant to the context or meaning thereof shall mean and include all his/her/their legal heirs, executors, administrators and assignees etc.) **OF THE OTHER PART.**

A N D

1. **Mr. Rambhau Genba Moze,**
Age 67 years, Occupation Agriculturist/Business,
Residing at Sangamwadi, Pune 411 003.
2. **Mr. Haridas Baban Moze,**
Age 51 years, Occupation Agriculturist/Business
Residing at Lohegaon, Tal. Haveli, Dist. Pune.
both above through their power of attorney holder :-
M/S. YOGIN ASSOCIATES,
Pan No. AABFY0875A
A registered partnership firm,
Registered under the provisions of Indian Partnership Act, 1932,
having its regd. office at S.No. 292, Shivnagar,
Near Gajanan Mangal Karyalay, Moze Colony,
Lohegaon, Pune 411 047,
through its **partners :-**
Mr. Hemant Haribhau Kadam,
Age 25 years, Occupation Agriculturist/Business,
Residing at Kawadi Malwadi, Post Manjri Farm,
Tal. Haveli, Dist. Pune,

hereinafter referred to as "**THE OWNERS/CONSENTING PARTIES**"
(Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their respective legal heirs, successors, legal representatives, in-interest-attorneys, nominees, legatees, executors, administrators, assignees etc.) **OF THE THIRD PART.**

WHEREAS, All those pieces and parcels of portion of non agriculture lands admeasuring 00 H. 88 R. and 00 H. 38 R. respectively i.e. both together total area admeasuring 01 H. 26 R. or thereabout from and out of total area admeasuring 01 H. 38 R. (inclusive area of pot kharaba 00 H. 17 R.), assessed at Rs. 00-94 Ps., bearing Survey No. 73/1 lying and situate at village Lohegaon, Taluka Haveli, District Pune, within the local limits of Gram Panchayat Lohegaon, Taluka Panchayat Samiti Haveli, Zilla Parishad Pune newly extended limits of Pune Municipal Corporation and also within the jurisdiction of Sub-Registrar Haveli No. 8, Pune and within the periphery of Pune Metropolitan Region Development Authority Pune (PMRDA Pune), which is more particularly described in **Schedule (I)** hereunder written (hereinafter for the sake of brevity referred to as "**the said property and/or the said project land**").

AND WHEREAS, initially area admeasuring 01 H. 38 R. of S.No. 73/1 of village Lohegaon was owned and possessed by members of 'Beke' Joint Hindu Family, which was represented by its Karta and Manager by Shri. Sadashiv Narayan Beke.

AND WHEREAS, the said Shri. Sadashiv Narayan Beke died on 03/04/1939 leaving behind him his six sons 1) Shri. Mahadeo Sadashiv

Beke 2) Shri. Madhukar Sadashiv Beke 3) Shri. Manohar Sadashiv Beke 4) Ramchandra Sadashiv Beke 5) Shri. Krushnaji Sadashiv Beke 6) Shri. Vasant Sadashiv Beke as his heirs and legal representatives.

AND WHEREAS, out of the said legal heirs of deceased Late Shri. Sadashiv Narayan Beke, the name of Shri. Mahadeo Sadashiv Beke being the elder son was entered into Revenue Record of the said entire area which was represented by its Karta and Manager. As per Mutation Entry No. 1962, dated 23/05/1939, the name of Shri. Mahadeo Sadashiv Beke came to be entered into the record of rights.

AND WHEREAS, said Shri. Mahadeo Sadashiv Beke died on 18/03/1955 without making any Will. He was survived by his heirs being 1) Smt. Prabhawati Mahadeo Beke (widow), 2) Shri. Sudhir Mahadeo Beke (son), 3) Shri. Madhukar Sadashiv Beke (predeceased brother, as he died) and survived by his heirs being a) Smt. Malti Madhukar Beke (Widow) b) Shri. Dilip Madhukar Beke (son) and c) Shri. Nandkumar Madhukar Beke (son) 4) Shri. Manohar Sadashiv Beke (brother), 5) Shri. Krushnaji Sadashiv Beke (predeceased brother, as he died) and survived by his heirs being widow Smt. Kamal Krushnaji Beke, son Shri. Satish Krushnaji Beke and daughter Sou. Jayshree Anil somaji .6) Shri. Vasant Sadashiv Beke (brother) .

AND WHEREAS, out of the said legal heirs the name of 1) Smt. Prabhawati Mahadeo Beke, 2) Shri. Nandkumar Madhukar Beke and 3) Shri. Satish Krushnaji Beke was entered into revenue record of the said entire area which was represented by its Karta and Managers. As per mutation entry no. 11924, dated 25/05/1988, the names of 1) Smt. Prabhawati Mahadeo Beke, 2) Shri. Nandkumar Sadashiv Beke and 3) Shri. Satish Krushnaji Beke came to be entered into the record of rights.

AND WHEREAS, the said original owners and their family members sold the said entire area admeasuring 01 H. 38 R. of S.No. 73/1 of village Lohegaon to 1) Shri. Balasaheb Raghunath Tembekar, 2) Shri. Ganpat Raghunath Tembekar, 3) Shri. Vijay Raghunath Tembekar, 4) Shri. Rajkumar Dindayal Agarwal and 5) Shri. Jugmundar Rameshwar Agarwal by a sale-deed dated 29/06/2000 which is duly registered in the office of Sub-Registrar Haveli No. 8 Pune at Serial No. 3606/2000 and accordingly

the names of afore said purchasers came to be entered to the record of rights vide mutation entry no. 21221 of dated 19/08/2000.

AND WHEREAS, 1) Shri. Balasaheb Raghunath Tembekar, 2) Shri. Ganpat Raghunath Tembekar, 3) Shri. Vijay Raghunath Tembekar, 4) Shri. Rajkumar Dindayal Agarwal and 5) Shri. Jugmundar Rameshwar Agarwal sold an area admeasuring 01 H. 26 R. from and out of total area admeasuring 01 H. 38 R. of S.No. 73/1 of village Lohegaon to Sou. Kala Shankarlal Bhalotiya by a sale-deed dated 24/08/2007 which is registered in the office of Sub-Registrar Haveli No. 8 at Serial No. 7097/2007 and accordingly the name of Sou. Kala Shankarlal Bhalotiya came to be entered to the record of rights vide mutation entry no. 26902 of dated 14/10/2008.

AND WHEREAS, the said Sou. Kala Shankarlal Bhalotiya sold an area admeasuring 00 H. 38 R. out of her purchased area admeasuring 01 H. 26 R. out of total area of S.No. 73/1 of village Lohegaon to M/s. Yogin Associates i.e. the present promoter herein by sale-deed dated 16/12/2011 which is duly registered in the office of Sub-Registrar Haveli No. 11 at Serial No. 12946/2011 and accordingly the name of promoter came to be entered to the record of rights vide mutation entry no. 37042 dated 17/12/2011.

AND WHEREAS, thereafter said Sou. Kala Shankarlal Bhalotiya sold the remaining area admeasuring 00 H. 88 R. out of her purchased area admeasuring 01 H. 26 R. out of total area of S.No. 73/1 of village Lohegaon to Shri. Rambhau Genba Moze and Shri. Hardas Baban Moze i.e. the consenting parties herein by sale-deed dated 16/12/2011 which is duly registered in the office of Sub-Registrar Haveli No. 11 at Serial No. 12948/2011 and accordingly the names of Shri. Rambhau Genba Moze and Shri. Hardas Baban Moze came to be entered to the record of rights vide mutation entry no. 37041 dated 17/12/2011.

AND WHEREAS, Shri. Rambhau Genba Moze and Shri. Hardas Baban Moze i.e. the consenting parties herein have granted development and construction rights of their purchased area admeasuring 00 H 88 R. to the present promoter herein by way of development agreement dated 17/05/2012 which is duly registered in the office of Sub-Registrar Haveli

No. 14 at Serial No. 4694/2012 read with irrevocable power of attorney which is also registered in the same office and on the same day at Serial No. 4695/2012.

AND WHEREAS, in the said property one Shri. Narayan Patloji Khandve was shown to be the tenant as per provisions of the Tenancy Act and afterwards as per sec. 3 of the Bombay Tenancy and Agricultural Lands Act 1948. In the 7/12 extracts from the year 1930 to 1985 the name of the tenant was shown in the cultivation column as a tenant and his cultivation was shown as Rit/mode – 3. Thereafter there was an enquiry conducted by the Agricultural Lands Tribunal and Mamlatdar Haveli under sec. 32G of the Bombay Tenancy and Agricultural Lands Act 1948. The enquiry was held under proceedings no. ALT/Lohegaon/49/59 and it has been held by the ALT and Mamlatdar Haveli as per order dated 31/07/1959 that the said Shri. Narayan Patloji Khandve and after his death his legal heirs Shri. Bhau Narayan Khandve, Shri. Babu Shripati Khandve, Shri. Gulab Narayan Khandve and Shri. Vishnu Narayan Khandve were not and are not tenant in the said property/land and as such it has been held that there had been no landlord – tenant relationship and as such the said Khandve family have no rights under the provisions of The Bombay Tenancy and Agricultural Lands Act, 1948. Thereafter the names of the heirs of the deceased Shri. Narayan Patloji Khandve came to be deleted from the record of rights and 7/12 extract vide mutation entry no. 4328.

AND WHEREAS, as such, the promoter have acquired rights to develop the area admeasuring 00 H. 88 R. and the ownership rights of an area admeasuring 00 H. 38 R. i.e. both together total area admeasuring 01 H. 26 R. out of total area 01 H. 38 R. of S.No. 73/1 of village Lohegaon, Pune i.e. the said project land and/or said property.

AND WHEREAS, the promoter herein amalgamated the respective areas and demarcated the said amalgamated property from Dy. Superintendent of Land Records, Haveli vide M.R.No. 14571/2015 on dated 06/09/2015 and thereafter prepared layout cum building plans which is duly approved by PMRDA Pune vide outward no. DP/BHA/HAV/BRANCH-1/MOUJE LOHEGAON/TAL.HAVELI/DIST. PUNE/S.NO. 73/1/CASE NO. 140/17-18 dated 14/07/2017. Thereafter Collector Pune (Revenue Branch) granted SANAD regarding the said property vide its order no. PMRDA/NA/SR/75/2017 dated 09/08/2017 wherein it is seen that 00 H.

88 R. (8800 sq.mtrs.) and 00 H. 38 R. (3800 sq.mtrs.) respectively i.e. both together total area admeasuring 01 H. 26 R. (12600 sq.mtrs.) out of S.No. 73/1 of village Lohegaon has been considered out of which after deducting area admeasuring 1532.64 sq.mtrs. shown under road, the balance area 11067.36 sq.mtrs. out of which area admeasuring 9864.58 sq.mtrs. is permitted for residential purpose and an area admeasuring 454.78 sq.mtrs. is permitted for commercial purpose.

AND WHEREAS, in accordance with the current existing sanction building plan/s, the wings/buildings are sanctioned, is as under :-

Wing No.	Existing Sanction Floors	Total Units as per sanction plan	Position/Present Status	Status/Position after proposed revision
A	Lower Ground + Upper Ground + 03 upper floors	56 flats	On-going (Phase-I)	
B	Lower Ground + Upper Ground + 03 upper floors	56 flats	Sanctioned but not commenced and will be commenced in Phase-II	
C	Lower Ground + Upper Ground + 03 upper floors	38 flats/shops	Sanctioned but not commenced and will be commenced in Phase-III	
D	Lower Ground + Upper Ground + 03 upper floors	41 flats/shops	Sanctioned but not commenced and will be commenced in Phase-IV	
Amenity Building	Lower Ground + Upper Ground + 2 upper floors		Sanctioned but not commenced and will be commenced in Phase-V	
Club House in Open Space	Ground + First Floor		---	

AND WHEREAS, the Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

AND WHEREAS, the Vendors/Original Owners/Promoter is in possession of the project land.

AND WHEREAS, the Allottee/s is/are offered an Apartment bearing **flat number** _____ on the _____ **floor**, (hereinafter referred to as the said '**Apartment**') in **Wing A** (hereinafter referred to as the said '**Building**') being constructed in the **Phase-I** of the said project to be known as "**YOGIN BELVA**", 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. The Promoter shall have every right to change and appoint any new consultant as per his discretion and choice.

AND WHEREAS, the Promoter has registered Phase-I comprising of Wing-A of the said the Project under the provisions of the Act with the Maharashtra Real Estate Regulatory Authority at Mumbai 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. The Promoter shall have every right to change and appoint any new consultant as per his discretion and choice,

AND WHEREAS, by virtue of the Agreements/Power of Attorneys, the Promoter has sole and exclusive right to sell the Apartments 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 of the Apartments to receive the sale consideration in respect thereof.

AND WHEREAS, 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's Architects Messrs Adit Admulwar having office at Flat No. 5, Third Floor, Shree Towers, Behind Magarpatta Chowk, Hadapsar, Pune 411 028 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. In addition to this the promoter has requested the allottee to carry out independent search by appointing his own advocate and to raise or ask any queries regarding the marketable title, rights and authorities of the promoter. The Allottee accordingly has satisfied himself about the marketable title of the promoter.

AND WHEREAS, the authenticated copies of Certificates 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 copy of layout and the building plans as proposed by the Promoter and according to which the construction of the building/s, amenity space and open space are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2**.

AND WHEREAS, the authenticated copy of the floor plan of the said apartment have been annexed hereto and marked as **Annexure C-3**.

AND WHEREAS, the authenticated copies of commencement certificate/s have been annexed hereto and marked as **Annexure-D** and the authenticated copy of SANAD order has been annexed and marked as **Annexure-E** herewith.

AND WHEREAS, the specifications and amenities of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been mentioned in **Schedule (IV)** hereunder written.

AND WHEREAS the allottee has independently made himself aware about the specifications provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items fixtures and fittings of the same and have been annexed and marked as annexure.

AND WHEREAS the promoter has today explained to the allottee the fixtures and various items to be used in the construction of the building and the apartment and workmanship of the project and the allottee has been satisfied about the same.

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 Allottee/s has/have applied to the Promoter for allotment of an Apartment bearing **Flat No.** _____ on _____ **floor** situated in the **Wing A** being constructed in the **Phase-I** of the said project known as “**YOGIN BELVA**” .

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/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, 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/s has/have 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/s as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the said Phase-I comprising of Wing-A of the said project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority at Mumbai 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/s, 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/s hereby agree/s to purchase the Apartment and the covered parking (if applicable).

Notwithstanding anything stated in any other document/allotment/letter given or communicated with the allottee at any time prior to the agreement shall be considered as the only document and its conditions shall read as the only conditions valid and basis for which the said unit is agreed to be sold to the allottee.

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 Phase-I comprising of Wing-A consisting of lower ground + upper ground + 3 upper floors, Phase-II comprising of Wing-B consisting of lower ground + upper ground + 3 upper floors, Phase-III comprising of Wing-C consisting of lower ground + upper ground + 3 upper floors, Phase-IV comprising of Wing-D consisting of lower ground + upper ground + 3 upper floors, Phase-V comprising of Amenity Building consisting of lower ground + upper ground + 2 upper floors and club house in open space, 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/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

1(a) (i) The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Apartment bearing **Flat No.** _____ of the type _____ of carpet area admeasuring _____ **sq.metres** on _____ **floor** in **Wing A of Phase-I** (hereinafter referred to as "**the Apartment**") as shown in the Floor plan thereof hereto annexed and marked **Annexure C-1, C-2 and C-3 respectively** and more particularly described in **Schedule (III)** hereunder written for the lump sum consideration of **Rs. _____/- (Rupees _____ Only)** including 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 **Schedules (II)** respectively.

(ii) On the request of the Allottee/s, the Promoter hereby agrees to allot to the Allottee/s covered parking space situated at lower ground/upper ground floor being constructed in the layout.

1(b) The total lump sum aggregate consideration amount for the apartment is thus Rs. _____/-.

1(c) The Allottee/s has/have 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 _____ Only) in the following manner :-

i. Amount of Rs. _____/- (Rupees _____ Only) (20% of the total consideration) to be paid to the Promoter after the execution of this Agreement.

ii. Amount of Rs. _____/- (Rupees _____ Only) (15% 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. _____/- (Rupees _____ Only) (15% of the total consideration) to be paid to the Promoter on completion of the Second Slab of the building or wing in which the said Apartment is located.

iv. Amount of Rs. _____/- (Rupees _____ Only) (10% 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.

v. Amount of Rs. _____/- (Rupees _____ Only) (05% 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.

vi. Amount of Rs. _____/- (Rupees _____ Only) (05% 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.

vii. Amount of Rs. _____/- (Rupees _____ Only) (05% 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.

viii. Amount of Rs. _____/- (Rupees _____ Only) (10% 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.

ix. Balance Amount of Rs. _____/- (Rupees _____ Only) against and at the time of handing over the possession of the Apartment to the Allottee/s on or after receipt of occupancy certificate or completion certificate.

If the promoter completes the construction before time, then the allottee hereby agrees and accepts to pay the consideration amount payable for early completed stage as per payment linked to said stage immediately on demand. No early payment discount will be offered in such case where construction has been completed before the agreed time line.

All charges GST and other government charges, stamp duty, Registration fees other than consideration should be deposited in favour of _____ Bank account No. _____ in _____ IFSC _____.

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

1(e) In addition to the afore said agreed consideration of the said apartment, the Allottee/s hereby agree/s to pay Goods and Service Tax (GST), Stamp Duty including LBT (if any), Registration Charges, Maintenance Charges for first _____ months from the date of actual possession of the said apartment obtained by the allottee/s and other duties, cesses, charges, levies of whatsoever in nature are levied by the Central/State/Semi-Govt., Corporation and/or any other authority or authorities on the sale of the apartment etc. and/or any of the incidents of this transaction including Tax on transfer of property in goods involved in works contracts, etc. then the Allottee/s shall be liable to pay the same immediately on the demand of the Promoter, to the Promoter before the possession of the apartment/s. The Promoter shall not be liable to pay the same. The Allottee/s shall keep the Promoter indemnified from all such liabilities/taxes/cesses/duties etc. The Allottee/s has/have hereby agreed to execute separate indemnity bond/s for additional liability, before taking possession of the said apartment/s.

1(f) 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/s 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/s, which shall only be applicable on subsequent payments. The Promoter may charge the allottee the separately any up gradation/changes specifically requested or approved by the allottee in fittings, fixtures and specifications and any other facility which have been done on the

allottee's request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

1(g) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments @ NIL% per annum for the period by which the respective installment 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/s by the Promoter.

1(h) Disclosure regarding enclosed balcony :-

The Promoter has disclosed and made the Allottee/s well aware that, as per sanction building plan the balconies are shown in the Said Apartment but for convenient usefulness of the Said Apartment the balconies has to be enclosed and get amalgamated into adjacent room as the case may be and which is permitted under Development Control Rules of the Development Controlling Authority applicable to the Said Project and for that required premium has been paid by the Promoter and such modified amalgamated floor plan of apartment is annexed as "ANNEXURE C-3". The aforesaid changes are accepted, admitted and acknowledged by the Allottee/s herein and the Allottee/s shall and will not raise any objection, complaint and query as the case may be for such changes and has/have given irrevocable consent with due diligence. If any Variations or modifications which adversely affect the Said Apartment as shown in "Annexure C-3", Promoter shall have prior consent of the Allottee/s herein.

1(i) The above mentioned total aggregate consideration is not a Sq. Ft. deal but a package deal and on the terms and conditions hereinafter appearing including price for proportionate of the common areas & facilities appurtenant to the said apartment, the subject to the encumbrances of the limited areas & facilities but excluding all expenses of stamp duty including LBT (if any) and registration fees, Goods & Service Tax (GST) and/or any other taxes/cesses/assessments of whatsoever in nature called and imposed by the Central/State Government and Local Bodies etc., which will have to be paid by the Allottee/s to the Promoter or concerned authority separately. The Promoter & the Allottee/s agreed not to question or challenge the said consideration the same having been settled on lump sum basis considering all aspects and other terms of the agreement.

1(j) That any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged/credited by the Promoter, only upon Allottee/s submitting original Tax Deducted at Source Certificate and the amount mentioned in the Certificate is matching with Income Tax Department site. Provided further that at the time of handing over the possession of the Apartment, if any such Certificate is not produced, the Allottee/s shall pay equivalent amount as interest free deposit with the Developer, which deposit shall be refunded by the Promoter on the purchaser producing such Certificate within one month of the Possession. Provided further that in case the Allottee/s fails to produce such certificate within the stipulated period of the one month, the Promoter shall be

entitled to appropriate the said Deposit against the receivable from the Allottee/s.

1(k) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s 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 per cent. 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/s 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/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s 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(l) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name/s as the Promoter may in its sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

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 plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, 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/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s 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/s shall make timely payments of the installment and other dues payable by him/her/them 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 13995.81 square meters only and Promoter has planned to utilize Floor Space Index of 0.9 by availing of TDR or FSI available on payment of premiums or FSI 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 _____ sq.mtrs. as proposed to be utilized by him/her/them for Phase-I comprising of Wing-A on the project land in the said Project and Allottee/s has/have 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 to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agree/s to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s 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/s committing default in payment on due date of any amount due and payable by the Allottee/s 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/s committing three defaults of payment of installments, the Promoter shall at his/her/their own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the allottee/s and mail at the e-mail address provided by the Allottee/s, of his/her/their 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/s fail/s 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/s (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 Apartment which may till then have been paid by the Allottee/s to the Promoter.

However, in such a case of termination by the promoter the promoter shall not be liable to pay interest to the purchaser.

For whatsoever reason if the allottee/s herein, without any default, or breach on his/her/their part, desired to terminate this

agreement/transaction in respect of the said apartment then, the allottee/s herein shall issue a prior written notice to the promoter as to the intention of the purchaser/s and on such receipt of notice the promoter herein shall be entitled to deal with the said apartment with prospective buyers. After receipt of such notice of intention to terminate this agreement the promoter shall issue a 15 days notice in writing calling upon him/her/them to execute and register Deed of cancellation, only upon the execution and registration of Deed of Cancellation the purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the promoter and allottee/s herein terminated as stated in sub-para herein above written then all the instruments under whatsoever head executed between the parties hereto or between the promoter and allottee/s herein, in respect of the said apartment, shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

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 mentioned in **Schedule (IV)** hereunder written.

6. The Promoter shall give possession of the Apartment to the Allottee/s on or before _____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond his/her/their control and of his/her/their agents by the afore said date, then the Promoter shall be liable on demand to refund to the Allottee/s, the amount/s already received by him/her/them in respect of the Apartment with interest at the same rate as may be 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) Non-availability of steel, cement, other building materials, water or electric supply.
- ii) War, civil commotion or act of God;
- iii) Any notice, order, rule, notification of the Government, collector or any disputes or matters relating to the property pending final determination by the courts or any other authorities.

- iv) Changes in any rules Regulations and Bye-laws of various statutory bodies and authorities from time to time then affecting the development and the project.
- v) Delay in grant of any NOC/permission/license connection /installation of any services such as lifts, electricity a water connections and meters to the scheme /unit, road NOC from appropriate authority.
- vi) Delay or default in payment of dues by the unit purchaser under these presents [without prejudice to the right of promoter to terminate this Agreement under clause above]
- vii) Any act beyond the control of the promoter.
- viii) If allottee wants to do extra /additional work in apartment other than specified by promoter.

7.1 Procedure for taking possession :- The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment to the Allottee/s in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s 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/s in writing within 7 (seven) days of receiving the occupancy certificate of the project.

The Promoter herein is developing the said land which consists of various phases having common amenities like club house, land scape garden etc., the construction /development of said common amenities will be completed in due course of only after completion of construction of all the project phases on the said land. The promoter assures to hand over possession of the said common amenities after completion of the entire project as per the lay out.

7.2 The Allottee/s shall take possession of the Apartment within 15 (fifteen) days of the written notice from the promoter to the Allottee/s intimating that the said Apartments are ready for use and occupancy.

7.3 Failure of Allottee to take Possession of Apartment :- Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee/s shall take possession of the Apartment 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 to the allottee/s. In case the Allottee/s fail/s to take possession within the time provided in clause 7.1 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this agreement, duly completed by the date specified herein, or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason the promoter shall be liable on demand to the allottee/s in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with the interest as per state Bank of India highest marginal cost of lending Rate plus 2% percent per annum within 30 days including compensation in the manner as provided under the Act.

7.4 (i) If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is 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/her/their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

(ii) The Promoter specifically discloses that, the manufacturers of certain appliances, equipments, standard fittings, machineries including generator set for backup, electric pump, lifts, security equipments if any, electronic equipments if any, Solar System if any, etc. will be as per the warranty provided by the respective Manufacturer / Supplier. The only warranty on those items is of the manufacturer's warranty and the Promoter is in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

(iii) The Promoter herein by spending huge amount providing high quality specifications in the Said Apartment and for the buildings which are under construction on the Said Project Land which Promoter herein are constructing, hence Allottee/s / unauthorized persons / any agency shall not disturb the same under any circumstances concealed plumbing, concealed wiring etc. and considering this aspect and have the safety measures Allottee/s is/are advised not to open this instrument or to try any changes with all these amenities otherwise guarantee / warranty may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load, neither Allottee/s nor occupier of the Said Apartment or any person on behalf of them is entitled to chisel, break and damage such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or any structural changes or in any manner increase the additional electrical load in the Said Apartment and such act will be amount to be breach of condition of this transaction and the Promoter shall not be responsible for any defects arises due to above mentioned reason/s. This condition is the essence of contract and Allottee/s herein undertakes to abide the same.

(iv) The word defect herein above stated shall mean only the manufacturing defects caused on account of willful neglect of the

Promoter themselves and shall not mean defects caused by normal wear and tear, negligent use of the said Apartment or the building/s by the Allottee/s, abnormal fluctuations in the temperatures, abnormal heavy rains, damages from natural calamity etc.

(v) Provided further that the Allottee/s shall not carry out alterations of whatsoever nature in the said Apartment or in the fittings therein, in particular. It is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring / Dado) in the Toilets/Kitchen as this may result in seepage of the water. If any of such work is carried out without the written consent of the Promoter, the defect liability shall become void.

(vi) That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/building /phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

(vii) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, such defect shall have to be certified by a Registered Government Engineer and then shall submit a report to state the defects in materials used, in the structure built of the apartment and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement

8. The Allottee/s 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/s 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/s, so as to enable the Promoter to register the common organizations of Allottee. No objection shall be taken by the Allottee/s 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 obtaining occupancy/completion certificate and receiving the entire consideration of the said apartment along with all other dues, taxes such as GST etc.

payable under this agreement by the Allottee/s to the Promoter, 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 after formation of the co-operative housing society of the allottee and occupancy certificate /completion certificate being obtained and receipt of entire purchase price of the all apartments sold to the purchasers/allottees other than unsold /retained apartments the promoter shall execute and get register conveyance in favour of co-operative housing society of the allottee as follows :-

9.2a) The Promoter has given the allottee to understand that, in the layout there are different buildings/wings in different phases to be developed.

9.2b) That as per the provisions in the RERA, rules and regulations it is mandatory for the promoter for formation of society and conveyance to be made in favour of the society.

9.2c) That there being more phases in the project the promoter has decided to form co-operative housing society/associations as above clause and then to convey the title to the societies within twelve months from obtaining completion certificate /occupation certificate and receipt of the entire consideration from all the allottees in that building /wing whichever is later.

9.2d) That the building /wing of the first phase will be completed and there will be conveyance of the building only excluding parking /basement /podium in favour of the society /apartment association.

9.2e) That when other buildings/wings will be completed conveyance in their favour will be completed as above.

9.2f) That land and common amenities and facilities will be conveyed by the last and common conveyance in favour of federation /all the societies together, within a period of twelve months after obtaining final completion certificate /occupancy certificate of the entire project and receipt of amount from all the allottees, whichever is later.

9.2g) Thus there will be two stages of conveyance firstly building /wing wise conveyance of the building and common conveyance of the land in the layout and common amenities and facilities.

9.3 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company obtaining occupancy certificate and completion certificate and receiving the entire consideration of the said apartment along with all other dues, taxes such as GST etc. payable under this agreement by all the Allottee/s to the

Promoter, 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.

9.4 Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s 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/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agree/s that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter a lump sum amount of Rs. _____ (for the period of 1 year) out of which 50% amount Rs. _____ towards maintenance of allottee's wing and remaining 50% amount of Rs. _____ towards common maintenance entire project which is calculated on the basis of total Carpet area of the apartment @ rate of Rs. 360/- per sq.mtrs. towards the outgoings. The amounts so paid by the Allottee/s 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 afore said 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.

It is further agreed between the parties that, this is the temporary arrangement made. The Promoter shall collect the amounts as aforesaid and shall spend the same for and towards maintenance of the building/s and common amenities. If at the time of handing over of the affairs to the society for the maintenance there is any surplus amount then the same shall be transferred to the society and further if there is any extra amount spend by the promoter then the society /the present allottee shall contribute proportionately in the same.

The Purchaser/herein is well aware that the state Government of Maharashtra has imposed value added tax (VAT) on the agreed consideration for the transaction for sale of apartment by the promoter to the allottee of the apartments under the value added Tax Act 2002 and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that the Allottee/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this

transaction to the promoter herein to enable the promoter to deposit /pay the same to the Government of Maharashtra.

The Allottee/s herein is well aware that the Central Government of India, has imposed service tax on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of apartments by the promoter to the allottee/s and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the promoter and hence it is agreed between the parties hereto that the allottee/s herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration.

That the allottees are made aware and expressly agree herein that where the project is out of water supply /one of the local authority and there is likely to be low water supply from the local authority and the allottee shall have to pay for the water charges either by tanker or any other form.

9.5 In the event, the Society or Association or Limited Company or Ultimate Organization is handed over the administration of the property before the sale and disposal of all the apartments / tenements in the building/s all the powers, authorities and right of the apartment to Allottee/s herein shall be always subject to the Promoter's over all right to dispose of unsold apartments and unsold/unallotted covered parking spaces and all other rights thereon, it is specifically agreed between the parties hereto that for the unsold apartments / tenements / units and unsold/unallotted covered car parking/s the Promoter herein shall and will not be liable or required to contribute towards the common expenses or maintenance charge or any amount under any head towards the share in the common expenses in respect of the unsold apartments nor will be Promoter or the new incoming Allottee/s be liable and required to pay any transfer charges, premium, etc.

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

(i) Rs. **600/-** for share money, application entrance fee of the Society or Apartment Association/Limited Company/Federation/Apex body.

(ii) Rs. **3000/-** for formation and registration of the Society or Apartment Association/Limited Company/Federation/Apex body.

11. The Allottee/s shall pay to the Promoter a sum of **Rs. 10,000/-** 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/s 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/s 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/s 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; project loan if taken has to be mentioned in title report.
- 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/s 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 which will, in any manner, affect the rights of Allottee/s under this Agreement;

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

ix. All 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/herself/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/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

iii. To carry out at his/her/their 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/s 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/s committing any act in contravention of the above provision, the Allottee/s 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/her/their 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/s for any purposes other than for purpose for which it is sold.

ix. The Allottee/s 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/s to the Promoter under this Agreement are fully paid up.

x. The Allottee/s 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 Apartment 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/s 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 Company, the Allottee/s 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/s 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.

That nothing herein contained shall construe as entitling the allottee any right on any of the adjoining neighboring or the remaining buildings/common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allottee to the developer in this regards.

That the parking spaces sold to each allottee shall be used only for the purposes of parking and that the said space is designed and made for use of parking of cars/two-wheelers only.

It is specifically understood and agreed by the allottee that the prospectus other advertising material published by the promoter from time to time in respect of the project contained various features such as furniture plantation, colors, vehicles, etc. and same shall not be considered in any manner as agreement between promoters and allottee/s. The details mentioned in specification and Amenities hereunder

considered as final definitive duly negotiated and binding between the parties and supersedes all earlier communications.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s 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/s shall has/have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them 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 ON SUBJECT APARTMENT

After the Promoter executes this Agreement, he/she/they 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 charges shall not effect the right and interest of the Allottee/s who has/have taken or agreed to take such Apartment.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s 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/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s 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/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s 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/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 Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee/s has/have 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/s, in Pune after the Agreement is duly executed by the Allottee/s 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.

26. The Allottee/s 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/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D. and notified Email ID/Under Certificate of Posting at their respective address specified below :-

_____ Name of Allottee/s

_____ (Allottee's Address)

Notified Email ID : _____

M/s. Yogin Associates (Name of Promoter)

Office at S.No. 292, Shivnagar, Near Gajanan Mangal Karyalay,
Moze Colony, Lohegaon, Pune 411 047 (Promoter Address)

Notified Email ID :

It shall be the duty of the Allottee/s 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/s, 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/s whose name appears first and at the address given by him/her/them which shall for all intents and purpose to consider as properly served on all the Allottee/s.

29. WAIVER NOT A LIMITATION TO ENFORCE

The promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the allottee in not making payments as per the payment plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the allottee that exercise of discretion by the promoter in the case of by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the promoter to exercise such discretion in the case of other Allottees.

Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

30. Stamp Duty and Registration :- The charges towards stamp duty and registration of this agreement shall be borne by the allottee/s.

31. Dispute Resolution :- Any dispute between the parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority (MahaRERA) as per the provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulations, thereunder.

32. 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.

33. DETAILS OF SCHEDULE AND ANNEXURES TO THIS AGREEMENT

DETAILS OF SCHEDULES

SCHEDULE	PARTICULARS
Schedule (I)	Description of Project Land
Schedule (II)	Common Areas and Facilities to the project
Schedule (III)	Description of Apartment and Covered Parking (if any)
Schedule (IV)	Specifications and Amenities to be provided to the said

	Apartment to be purchased by the Allottee/s as approved by the concerned local authority.
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DETAILS OF ANNEXURES

ANNEXURE	PARTICULARS
Annexure – A	Title Report
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 plans of Layout
Annexure – C-2	Authenticated copies of the building plans as approved by the concerned Local Authority
Annexure – C-3	Authenticated copy of floor plan of the said apartment
Annexure - D	Copies of Commencement Certificate issued by PMRDA Pune from time to time
Annexure – E	Copy of Sanad issued by Collector Pune
Annexure-F	Authenticated copy of the Registration Certificate of the Project granted by the Maharashtra Real Estate Regulatory Authority

SCHEDULE (I) ABOVE REFERRED TO (Description of the said property and/or project land and all other details)

All that piece and parcel of the portion of non agriculture lands admeasuring 00 H. 88 R. and 00 H. 38 R. respectively i.e. both together total area admeasuring 01 H. 26 R. or thereabout from and out of total area admeasuring 01 H. 38 R. (inclusive area of pot kharaba 00 H. 17 R.), assessed at Rs. 00-94 Ps., bearing Survey No. 73/1 lying and situate at village Lohegaon, Taluka Haveli, District Pune, within the local limits of Gram Panchayat Lohegaon, Taluka Panchayat Samiti Haveli, Zilla Parishad Pune newly extended limits of Pune Municipal Corporation and also within the jurisdiction of Sub-Registrar Haveli No. 8, Pune and within the periphery of Pune Metropolitan Region Development Authority Pune (PMRDA Pune), and the said property is bounded as follows :-

On or towards EAST	::	By
On or towards SOUTH	::	By
On or towards WEST	::	By
On or towards NORTH	::	By

SCHEDULE (II) (Description of the Apartment and covered parking, if applicable)

1. Apartment No. :

2. Floor :
3. Wing. : A, in Phase-I of “ **YOGIN BELVA** ” Project,
4. Carpet Area about _____ sq.mtrs.
5. Adjacent Open/Enclosed Balcony Area about _____ sq.mtrs. for exclusive use of the said apartment.
6. Adjacent Terrace Area about _____ sq.mtrs. for exclusive use of the said apartment.
7. Exclusive right to use One Covered Car Parking No. _____ on lower ground / upper ground floor, admeasuring _____ sq.mtrs., which will be allotted at the time of delivery of possession of the said apartment.

Four boundaries of the apartment are as follows: -

- On or towards EAST : By
 On or towards SOUTH : By
 On or towards WEST : By
 On or towards NORTH : By

SCHEDULE (III)

(Here set out the nature, extent and description of common areas to the project)

1. The project land and the open space described in the First Schedule above.
2. The footings, RCC structures and main walls of the building.
3. Staircase column in the building/s.
4. Common drainage, water and electrical lines.
5. Common ground water storage tanks and overhead water reservoirs and plumbing machinery, pumps etc.
6. Compound walls, fencing and gates.

SCHEDULE (IV)

(Here set out the nature, extent and description of common facilities to the project)

Common facilities and amenities for all buildings to be proposed on the said project, which shall be handed over after entire buildings of the project are completed.

- i) Swimming pool /Gazebo
- ii) Club House with Gymnasium
- iii) Party lawn with Buffet area
- iv) Lift/s
- v) Decorated entrance lobby/CCTV watch
- vi) Power back up for common facilities
- vii) Rainwater harvesting system
- viii) Sewage water treatment plant
- ix) Concrete/paved internal pathways
- x) Streetlights
- xi) Solar Water Heaters system
- xii) Video door Bell intercom system
- xiii) Wifi Facility
- xiv) Senior Citizen zone & Temple
- xv) Multiple kids play area
- Xvi) Tree lined campus

SCHEDULE (V)
(Specification for the Apartment)

Structure: -

- 1) RCC framed earthquake resistance structure
- 2) 4" internal and 6" external walls in Rod bricks
- 3) External double coat plaster
- 4) Internal gypsum finish.

Electrical Fitting: -

- 1) Concealed wiring and modular switches
- 2) Fire resistant cabling for the entire flat
- 3) Miniature circuits breakers
- 4) Adequate electrical points in all rooms.
- 5) Telephone point in living room.
- 6) Provision for exhaust in each washroom.

Kitchen: -

- 1) Granite kitchen platform with stainless steel sink
- 2) Decorative dado tiles above platform upto lintel level.
- 3) Dry terrace with provision for washing machine (inlay and outlay).

- 4) Provision of water purifier.

Toilet: -

- 1) Concealed branded fittings with hot & cold mixers
- 2) Commode with flush tank.
- 3) Provision for geyser in each Washroom.
- 4) Designer bathroom tiles up to lintel level.
- 5) Granite stone facia for toilet door opening

Doors: -

- 1) Attractive laminated main entrance door.
- 2) Internal laminated flush doors.
- 3) M.S. French Door for Terrace
- 4) Premium quality door fitting & fixtures

Windows: -

- 1) 2 track/3 track powder coated aluminum sliding windows.
- 2) Mosquito net with MS safety grills.
- 3) Marble/granite sills for all windows.

Finishes: -

- 1) Oil-bond distemper paint on internal walls.
- 2) External apex paint.

Flooring: -

- 1) 24*24 vitrified tile flooring and skirting.
- 2) Anti-skid flooring for toilet, terrace & Dry balcony.

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 PROMOTER/CONSENTING PARTIES -

Name and Signature	Thumb Impression	Photo
M/s. Yogin Associates through its partner Mr. Hemant Haribhau Kadam (for self being promoter and POAH on behalf of consenting parties no. 1 & 2)		

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE/S -

Name and Signature	Thumb Impression	Photo
Mr./Mrs. _____		
Mr./Mrs. _____		

In the presence of WITNESSES :

1. Name _____
 Signature _____
2. Name _____

Signature _____

ANNEXURE (A)

Title Report

ANNEXURE (B)

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

ANNEXURE (C-1)

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

ANNEXURE (C-2)

(Authenticated copies of the plans of the Building Layout as proposed by the Promoter and according to which the construction of the building and open space are proposed to be provided for on the said project)

ANNEXURE (C-3)

(Authenticated copy of floor plan of the apartment)

ANNEXURE (D)

(Authenticated Copies of Commencement Certificate/s issued by the local authority)

ANNEXURE (E)

(Authenticated Copy of Sanad Order)

ANNEXURE (F)

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

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

I say received.

The Promoter/s.