

1

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE IS MADE AND EXECUTED AT PUNE THIS _____
DAY OF _____ IN THE YEAR 2022.

..... 2

BETWEEN

YUVRAJ LANDMARK,

A registered partnership firm under the Indian Partnership Act 1932, having its office at : - Flat No. 4/5, Erande Vila, Plot No. 32, Vardayani Society, Sus Road, Pashan, Pune – 411021. IT PAN – AACFY4765E, Through its authorized partners –

1) MR. DUNU MEGHANATH MEGHAWAT

Age – 44 years, Occupation – Business,
R/at – Flat No. 4/5, Erande Villa, Plot No. 32,
Vardayani Society, Sus Road, Pashan, Pune – 411 021
IT PAN - AFNPM0411P

2) MR. KESHAV HIRYA MUDAVAT

Age – 37 years, Occupation – Business,
R/at : - Flat No. B-504, Vedant Residency Phase – II,
Thaksen Nagar, Sus, Tal. Mulshi, Dist. Pune – 411 021.
I.T. PAN – AOSPM0110M
Aadhar No: 250241775797

Hereinafter referred to as the '**PROMOTER**', (which expression shall mean and include the said partnership firm, its partners and their respective assigns, heirs, executors, administrators etc.)

OF THE FIRST PART

AND

1) MR. _____,

Age – _____ Years, Occupation – _____

IT PAN – _____

AADHAR CARD No. – _____

Email Id – _____

Mob. No. _____

Residing at- _____,

2) MRS. _____,
 Age – _____ Years, Occupation – _____
 IT PAN – _____
 AADHAR CARD No. – _____
 Email Id – _____
 Mob. No. _____
 Residing at- _____,

Hereinafter referred to as the '**ALLOTTEE/S**', (Which expression shall mean and include his/ her/ their respective assigns, heirs, executors and administrators etc.)

--- OF THE SECOND PART

AND

1) MR. KESHAV HIRYA MUDAVAT, Age – 40 years, Occupation – Business, R/at – Flat No. B-504, Vedant Residency Phase – II, Thaksen Nagar, Sus, Tal. Mulshi, Dist. Pune – 411021. (I.T. PAN – AOSPM0110M) **2) MR. DUNU MEGHANATH MEGHAWAT**, Age – 49 years, Occupation – Business, R/at – Flat No. 4/5, Erande Villa, Plot No. 32, Vardayani Society, Sus Road, Pashan, Pune – 411 021 (I.T. PAN - AFNPM0411P), by and through their irrevocable Power of Attorney holder – **YUVRAJ LANDMARK**, A registered partnership firm under the Indian Partnership Act 1932, having its office at : - Flat No. 4/5, Erande Vila, Plot No. 32, Vardayini Society, Sus Road, Pashan, Pune – 411021. IT PAN – AACFY4765E, Through its authorized partners – **1) MR. DUNU MEGHANATH MEGHAWAT**, Age – 44 years, Occupation – Business, R/at – Flat No. 4/5, Erande Villa, Plot No. 32, Vardayani Society, Sus Road, Pashan, Pune – 411 021 (IT PAN - AFNPM0411P), **2) MR. KESHAV HIRYA MUDAVAT**, Age – 37 years, Occupation – Business, R/at : - Flat No. B-504, Vedant Residency Phase – II, Thaksen Nagar, Sus, Tal. Mulshi, Dist. Pune – 411 021. (I.T. PAN – AOSPM0110M)

Hereinafter referred to as **jointly “ THE CONSENTING PARTY ” and individually “ THE CONSENTING PARTY NO. 1 AND 2 ”**, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the land owners, his/her/their successors, heirs and permitted assignees alone so far as the obligations on the part of the Promoter is concerned)

PARTY OF THE THIRD PART

PRESENT RECITALS SHALL FORM PART OF TERMS OF PRESENT AGREEMENT ::

- A.** All that piece and parcel of the leasehold rights in respect of the **1) Plot bearing No. A-52, admeasuring area 462.50 Sq. Mtrs. i.e. 4976.50 Sq. Ft., 2) Plot bearing No. A-53, admeasuring area 462.50 Sq. Mtrs. i.e. 4976.50 Sq. Ft.** in the society known as "**MOHAN NAGAR CO - OPERATIVE HOUSING SOCIETY LIMITED**", out of the amalgamated and sanctioned layout of all those properties bearing **(1) Survey No. 53/7, (2) Survey No. 54/3, (3) Survey No. 54/5/1, (4) Survey No. 94/1, (5) Survey No. 95, (6) Survey No. 96/1/1, (7) Survey No. 96/1/2, (8) Survey No. 96/2, (9) Survey No. 96/3, (10) Survey No. 96/4, (11) Survey No. 97,** situated at Village **BANER**, Taluka Haveli, District Pune, and within the limit of the Pune Municipal Corporation, and within the jurisdiction of Sub Registrar Haveli, Pune, more particularly described in the Schedule – I written hereunder and hereinafter for the sake of brevity and convenience called to and referred as "the **SAID PROPERTIES**") hold and possessed by the Consenting Party, jointly and/or individually, and according to their share, the names of the Consenting Party recorded into society and other Govt. records.
- B.** By and through the registered Development Agreement and Power of Attorney, the Promoter herein has acquired the development rights in respect of the said PROPERTIES from the Consenting Party.
- C. ACQUISITION OF THE DEVELOPMENT RIGHTS : –**
1. All those pieces and parcel of the lands bearing **(1) Survey No. 53/7,** admeasuring 00 Hectare 24 Aar plus pot kharaba area 00 Hectare 01 Aar, totally admeasuring 00 Hectare 25 Aar, assessed at Rs. 01.06 Ps., **(2) Survey No. 54/3,** admeasuring 00 Hectare 80 Aar plus pot kharaba area 00 Hectare 05 Aar, totally admeasuring 00 Hectare 85 Aar, assessed at Rs. 01.56 Ps., **(3) Survey No. 54/5/1,** admeasuring 02 Hectare 55 Aar plus pot kharaba area 00 Hectare 11 Aar, totally admeasuring 02 Hectare 66 Aar, assessed at Rs. 07.89 Ps., out of which an admeasuring area 02 Hectare 53 Aar, **(4) Survey No. 94/1,** admeasuring 05 Hectare 07 Aar plus pot kharaba area 00 Hectare 42 Aar, totally admeasuring 05 Hectare 49 Aar, assessed at Rs. 09.90 Ps., **(5) Survey No. 95,** admeasuring 00 Hectare 73 Aar plus pot kharaba area 00 Hectare 15 Aar, totally admeasuring 00 Hectare 88 Aar, assessed at Rs. 01.25 Ps., **(6) Survey No. 96/1/1,** admeasuring 01 Hectare

65 Aar plus pot kharaba area 00 Hectare 19 Aar, totally admeasuring 01 Hectare 84 Aar, assessed at Rs. 01.94 Ps., out of which an admeasuring area 01 Hectare 14 Aar, **(7) Survey No. 96/1/2**, admeasuring 02 Hectare 38 Aar plus pot kharaba area 00 Hectare 10 Aar, totally admeasuring 02 Hectare 48 Aar, assessed at Rs. 02.88 Ps., **(8) Survey No. 96/2**, admeasuring 00 Hectare 48 Aar plus pot kharaba area 00 Hectare 03 Aar, totally admeasuring 00 Hectare 51 Aar, assessed at Rs. 00.56 Ps., **(9) Survey No. 96/3**, admeasuring 00 Hectare 96 Aar plus pot kharaba area 00 Hectare 14 Aar, totally admeasuring 01 Hectare 10 Aar, assessed at Rs. 01.06 Ps., **(10) Survey No. 96/4**, admeasuring 00 Hectare 92 Aar plus pot kharaba area 00 Hectare 44 Aar, totally admeasuring 01 Hectare 36 Aar, assessed at Rs. 01.06 Ps., **(11) Survey No. 97**, admeasuring 05 Hectare 91 Aar plus pot kharaba area 00 Hectare 86 Aar, totally admeasuring 06 Hectare 77 Aar, assessed at Rs. 07.50 Ps., all properties situated at Village **BANER**, Taluka Haveli, district Pune, within the jurisdiction of the Registration Sub District Taluka Haveli, District Pune (hereinafter for the sake of brevity and convenience called to and referred as “ **the said PROPERTIES** ”) owned by **MOHAN NAGAR CO - OPERATIVE HOUSING SOCIETY LIMITED.**, a Co-operative Housing Society, registered under the provision of the Maharashtra Co-operative Society Act, 1960, having its Registration No. PB/476, dated 28/06/1948 and Registered Office at - Geeta Dharma Mandal, 1141, Sadashiv Peth, Pune – 411 030 (hereinafter for the sake of brevity and convenience called and referred to as “ **the said SOCIETY** ”), and the name of the said society recorded into 7/12 extract and other Govt. records, as an owner.

2. The said Society had prepared the layout plan of the entire properties and got sanctioned from the Assistant Director, Town Planning, Pune vide their **letter No. Layout/S.No. 94(Part), 95(Part)/Mouje Baner/ Haveli/SSP/ 5460, dated 24/07/1996**, and the said entire properties were divided into plots, open space, amenity space provided therein and the Hon'ble Collector of Pune vide their **Order No. PRH/NA/SR/195/96, dated 27/12/1996** allowed the said properties to be used for residential purposes and the same was converted into Non-Agricultural use. The society has revised the said layout, and has got the same sanctioned from Pune Municipal Corporation by **Revised Sanctioned Layout Permission No. CC/0083/17, dated 13/04/2017**.
3. The said society had decided in it's General Body meeting held on 07/12/2006 to grant perpetuity to the lessees of the respective plot/s

through its members subject to the members fulfilling the conditions mentioned in the Bye-laws framed by the society and approved by the District Deputy Registrar, Co – operative Housing Societies, Pune.

4. BRIEF TITLE HISTORY OF THE PLOT BEARING NO. A-52 ADMEASURING AREA 462.50 SQ. MTRS. I.E. 4976.50 SQ. FT. AS UNDER : -

- a) **SMT. KAMAL ACHYUT PURANIK** was the original member of the said Society. Being, the member, the said Society had allotted five shares of Rs. 50/- each bearing **distinctive Nos. 706 to 710 under Share Certificate No. 142, dated 01/02/1991** issued by the said Society. At the request of SMT. KAMAL ACHYUT PURANIK, the said shares were transferred to the name of her husband SHRI. ACHYUT HARI PURANIK on or about 09/08/1996, by and through the Resolution No. 5 passed by the Said Society, the name of SHRI. ACHYUT HARI PURANIK had recorded into the said Share Certificate. Moreover, SHRI. ACHYUT HARI PURANIK during his life time had registered with the Said Society the nomination of the said shares in the name of his elder son namely MR. ARUN ACHYUT PURANIK. SHRI. ACHYUT HARI PURANIK expired on 07/12/2005 and after his death, the said Society have transferred the said share in the name of MR. ARUN ACHYUT PURANIK, as the nominee thereof. Accordingly, by and through the Resolution No. 9, dated 27/09/2006 and with the consent of other legal heirs of Late ACHYUT HARI PURANIK, the said Society has recorded the name of MR. ARUN ACHYUT PURANIK into the said Share Certificate. Accordingly, **MR. ARUN ACHYUT PURANIK** became the member of the Society and holding five shares of Rs. 50/- each bearing **distinctive Nos. 706 to 710 under Share Certificate No. 142, dated 01/02/1991.**
- b) By an **Allotment Letter No. 147, dated 04/02/2008**, the said Society have allotted the **Plot bearing No. A-52, admeasuring area 462.50 Sq. Mtrs. i.e. 4976.50 Sq. Ft.,** in the society known as "**MOHAN NAGAR CO – OPERATIVE HOUSING SOCIETY LIMITED.** ", out of the sanctioned layout of the said properties, which plot of land is more particularly described in the Schedule – I-A written hereunder to **MR. ARUN ACHYUT PURANIK**, on lease.
- c) The said Society has executed a Lease Deed on 30/08/2010 in respect of the said **Plot No. A-52**, in favour of **MR. ARUN ACHYUT PURANIK**, for a term of 999 years w.e.f. 04/02/2008.

The said Lease Deed has been duly registered in the office of the Sub Registrar Haveli No. 16 Pune vide **Serial No. 8265/2010 dated 30/08/2010.**

- d) By and through the **Deed of Transfer for Leasehold Rights and General Power of Attorney dated 07/05/2019, MR. ARUN ACHYUT PURANIK** has assigned, transferred all her leasehold rights, claims and possession of the said **Plot No. A-52**, which acquired as Lessee by and through **Lease Deed dated 07/05/2019**, to **MR. KESHAV HIRYA MUDAVAT**. The said **Deed of Assignment for Leasehold Rights and General Power of Attorney dated 07/05/2019** have been duly registered in the office of the Sub Registrar Haveli No. 15 Pune vide **Serial Nos. 7908/2019 and 7909/2019 on 07/05/2019** respectively.
- e) According to the said **Deed of Assignment for Leasehold Rights dated 07/05/2019**, the said Society transferred the said shares of Rs. 50/- each bearing **distinctive Nos. 706 to 710 under Share Certificate No. 142, dated 01/02/1991** to **MR. KESHAV HIRYA MUDAVAT**, by its Resolution No. 2 passed in the meeting of the Managing Committee held on 31/05/2019.
- f) The said Society has enrolled **MR. KESHAV HIRYA MUDAVAT**, as new Lessee of the said **Plot No. A-52**. Thus, **MR. KESHAV HIRYA MUDAVAT**, who have acquired the leasehold rights, claims and possession of the said **Plot No. A-52**, as the Lessee.

5. BRIEF TITLE HISTORY OF THE PLOT BEARING NO. A-53, ADMEASURING AREA 462.50 SQ. MTRS. I.E. 4976.50 SQ. FT. AS UNDER :-

- a. **MRS. JAYANTEE NARAYAN DESHPANDE** is the member of the Society and holding five shares of Rs. 50/- each bearing **distinctive Nos. 826 to 830 under Share Certificate No. 166, dated 01/02/1991** issued by the said Society.
- b. By an **Allotment Letter No. 116, dated 26/12/2007**, the said Society have allotted the **Plot bearing No. A-53, admeasuring area 462.50 Sq. Mtrs. i.e. 4976.50 Sq. Ft.**, in the society known as "**MOHAN NAGAR CO- OPERATIVE HOUSING SOCIETY LIMITED.** ", out of the sanctioned layout of the said properties, which plot of land is more particularly

described in the Schedule – I-B written hereunder to **MRS. JAYANTEE NARAYAN DESHPANDE**, on lease.

- c. The said Society has executed a Lease Deed on 18/03/2010 respect of the said **Plot No. A-53**, in favour of **MRS. JAYANTEE NARAYAN DESHPANDE**, for a term of 999 years w.e.f. 26/12/2007. The said Lease Deed has been duly registered in the office of the Sub Registrar Haveli No. 16 Pune vide **Serial No. 2524/2010 dated 18/03/2010**.
- d. It has been observed that in the said Lease Deed dated 18/03/2010, due to some typographical error, the said Plot of Land has been mentioned as “A-57” instead of “A-53”. Pursuant thereto, the said Society have executed a **Correction Deed dated 29/10/2010 and 15/10/2018**, which has been duly registered in the Office of Sub-Registrar Haveli No. 16 at Serial No. **10152/2010 and 16416/2018 on 29/10/2010 and 19/10/2018** respectively.
- e. By and through a **Deed of Transfer for Leasehold Rights and General Power of Attorney dated 31/01/2019** **MRS. JAYANTEE NARAYAN DESHPANDE** has assigned, transferred all his leasehold rights, claims and possession of the said **Plot No. A-53**, which acquired as Lessee by and through **Lease Deed dated 31/01/2019**, to **MR. DUNU MEGHANATH MEGHAWAT**. The said **Deed of Assignment for Leasehold Rights and General Power of Attorney dated 31/01/2019** have been duly registered in the office of the Sub Registrar Haveli No. 15 Pune vide **Serial Nos. 1520/2019 and 1521/2019 on 31/01/2019** respectively.
- f. According to the said **Deed of Assignment for Leasehold Rights dated 31/01/2019**, the said Society transferred the said shares of Rs. 50/- each bearing **distinctive Nos. 826 to 830 under Share Certificate No. 166, dated 01/02/1991** to **MR. DUNU MEGHANATH MEGHAWAT**, by its Resolution No. 4 passed in the meeting of the Managing Committee held on 08/02/2019.
- g. The said Society has enrolled **MR. DUNU MEGHANATH MEGHAWAT**, as new Lessee of the said **Plot No. A-53**. Thus, **MR. DUNU MEGHANATH MEGHAWAT**, who have acquired the leasehold rights, claims and possession of the said **Plot No. A-53**, as the Lessee.

6. By and through the **Development Agreement coupled with Power of Attorney dated 14/01/2022**, which have been duly registered in the Office of the Sub-Registrar Haveli No. 15 at Serial Nos. **721/2022 and 722/2022** respectively, **MR. KESHAV HIRYA MUDAVAT AND MR. DUNU MEGHANATH MEGHAWAT** jointly and/or severally i.e. the **CONSENTING PARTY** herein have granted their development rights in respect of the said **Plot No. A-52 and Plot No. A-53, more particularly described in the Schedule – I written hereunder** and hereinafter for the sake of brevity and convenience called to and referred as **“the SAID PROPERTIES” to YUVRAJ LANDMARK**, a registered partnership firm i.e. the **PROMOTER** herein.
7. Accordingly, by virtue of the above mentioned registered Development Agreement and Power of Attorney dated 14/01/2022, the Promoter has acquired the development rights in respect of the said properties from the Consenting Party.

D. SANCTIONED OF BUILDING PLANS -

- a) The Pune Municipal Corporation have sanctioned the plans, the specifications, elevations, sections of the proposed building/s to be constructed on the said Properties by the Promoter, and have issued the necessary **Commencement Certificate bearing No. CC/1006/21, dated 22/07/2021** (Hereinafter referred to as the ‘**Sanctioned Plans**’).
- b) According to sanctioned plans, the Promoter herein decided to implement the project of development and sale of units under named and styled as **“ BALAJI HEIGHTS ”** in form of single building having Parking + 7 Floors (hereinafter referred to as the ‘**SAID PROJECT**’).

E. FUTURE DEVELOPMENT ::

- (i) According to **Commencement Certificate bearing No. CC/1006/21, dated 22/07/2021**, the plans of parking floor and upper seven floors have been sanctioned.

- F.** The Promoter has appointed the Architect of the Said project **ARC. PARESH KOSHTI**, who is duly registered with the Council of Architects. The Promoter has also appointed the structural Engineer **M/S. SP STRUCTURAL AND PROJECT MANAGEMENT CONSULTANTS LLP**, for structural designs

and drawings of the building/s and the Promoter has accepted professional supervision of the Architects and the structural Engineers for the said project.

- G.** The Promoter has obtained the title certificate in respect of the said Properties and the said project thereon, from his legal adviser namely **MORMON LEGAL SERVICES**, through Advocate Birjis M. Inamdar. The Promoter herein is absolutely entitled to implement the said project and to sell the proposed tenements / units therein, on ownership basis;
- H.** The Allottee/s is aware of the fact that the Promoter has entered or will enter into similar and/ or separate Agreements with several other Allottee/s, person and parties in respect of tenements / units in the said building / project. At the time of booking of the apartment and issuing the Allotment Letter, the Promoter provided to the Allottee/s the following documents and details as required by the provisions of Sec. 11 (3) of the Real Estate (Regulation and Development) Act, 2016;

Sr. No.	Document/ Details	Remark
1.	Sanctioned Building Plans	Commencement Certificates as detailed in para no. 'F' above, sanctioned as well as future alterations and additions
2.	Layout Plans	Sanctioned building plans
3.	Specifications	(i) Apartment and Building and (ii) said Project, attached with this Agreement
4.	Provisions for civic infrastructure like (i) Water through paid water tanker supply, (ii) sanitation by way of connecting the drainage line to municipal main drainage lines, (iii) Electricity by way of transformer, meter connections	Promoter plan to provide the potable and domestic use water through municipal water supply as well as borewell and in case the same falls deficient then the water shall be purchased by occupants and the organization of occupants.

- I.** The Promoter has provided to the Allottee/s the following documents:

Documents	Details / Remark	Annexed with Agreement as
Authenticated copies of the plans of building as approved by Pimpri Chinchwad Municipal Corporation	Commencement Certificate bearing No. CC/1006/21, dated 22/07/2021	'A'
Plan showing said apartment	Sanctioned as per rules of the Pune Municipal Corporation	'B'
7/12 extracts showing the revenue records of the project land	Land bearing 1) Survey No. 53/7, (2) Survey No. 54/3, (3) Survey No. 54/5/1, (4) Survey No. 94/1, (5) Survey No. 95, (6) Survey No. 96/1/1, (7) Survey No. 96/1/2, (8) Survey No. 96/2, (9) Survey No. 96/3, (10) Survey No. 96/4, (11) Survey No. 97, situated at Village BANER, Taluka Haveli, District Pune,	'C'
Rights of the Consenting Party	Share Certificates showing the rights of the Consenting party over the said Properties.	'D'
Documents showing the rights of the Promoter	Index - II of the above mentioned Development Agreements	'E'
Title Certificate issued by Mormon Legal Services, through Advocate Birjis M. Inamdar	On the basis of search and title report taken from last 30 years.	'F'
Rera Registration Certificate	The said project is registered with the MahaRera Authority	'G'

J. TERMS OF SANCTION BINDING UPON ALLOTTEE/S ::

- a) 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 strictly binding on the Allottee/s.
- b) The Allottee/s on confirmation of accepting all the conditions of sanctioned plans by competent authority has further stated that if any conditions that have been imposed on the said project / building / phase / wing, which are contrary to the prevalent laws/ rules/ regulations under which sanctioned plans have been given shall be binding on the Allottee/s and that the Allottee/s shall not hold the Promoter responsible for such contrary conditions. Further the terms of sanction require and may require certain compliances during occupancy which shall be carried out, looked after and observed by the Allottee/s, occupants and organization of occupants.
- c) The Allottee/s has also conveyed by said application that, the Allottee/s is interested for allotment of the apartment on the basis of personal inquiry at the site.
- d) After fully understanding and acquainting himself /herself/ itself of the development, maintenance and management of the amenities & facilities of the said Project, the Allottee/s has/have approached the Promoter for allotment of a **Residential unit / Flat bearing No. " _____ ",** Carpet area admeasuring _____ **Sq. Ft.** i.e. _____ **Sq. Mtrs., alongwith attached Balcony,** area admeasuring _____ **Sq. Ft.** i.e. _____ **Sq. Mtrs.,** situated on the _____ **Floor,** of the building to be known as "**BALAJI HEIGHTS** " (hereinafter referred to as "**THE SAID FLAT / APARTMENT**"), which is to be constructed on the said Properties more particularly described in the **SCHEDULE – I,** for the negotiated **TOTAL CONSIDERATION OF RS. _____/- (RUPEES _____ ONLY),** and marked in the Floor plan, which is attached herewith as **Annexure - "B"** means the net usable floor area of an flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive

use of the Allottee/s, but includes the area covered by the internal partition walls of the flat.

- e) 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.
- f) The Promoter hereby declare and disclose that the Promoter shall allot the exclusive right to use one car parking space (Open / covered) to the 2BHK Apartment holder/s and one two wheeler parking space to the 1BHK Apartment holder/s. Accordingly, the Promoter shall handover the actual possession of parking space to the respective Apartment holders, as and by agreed between the Promoter and the Apartment holders, after obtaining the Completion Certificate and/or Occupancy Certificate. The Promoter shall also issue a separate allotment letter for the allotment of parking space to the respective Apartment holders accordingly.
- g) Prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of **RS. _____/- (RUPEES _____ LAKHS ONLY)**, being part payment of the sale consideration of the said Flat agreed to be sold by the Promoter to the Allottee/s & Allottee/s has paid advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration of the said flat / apartment as prescribed in the payment plan as may be demanded by the Promoter, within the time and manner specified therein.
- h) That the said project is registered with Maharashtra RERA Authority as per provisions of the Real Estate (Regulation and Development) Act, 2016, vide **Registration No. _____, dated ____/____/2022.**
- i) Under section 13 of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, the Promoter is required to execute a written Agreement for sale of said Flat with the Allottee/s, being in fact

these presents and also to register said Agreement under the Registration Act, 1908.

- j) 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.

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1) INTERPRETATION AND DEFINITIONS ::

- (i) **'ACT'** : - Real Estate (Regulation and Development) Act, 2016
- (ii) **'RULES'** : - Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of interests and disclosures on website) Rules, 2017.
- (iii) **'AUTHORITY'**:- Real Estate Regulatory Authority established under Sec. 20(1) of RERA Act.
- (iv) **'CARPET AREA'** :- Net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, columns, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- (v) **'INTEREST'** :- @ 2% more than the highest marginal cost wherever there is provision of payment of interest throughout the agreement payable by any one party to the other party. However in the event of delay in payment of installment the amount towards Goods and Services Tax requires the payment of penal interest @ 18% per annum for the period of delay.
- (vi) **'DEMAND CUM TERMINATION NOTICE'** :- Any notice, letter, communication in writing issued by the Promoter to the Allottee/s, thereby demanding the outstanding dues with interest, costs, charges etc. and further conveying that in event of default to comply the demand the Agreement shall stand terminated. Such demand cum termination duly issued by registered post acknowledgement due at the address mentioned in caption of this agreement or changed address duly intimated by Allottee/s.

- (vii) **'DUE SERVICE OF NOTICE/ COMMUNICATION':** - Any communication by one party to the other by e-mail at the id provided in this agreement or on the web page of the said project and on the website of the Authority. Such communication may be by issuance of registered letter at the address given in the agreement or changed address (duly intimated). Returning of the postal letter with remark 'left address', 'not claimed', 'intimation delivered' shall be deemed due service.
- (viii) Each of the provisions of this Agreement, conditions and restrictions shall be deemed independent and severable, and the invalidity or partial validity of any provision or portion shall not affect the validity or enforceability of any other provision.
- (ix) Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall include the masculine, feminine and neuter.
- (x) All captions and titles used in this Agreement are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or clauses hereof.
- (iv) The terms used in the agreement shall have same meaning as defined by RERA Act and Rules thereunder.

2) PRINCIPAL COVENANT BY THE PROMOTER AND ALLOTTEE/S ::

- a. The Promoter has carried out / shall carry out the construction of building and the said project as described in '**SCHEDULE - I**' hereunder according to plans sanctioned by the Planning Authority and the specifications and amenities mentioned herein.
- b. The promoter shall be entitled to carry out such additions and alterations as are disclosed in this agreement and the other permissible additions or alterations under provisions of said Act.
- c. The Allottee/s shall be entitled to said apartment only upon compliance of terms and conditions appearing in this agreement.
- d. The Allottee/s shall be bound to adhere to the terms regarding timely payment of consideration.

- e. The Allottee/s shall be entitled to said apartment only and the compliances as laid down by said Act and all the balance units, areas shall be absolute property of the Promoter.
- f. The defect liability of the Promoter shall be strictly subject to compliance by the Allottee/s, regarding timely and standard maintenance and up keep by the Allottee/s/s and/ or their organization.
- g. The sale of the said Apartment is on lumpsum basis only and the measurements of the Apartment shall be on basis of carpet as contemplated by said Act.
- h. Despite such verification in event of any difference (subject to fluctuation cap of 3%) the report of Architect shall be relied upon.

3) **PRINCIPAL AGREEMENT ::**

- a) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s the Apartment in the said project, as detailed below :-

Name of the Building / Project	"BALAJI HEIGHTS"
Apartment No.	
Floor	_____ FLOOR
Carpet Area of the Flat / Apartment	_____ SQ. MTRS.
Area of Open Balcony	_____ SQ. MTRS.
Area of Enclosed Balcony	_____ SQ. MTRS.

Hereinafter referred to as "Said Apartment" and more particularly described in 'Schedule - II' hereunder.

- b) The details of Common Areas etc. for useful enjoyment of said apartment are as under:

DETAILS	SCHEDULE / ANNEXURE
Specifications	Schedule - III
Nature, extent and description of the Common Areas, Restricted Areas and Facilities	SCHEDULE - IV

It may hereby be noted that the internal as well as external development work shall be as provided on the RERA website.

4) **CONSIDERATION AND MANNER OF PAYMENT ::**

- a) That the total consideration / price of the said flat has been agreed between the parties at **RS. _____/- (IN WORDS RS. _____ ONLY)**. The said Consideration has been agreed as lumpsum price of bare apartment/ unit and excludes the taxes, duties, as detailed hereunder. The said price has been arrived at keeping in mind the promise of the Allottee/s to make the timely payment as mentioned hereunder.
- b) From and out of said total Consideration the Allottee/s has already paid to the Promoter a sum of **RS. _____/- (IN WORDS RS. _____ ONLY)**.
- c) **MANNER OF PAYMENT ::**

That the Allottee/s shall pay the above mentioned total consideration amount in the following manner :-

Sr. No.	Payment Stage	Percentage of total amount
1	On or before signing of the agreement i.e. at time of booking.	10%
2	On completion of the Plinth work of building	20%
3	On completion of the 1 st RCC Slab	05%
4	On completion of the 2 nd RCC Slab	05%
5	On completion of the 3 rd RCC Slab	05%
6	On completion of the 4 th RCC Slab	05%
7	On completion of the 5 th RCC Slab	05%
8	On completion of the 6 th RCC Slab	05%

9	On completion of the 7 th RCC Slab	05%
10	On completion of the 8 th RCC Slab	05%
11	On completion of the walls, internal plaster, floorings, doors and windows	05%
12	On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment	05%
13	On completion of the external plumbing, external plaster, elevation, terraces with Waterproofing of the building	05%
14	On completion of the lift, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain	10%
15	At the time of possession on or after receipt of Occupancy / Completion Certificate	05%
	Total Payment	100 %

d) MODE OF PAYMENT : That the amount towards the net price of the flat shall be paid by instrument drawn in the name of “ **YUVRAJ LANDMARK** ”, while the amount towards taxes, charges, maintenance, Association of Apartment formation charges, Goods and Services Tax, stamp duty, registration, maintenance, extra works in specific unit and such other taxes and levies shall be paid in name of “**YUVRAJ LANDMARK**”, **Current A/c No. 16781132000955, Bank – Punjab National Bank, Branch – Pashan, Pune, IFSC – PUNB0167810.**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones (not valid in special cases where specific dates are mentioned), the Allottee/s shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee Cheque / Demand Draft or Online Transfer (as applicable) in favour of “**YUVRAJ LANDMARK**” payable at Pune.

e) **APPROPRIATION OF RECEIPTS** : The Allottee/s authorizes the Promoter to adjust / appropriate all payments made by him/her under any head(s) of dues against lawful outstanding including but not limited to price of the apartment, payment towards taxes, levies, charges, services, extra items, legal compliances etc. as agreed under this agreement, if any, in his/ her name as the Promoter may in his sole discretion deem fit and the Allottee/s undertakes not to object / demand / direct the Promoter to adjust his payments in the manner adverse to the interests of the Promoter.

5) THE PROMOTER SHALL BEAR THE EXPENSES OF THE FOLLOWING ::

- a) The legal, consultant's fee, typing and incidental expenses of this agreement excluding stamp duty, registration fee and expenses.
- b) The MSEDCL meter deposit, transformer charges (if any), common meter installation charges.

6) TAXES, CHARGES, DUTIES ETC. ::

- (a) As stated above the price of the said Apartment has been fixed as of bare apartment and on lumpsum basis, the same does not include any of the taxes, duties payable on the transaction. The Allottee/s hereby agrees to pay the taxes such as Goods and Services Tax and Cesses or any other similar taxes which may be levied in connection of construction and carrying out the project payable either by the Promoter or the Allottee/s upto the date of handing over the possession of the apartment.
- (b) The Allottee/s/s herein is well aware that, the State Government of Maharashtra has imposed Goods and services tax (GST) / Value added tax (VAT) on the agreed consideration, for the transaction for sale of apartment by the Promoter to the Allottee/s of the apartments under the Goods and services tax (GST) / Value Added Tax Act 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.

- (c) The Allottee/s herein is well aware that, the Central Government of India has imposed Goods and services tax (GST) 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.
- (d) As now it is mandatory for the Allottee/s to pay Goods and Services Tax (GST) as it is imposed by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes / duty / charges / premium / cesses / surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee/s the details of the taxes paid or demanded along with the acts / rules / notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (e) Under the present GST (Goods & Service Tax) directive the promoter is under obligation to transfer the benefit of ITC to the Allottee/s of an amount equal to the proportional GST paid for the material and labour incurred for the construction cost of the project. This amount to be credited to the Allottee/s's account hereinafter is referred to as the Input Tax Credit for the subject flat. The promoter and Allottee/s have discussed, deliberated and calculated the Input Tax Credit payable and the same has been factored in the agreed consideration mentioned herein above. Hence the Allottee/s agrees and acknowledges that the Input Tax Credit receivable against this transaction is deemed to have been received and the benefit of ITC has been deducted from cost of the flat and final price of tenement is arrived by deducting the ITC amount and is adjusted towards the price of flat no separate amount is required to be paid by the promoter against this transaction against any Input Tax Creditor under any other head whatsoever.

- (f) Notwithstanding anything contained or stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said apartment being first encumbrance of the Promoter. The Allottee/s herein with due-diligence has accepted the aforesaid condition.

7) ESCALATION ::

- a) 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 alongwith the demand.
- b) The Promoter may charge the Allottee/s separately for any upgradation / changes / extra work specifically requested or approved by the Allottee/s in fittings, fixtures and specifications and any other facility which have been done on the Allottee/s's request or approval but which have not been agreed upon herein or as shown in the website of the Authority.
- c) In case of any pandemic like situation or any other unforeseen inevitable situation as issued by the Government, it may be noted that the Allottee/s shall be liable to pay the material price escalation as and by informed by the Promoter.

8) DELAY IN PAYMENT AND CONSEQUENCES ::

- (a) Without prejudice to the right of the Promoter to charge interest for the period of delay as detailed hereunder, on the Allottee/s committing default

in payment on due date of any amount/ installment 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), the Promoter shall at his own option be entitled to terminate this agreement.

- (b) Provided that, Promoter shall issue to the Allottee/s such notice demanding the outstanding towards price, the pending Goods and Services Tax and applicable interest thereon within fifteen days of the receipt / deemed receipt thereof, by Registered Post AD at the address appearing in this agreement and any other address provided by the Allottee/s as his registered address in writing and mail at the 'e-mail address' provided by the Allottee/s, of the intention of the promoter to terminate this Agreement and of the specific breach or breaches of terms and conditions leading to proposed termination. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter, in the notice within the period of notice then at the end of such notice period the Agreement shall stand terminated by very operation of the notice itself and no separate order, notice, letter, communication etc. be required.
- (c) Provided further that within thirty days from termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s the amount received under the agreement subject to deduction of (a) administrative charges of Rs. 50,000/-, (b) the amounts actually incurred by the Promoter for execution and registration of the Agreement, (c) the amount incurred for Taxes, Stamp Duty, Registration, Goods and Services Tax etc., charges of notice and such other actual charges.
- (d) **Manner of refund:** Upon receipt/ deemed receipt of notice and after expiry of the period mentioned in 'termination notice' for rectifying the breach the Agreement shall stand terminated automatically and Promoter shall be entitled to deal with the said Flat immediately thereafter.
- (e) The 'notice of termination' shall be exhaustively stating the manner of refund including inviting the Allottee/s to receive back the amount by execution of 'confirmation of cancellation/ termination of agreement' and such other documents. Hence upon expiry of the notice period the Allottee/s shall be bound to receive back the amount either by transfer via RTGS / NEFT / A/c Payee Cheque deposit by promoter in the account of the Allottee/s according to details provided by Allottee/s.

- (f) In the event of failure of attempt to return the amount to the Allottee/s, the Promoter shall deposit the said amount in a separate account opened for that purpose. The amount in such account along with interest accrued thereon is payable shall be paid to the Allottee/s
- (g) The compliance regarding refund by promoter by way of attempt to pay the amount by RTGS to the account provided by Allottee/s and in case of failure to do so then deposit of amount in a separate account shall be deemed as complete compliance by the Allottee/s for refund of amount received.
- (h) After such termination the Allottee/s shall not have any right in the said Apartment except the claim of refund of the amount paid and the fresh/ other sale of the apartment to any prospective Allottee/s shall no amount to legal wrong of any type.

9) INTEREST ON UNPAID DUE AMOUNT ::

- (a) Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as per prevailing bank's highest Marginal Cost of Lending Rate plus 2% per annum, with quarterly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment.
- (b) However, the tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, to terminate the agreement unless such tender is within the time stipulated in the 'Demand cum Termination Notice' nor shall it be construed as condonation of delay by the Promoter.
- (c) The amount of interest may be informed to the Allottee/s from time to time or on completion of the said project/apartment, and the Allottee/s has/have agreed to pay the same as and when demanded before the possession of the said apartment.

- (d) The Promoter shall have the lien of the unpaid due amount towards price, interest for delay, taxes, costs, charges due to the Promoter from the Allottee/s under terms of this agreement and the Promoter shall have valid and legal right to hold back the delivery of possession of the apartment, original documents, receipts, certificates, clearances etc. in respect of the said flat and services under this agreement till actual payment of all such dues. Delay in delivery of on account of default on part of Allottee/s shall not entitle the Allottee/s to any costs, charges, compensation etc.
- (e) Further, during the period of such delay in payment of dues the rights, authorities and powers of the Allottee/s to enforce terms of this agreement as well as to exercise the rights of Allottee/s such as to demand the timely completion of stage of construction etc. shall stand suspended.

10) MODUS TO PAY INSTALLMENTS ::

- (a) The Promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee/s and the Allottee/s shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation.
- (b) The Allottee/s herein specifically agrees that he/she/they shall pay the aforesaid amount along with additional amount towards the Goods and Services Tax and such other taxes, cesses, charges etc.

11) VOLUNTARY ADVANCE PAYMENT ::

Payment of any installments if made in advance shall be adjusted to the next installments as mentioned above. No interest shall be paid by the Promoter for such advance payments made by the Allottee/s or by housing finance companies/bank etc on behalf of the Allottee/s. As well as in the event of demand by the Allottee/s to receive the additional amount / payment in advance for the financial adjustments, tax planning etc. of the Allottee/s then such amount shall be received against next / future installments and as voluntary payment on part of the Allottee/s and the Promoter shall not be liable to pay any interest etc. against the same.

12) MEASUREMENT OF THE CARPET AREA OF THE SAID APARTMENT ::

- (a) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s at the time of delivery of possession i.e. after completion and issuance of occupancy certificate, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent.
- (b) The Promoter shall be entitled to withhold the delivery of possession till actual payment for the additional area irrespective of date of possession mentioned above.
- (c) In the event of any difference between the carpet area mentioned in the agreement and actually confirmed by promoter after completion (subject to variation cap of 3%) then the total price payable for the carpet area shall be recalculated upon confirmation by the Architect of the project. If there is any deficit (subject to fluctuation of 3%) 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 till the date of actual payment. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan at the same rate and without any interest. All these monetary adjustments shall be made at the same rate as per square meter rate as agreed in clause 2 of this Agreement. That in such a case, the parties hereto agree that a nominated surveyor / architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

13) DIFFERENCES/ DISPUTE AS TO AREA AND RESOLUTION ::

- (i) That in case of absence of consensus regarding measurement of area of the apartment the points of difference shall be reduced into writing by the parties and shall be referred to Architect of the Project;
- (ii) The Architect of the Project shall act as 'Mediator/ Conciliator' as contemplated by provisions of Arbitration and Conciliation Act, 1996;
- (iii) The mediator/ conciliator shall, after notices to parties, conduct a single hearing wherein the parties shall be entitled to submit their written and oral submissions, in person or through representative / advocate;

- (iv) After hearing the project Architect shall record the points of difference, his opinion thereon and shall make Endeavour to resolve the dispute amicably.
- (v) In the event the dispute is not amicably resolved then the Project Architect shall guide the parties to appoint an Arbitrator and after consent of parties shall refer the Parties along with the proceedings of such Mediation / Conciliation to Arbitrator.
- (vi) Notwithstanding anything contrary contained herein, the Allottee/s shall not be entitled to claim possession of the said apartment until the completion certificate is received from the local authority and the Allottee/s has paid dues payable under this agreement in respect of said apartment to the promoter and has paid the necessary maintenance amount/ deposit, Goods and Services Tax and other taxes payable under this agreement in respect of said apartment to the promoter.

14) ACKNOWLEDGEMENT ABOUT STATUTORY DISCLOSURES ::

A) THE ALLOTTEE/S HEREBY ACKNOWLEDGES THAT,

- a) The Promoter has disclosed the detailed information as required by provisions of Sec. 11 (3) of the said Act vide the Letter of Allotment.
- b) Promoter have displayed at the site:
 - (i) Sanctioned Layout and Building Plans,
 - (ii) Specifications of the Apartment, Building and Project
- c) Promoter have disclosed in the Allotment Letter as well as in Schedules of this Agreement the stage wise schedule of completion of the project including provisions for civic infrastructure like water, sanitation and electricity.
- d) The Promoter has disclosed all the documents about title to the land, encumbrances, search and title report,
- e) The date of delivery of possession of the apartment has been disclosed above as well as the date of delivery of possession of the amenities and facilities, common areas has been detailed in the **Schedule - IV**.

15) DELIVERY OF POSSESSION AND TERMS INCIDENTAL ::

i) TIME IS THE ESSENCE for the Promoter as well as the Allottee/s as far the delivery of possession and payment of installments is concerned. 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 apartment of the Allottee/s after receiving the Occupancy Certificate from the concerned Competent Authority.

ii) DATE :-

(a) The Promoter shall complete the construction of the apartment and the external and internal development works according to sanctioned layout and sanctioned building plans and shall also obtain the Occupancy Certificate. Thereafter the Promoter shall handover the possession of said apartment to the Allottee/s **upon obtaining the Completion Certificate from the Competent Authority on or before 25/04/2023, whichever is earlier.**

(b) Provided that in the event the Promoter succeed to complete the construction of the said apartment and building and obtain Occupancy Certificate at any time prior to appointed date mentioned above and intimates the Allottee/s to take possession, then the Allottee/s shall be bound to take possession of the said apartment on such intimated day. In event of failure to take possession on prior date shall make Allottee/s liable to bear the charges of maintenance, outgoings in respect of the said apartment.

(c) Provided further that the Promoter shall be entitled to reasonable extension of time for giving delivery of apartment on the aforesaid date, if the completion of building in which the apartment is to be situated is delayed on account of –

- (i)** War, Civil Commotion, Flood, drought, fire, cyclone, earthquake, any such natural calamity i.e. Act of God affecting the regular development of the Real Estate Project,
- (ii)** Any notice, order, rule, notification of the Government and/ or other public or competent authority/ Court.

- (iii) Any dispute relating to title or possession of land thereby making the further development and construction impracticable or risky for the unit Allottee/s.
- (iv) Delay on part of Allottee/s to pay the outstanding dues, charges, costs etc.
- (v) Failure on part of Allottee/s to receive possession despite written intimation by the promoter.

(d) Extension of time for delivery of possession as may be permitted by the Regulatory Authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/ building could not be carried out by the promoter as per sanction plan due to specific stay or injunction order relating to the project from any Court of Law or Tribunal, Competent Authority, Statutory Authority, High Power Committee etc. or due to such circumstances as may be decided by the Authority.

(e) 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/s 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 prevailing bank's highest Marginal Cost of Lending Rate plus 2 % percent per annum within 30 days including compensation in the manner as provided under the Act.

(f) Possession of the unit shall be handed over after obtaining Occupancy Certificate and carrying out substantial completion of work. Such substantial completion could mean 'works done to such an extent that a person can use or occupy and co-habit in the unit'. While the other works shall be carried out in due course. However in event the Allottee/s creates any hurdle to complete remaining part of the work then the promoter shall be absolved of the responsibility to carry out the balance works.

iii) **PROCEDURE ::**

- (a) 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 30 (thirty) days from the date of issue of such notice;
- (b) the Promoter shall thereafter handover the possession of the Apartment to the Allottee/s on the appointed date and time conveyed by the notice mentioned above.
- (c) 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.
- (d) On and from the expiry of 30th (thirtieth) day from the issuance of the intimation to take possession, the Allottee/s shall be liable to pay the maintenance, taxes, duties, charges, cesses etc. payable in respect of the said apartment.

iv) **THE ALLOTTEE/S SHALL AT THE TIME OF RECEIVING POSSESSION ::**

- (a) Execute the acknowledgment of possession of the apartment, its area, its construction quality, workmanship as well as the satisfaction regarding quality of services, the said acknowledgement shall also include the details regarding verification of area and adjustment of price according to variation in the area subject to 3% of fluctuation, if any.
- (b) The Allottee/s shall also execute the necessary indemnities and undertakings regarding overall maintenance of the apartment and the building, payment of contributions to the organization of apartment Allottee/s, maintenance and upkeep of the common amenities, facilities and areas.

16) MAINTENANCE ::

- (a) That the Allottee/s and organization of Allottee/s in the said project shall be liable to pay the charges towards maintenance, taxes, outgoings for the day to day maintenance and repairs of the apartments and building.
- (b) Such maintenance shall be taken over by the organization of unit holders after final conveyance of the building to the organization by way of Deed of Declaration and subsequent Deed of Apartment under Maharashtra Apartment Ownership Act, 1970.
- (c) However during the period i.e. from delivery of possession of the apartment till final conveyance of the building the maintenance shall be looked after by the Promoter from contribution to be received from the Allottee/s.
- (d) The Allottee/s shall at the time of delivery of possession of the apartment pay to the Promoter the maintenance of lumpsum amount of **Rs. 50,000/- [Rs. Fifty Thousand Only]** for a period of 01 year from the date of delivery of possession till handing over of the maintenance affairs to the organization / society / Apartment condominium of unit Allottee/s or exhaustion of maintenance fund whichever is earlier.
- (e) The Promoter shall deposit the entire amount of maintenance in a separate account opened for that purpose and shall utilize the same for maintenance of the building till handing over maintenance affairs to the association of apartment. In the event such amount falls deficit for maintenance then the promoter shall demand and receive additional amount.

17) FORMATION OF ORGANIZATION ::

- a) The Allottee/s along with other Allottee/s of Apartments in the building shall join in forming and registering the Condominium, Society or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the

Condominium, Society or Limited Company and for becoming a member, including the bye-laws of the proposed Condominium or Society and duly fill in, sign and return to the 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 organization of the Allottee/s. No objection shall be taken by the Allottee/s if any changes or modifications are made in the Deed of declaration, draft bye-laws, or the Memorandum and/or Articles of Association either for contractual, administrative, logistic or factual correction or, 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.

- b) The Promoter shall, as aforesaid, for the formation and registration of the said legal entity (Association of the Allottee/s) comprising of either a Condominium of the Apartment holders or a Co-operative Housing Society or a Company or any other legal entity of Allottee/s for a single building or building/s or a wing of one building in the layout, submit the application in that behalf to the Registrar for registration of the Co-operative Housing Society under the Maharashtra Apartment Ownership Act, 1970 or Maharashtra Co-operative Societies Act, 1960 or the Companies Act, 2013 or any other Competent Authority, within six months from the date on which 51% (fifty one per cent) of the total number of the Allottee/s in such a building or a wing, have booked their apartment or alternatively the Promoter / Owners shall, where applicable, and at his sole discretion form and register separate co-operative society / condominium/limited company for each class of units or building in the scheme for better and smooth and proper administration (and each co-operative society/condominium/limited company shall maintain the units and the buildings of the respective class of units or buildings) within six months from the date on which 51% (fifty one per cent) of the total number of the Allottee/s in such a building or a wing, have booked their apartment and thereafter the co-operative society/condominium/limited company of individual class of units or buildings shall form and register an Apex or Federal Society/Legal Body/Limited Company in which all the co-operative society/ condominium/limited company formed for individual class of units or buildings shall be inducted. The Promoter shall make an application for formation and registration of such Apex or Federal Society/Legal Body/Limited Company within a period of six months

from the date of the receipt of the occupancy certificate of the last of the building/s, which was to be constructed in the Layout.

18) FINAL CONVEYANCE ::

- a) It is further specifically agreed and clarified between the parties hereto that notwithstanding anything contained to the contrary herein it is stipulated that : -
 - i) The Promoter may form and register separate co-operative society / condominium/limited company for each class of units or building in the scheme for better and smooth and proper administration and each co-operative society / condominium/limited company shall maintain the units and the buildings of the respective class of units or buildings.
 - ii) The co-operative society/condominium/limited company of individual class of units or buildings shall form and register an apex or federal society/limited company in which all the co-operative society/ condominium/limited company formed for individual class of units or buildings shall become members and the Promoter shall get the conveyance executed in favour of the apex and or the federal society/limited company or in the name of each individual co-operative society/condominium/limited company as permitted under law;
 - iii) In case if such apex or federal society /limited company/condominium is not permissible or practicable then in such an event the Promoter shall get conveyance executed in favour of each individual co-operative society/ condominium/limited company, but for the common administration and expenses the co-operative society/ condominium/limited company shall form an association of persons/suitable legal entity and the Allottee/s hereby agrees to accept the same.
 - iv) The Promoter shall convey/lease the said structure of the Project/ Building (excluding basements and podiums) in a Layout with absolute, clear and marketable title thereto (subject to his right to dispose-off the remaining unsold Apartments, if any and to receive entire consideration in respect thereof) in favor of Condominium / Society / Limited Company of the Allottee/s, within six month from the date on which the Co-operative society or the company is registered or, as the

case may be, the association of the Allottee/s is duly constituted or within a period of six months from the date of issue of occupancy certificate to the last of the building or wing in the layout and receiving the full consideration in respect of all the Apartments sold whichever is later.

- b) Thus despite formation of Condominium / Society / Limited Company of the Allottee/s and final conveyance of building the Promoter shall be entitled to –
- a. carry out the balance construction
 - b. revise the layout and building plans,
 - c. develop the balance buildings,
 - d. sell the units in the balance buildings,
 - e. utilize the balance FSI of the entire layout as well as the potential to utilize such balance FSI of the entire layout

19) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER ::

- i. **THE PROMOTER HEREBY COVENANTS THAT,** title to the land whereupon the project is being implemented is clean, clear and marketable;
- ii. The Promoter has valid and legal rights and interests to carry out the project of development and sale of units upon the said property;
- iii. Promoter 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 implementation of the Project;
- iv. The Promoter has 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;
- v. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- vi. There are no litigations pending before any Court of Law with respect to the project land or Project;

- vi. 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;
- vii. 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;
- viii. 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;
- ix. 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;
- x. At the time of execution of the conveyance deed of the structure to the association of apartment of unit Allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the said project to the association of apartment of the Allottee/s in working conditions having subsisting licenses, permissions as well as maintenance contracts and the responsibility to maintain and repair the same, thereafter, shall be with the organization of unit holders; The Promoter has duly paid and shall continue to pay and discharge undisputed government 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 till final conveyance of the building ;
- 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.

20) DEFECT LIABILITY ::

- (a) If within a period of **05 (Five) years** from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
- (b) Provided that the warranty given above shall be valid only if –
- i) The Allottee/s don't/ doesn't not carry out any alterations of the whatsoever nature in the said apartment of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limited to columns, beams etc. or in the fittings therein,
 - ii) The Allottee/s don't/ doesn't make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water.
 - iii) The Allottee/ organization of Allottee/s shall renew and update the warranties by payment of requisite amount to the vendor or service provider in respect of the bought out items or services;
 - iv) The defects, repairs such as – leakage due to non-filling of the joints in tiles from time to time, wearing of the paint in passage of time, damage to flooring due to heavy loading and off loading of the goods, problems in functioning of the electric items such as lift, water purification, water treatment plants, solar systems due to lack of maintenance are not covered under the warranty above.
 - v) Further the defects and damages arising out of the unauthorized works by Allottee/s or organization without written permission of the promoter and lack of maintenance shall automatically nullify the warranty given hereby.

- vi) The word 'defect' here means only the manufacturing and workmanship defect/s caused on account of willful neglect on part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.
- vii) That it shall be the responsibility of the Allottee/s to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.
- viii) Further where the manufacturer warranty as shown by the developer to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/ wing, and if the annual maintenance contracts are not renewed by the Allottee/s the Promoter shall not be responsible for any defects occurring due to the same.
- ix) That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.
- x) That the Allottee/s has been made aware and that the Allottee/s 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 degree *C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

21) DIFFERENCES RESOLUTION ::

The issue of defect liability shall be firstly referred to the Architect of the Project who shall act as 'Mediator'/ 'Conciliator' as contemplated by provisions of Arbitration and Conciliation Act, 1996 and in case of amicable non-resolution to the Arbitrator, as detailed herein above.

22) FIXTURE AND FITTING ::

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the apartment as are set out in **Schedule - IV** hereto.

23) THE ALLOTTEE/S OR HIMSELF/THEMSELVES WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE APARTMENT MAY COME, HEREBY COVENANTS WITH THE PROMOTER AS FOLLOWS ::

- i) To maintain the Apartment at the Allottee/s's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken.
- ii) Not to 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.
- iii) 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.
- iv) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/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.

- v) 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 causedamage to columns, beams, walls, slabs or RCC, Pardis or other structuralmembers in the Apartment without the prior written permission of the Promoter and/or the association or the Limited Company.
- vi) 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.
- vii) 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.
- viii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- ix) 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

- x) 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.
- xi) The Allottee/s shall observe and perform all the rules and regulations which the Association of Apartment may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye- laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the 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.
- xii) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of the Society / Limited Company / Condominium, 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.
- xiii) Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Society / Limited Company / Condominium of Unit Holders, 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.
- xiv) After conveyance not to object the promoter to carry out balance works of development or the balance works in the entire project as well as to sell the unsold units / apartments.

24) PERMISSIBLE USE ::

- a) The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop for carrying on any industry or business. He shall use the parkingspace as may be allocated by mutual consent of all the unit holders or by organization, only for purpose of keeping or parking vehicle.
- b) It is expressly given to understand to the Allottee/s that the warranties against defect liabilities shall be valid and enforceable provided the Allottee/s and/ or the organization of Allottee/s comply all the requirements mentioned above strictly.
- c) In the project multistoried high rise buildings / wings are under construction and considering to maintain the stability of the building/ wings and internal structures herein specifically informed by the consultant of the promoter not to allow any internal changes. Hence there shall not be any customization permitted inside the said apartment. Changes such as Civil, Electrical, plumbing etc. shall not be allowed even during construction and till delivery of possession.
- d) The Allottee/s shall be responsible to get extension of the warranties of the bought out items and services and the promoter shall not be responsible for the same.
- e) The responsibility of the Promoter regarding title of the land shall be till the final conveyance.
- f) That the Allottee/s shall indemnify and keep indemnifying the Promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non observance or non – performance of such obligations given specifically herein to the Allottee/s.
- g) That any nominated surveyor/ architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the promoter and the Allottee/s and the same shall be paid by the Allottee/s That nothing herein contained shall construe as entitling the Allottee/s anyright on any of 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/s to the developer in this regards.

- h) It is agreed by the Allottee/s/s that the said Scheme/ Project has been Maharashtra Pollution Control Board, the terms of said sanction and permission require the maintenance and upkeep of certain facilities, activities in order such as Sewage Treatment Plant, Solid Waste Water, Green Belt Development, Wet Garbage Treatment Plant, solar water heaters, Organic Waste Converter, Rain Water Harvesting, water recycling for flushing and gardening etc., the Allottee/s and organization of Allottee/s undertake to maintain and keep in good and repair condition the said facilities and activities perpetually. The consequences of non-compliance and violation of terms of above sanctions shall be at sole risks and costs of the association and unit holders and the Promoter shall never be held responsible for the same.
- i) The Allottee/s/s is/ are aware that the project situates within the limits of Pimpri Chinchwad Municipal Corporation and Promoter shall obtain the water connection as is permissible. However in case of inadequate supply the water shall be required to be procured from other sources such as bore well, purchased water tanker. The Allottee/s and the Organization of Allottee/s shall pay requisite charges to procure adequate water and facilities for storage and supply other than storage facilities provided by the Promoter.

25) NAME OF THE PROJECT/ BUILDING/S / WING/S ::

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project as “ **BALAJI HEIGHTS** ” and building will be denoted by letters or name “ **BALAJI HEIGHTS** ” or as decided by the promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottee/s in the said project/building/s or proposed organization is/are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

26) SEPARATE ACCOUNT FOR SUMS RECEIVED ::

- a) The Promoter shall after registration of the project with RERA Authority maintain a separate account in respect of sums received by the Promoter from the Allottee/s towards total price/consideration of the said apartment and as advance or deposit, sums received on account of Association of Apartment or a Company or any such legal entity/organization that may be formed, towards the out goings, legal charges etc.
- b) Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilise the same as contemplated and permitted under the said act and rules and regulations made thereunder.

27) RIGHT OF ALLOTTEE/S TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES ::

The Allottee/s hereby agreed to purchase the Apartment on the specific understanding that is/her right is to only to the use and unless specifically allotted / given (limited) common areas/ facilities, the use of the Common Ares/ Amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the organization of Allottee/s (or the maintenance agency appointed by it and performance by the Allottee/s of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the organization of Allottee/s from time to time. That the list of things that would be covered under the maintenance head is/are clearly stated and which the Allottee/s has expressly agreed to pay for (fully / proportionately).

28) PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S / SUBSEQUENT ALLOTTEES ::

- a) 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 said 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.

- b) That the Allottee/s agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the Promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the Allottee/s to the promoter for the same save and except his right to enjoy and use the unit purchased by him and any other rights given by the developer to the Allottee/s for which consideration has been dispensed.

29) WAIVER NOT A LIMITATION TO ENFORCE ::

- a) 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/s 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/s that exercise of discretion by the Promoter in the case of one Allottee/s shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee/s.
- b) 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) ARRANGEMENTS REGARDING PARKING SPACES ::

The Allottee/s herein proposed to the Developer that, the Parking Space provided as per the plans sanctioned by the Pune Municipal Corporation and which is to be utilized by the unit/Flat Allottee/s in the said building project named as **BALAJI HEIGHTS**, for parking of their vehicles may be designed and earmarked in such a manner so as to ensure that, the utilization of the parking space is made by the Allottee/s in the said building project to suit their parking requirements and which will also avoid future differences amongst the flat Allottee/s with respect to the parking space. Therefore for the convenience of the flat Allottee/s the Parking Space may be allocated / earmarked for use of the same by the respective flat Allottee/s. Accordingly, the covered/ open parking space has been

earmarked for the said flat. However such allocation / earmarking of the parking space will not mean and construe that the parking space is alienated and/or transferred to the flat Allottee/s and the parking space shall always remain common property of the organization of all the flat Allottee/s in the said building project and any such allocation or earmarking of the parking space shall be treated to be only allocation for better management of the parking space amongst all the flat Allottee/s without any exclusive claim of whatsoever nature over the parking space. Subject to this condition the Promoter has agreed to earmark / allocate one car parking space (Open / covered) in the said building project to be used by the Allottee/s herein for parking his / her / their vehicle subject to the final conveyance deed of the said property and building constructed therein in favour of the organization of all the flat Allottee/s in the said building project.

31) NON OBSTANTE CLAUSE ::

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 have no claim save and except in respect of the Apartment hereby agreed to be sold to him.

32) DISPUTE RESOLUTION ::

- a) Any dispute / difference relating to terms of this Agreement shall be firstly referred to Project Architect, who shall act as the 'mediator / conciliator';
- b) The mediator shall call upon parties to submit their written claims, replies and objections;
- c) Upon consideration and hearing the mediator shall attempt to resolve the dispute amicably;
- d) In case of mutual resolution the mediator shall reduce the terms in form of 'Settlement Agreement' as provided by provisions of Arbitration and Conciliation Act, 1996;

- e) In event of absence of consensus the Mediator shall call upon parties to appoint the Arbitrator for resolution of dispute;
- f) the mediator shall thereafter refer the matter with entire proceedings and his report to Arbitrator mutually consented to by the parties.
- g) Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

33) PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE ::

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Apartment. However, in the event the mortgage bank compels to create charge on the entire project then in such event the no dues no charge certificate or release letter shall be obtained from such mortgagee bank simultaneous with execution of document creating charge.

34) BINDING EFFECT ::

- a) 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 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/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) fails 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, 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.

- b) Notwithstanding anything stated in any other document/ allotment/ letter given or communicated with the Allottee/s any time prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said unit is agreed to be sold to the Allottee/s.
- c) This agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.
- d) That the Allottee/s has not given any third party any rights to enforce this said agreement unless there is formal and legal transfer of the unit/ apartment by registered agreement after compliance of all the terms and conditions of this agreement

35) ENTIRE AGREEMENT ::

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

36) RIGHT TO AMEND ::

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

37) 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.

38) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT ::

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

39) 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.

40) PLACE OF EXECUTION ::

- a) The execution and Registration of this Agreement shall be at Pune.
- b) 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.
- c) 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 addresses specified herein above.
- d) 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, as the case may be.

41) **JOINT ALLOTTEES ::**

That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s 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 Allottee/s.

42) **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.

43) **VALUATION AND STAMP DUTY DETAILS :-**

- ❖ Location : V. No. _____ (Rate Rs. _____/- p.s.m.)
- ❖ Survey No. : - 53+54+94+95+96+97, Baner
- ❖ Plot No. : - A-52 and A-53
- ❖ Flat No. & Floor : _____, Floor-_____
- ❖ Area of the Flat : _____ Sq. Mtrs. (Carpet)
- ❖ Attached Balconies Area : Open Balcony-_____ Sq. Mtrs.
: - Enclosed Balcony- _____ Sq. Mtrs
- ❖ Consideration of the Flat : - Rs. _____/-
- ❖ Govt. Valuation : - Rs. _____/-
- ❖ Stamp duty : - Rs. _____/-
- ❖ Registration Fee : - Rs. _____/-

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

SCHEDULE - I
(Description of the 'SAID PROPERTIES')

A) All that piece and parcel of the leasehold rights in respect of the **Plot bearing No. A-52, admeasuring area 462.50 Sq. Mtrs. i.e. 4976.50 Sq. Ft.** in the society known as "**MOHAN NAGAR CO - OPERATIVE HOUSING SOCIETY LIMITED**", out of the amalgamated and sanctioned layout of all those properties bearing **(1) Survey No. 53/7, (2) Survey No. 54/3, (3) Survey No. 54/5/1, (4) Survey No. 94/1, (5) Survey No. 95, (6) Survey No. 96/1/1, (7) Survey No. 96/1/2, (8) Survey No. 96/2, (9) Survey No. 96/3, (10) Survey No. 96/4, (11) Survey No. 97,** situated at Village **BANER**, Taluka Haveli, District Pune, and within the limit of the Pune Municipal Corporation, and within the jurisdiction of Sub Registrar Haveli, Pune and which are bounded as under :-

On or towards EAST : By Internal Road.
On or towards SOUTH : By Plot No. A-53
On or towards WEST : By Plot No. B-4
On or towards NORTH : By Plot No. A-51

B) All that piece and parcel of the leasehold rights in respect of the **Plot bearing No. A-53, admeasuring area 462.50 Sq. Mtrs. i.e. 4976.50 Sq. Ft.** in the society known as "**MOHAN NAGAR CO - OPERATIVE HOUSING SOCIETY LIMITED**", out of the amalgamated and sanctioned layout of all those properties bearing **(1) Survey No. 53/7, (2) Survey No. 54/3, (3) Survey No. 54/5/1, (4) Survey No. 94/1, (5) Survey No. 95, (6) Survey No. 96/1/1, (7) Survey No. 96/1/2, (8) Survey No. 96/2, (9) Survey No. 96/3, (10) Survey No. 96/4, (11) Survey No. 97,** situated at Village **BANER**, Taluka Haveli, District Pune, and within the limit of the Pune Municipal Corporation, and within the jurisdiction of Sub Registrar Haveli, Pune and which are bounded as under :-

On or towards EAST : By Internal Road.
On or towards SOUTH : By Plot No. A-54
On or towards WEST : By Plot No. B-3
On or towards NORTH : By Plot No. A-52

TOGETHER WITH the undivided rights in the common open space, amenities space and internal roads and all the things, permanently attached thereto or standing thereon.

SCHEDULE - II
(Description of the 'said Apartment')

Name of the Building / Project	"BALAJI HEIGHTS"
Apartment No.	
Floor	_____ FLOOR
Carpet Area of the Flat / Apartment	_____ SQ. MTRS.
Area of Open Balcony	_____ SQ. MTRS.
Area of Enclosed Balcony	_____ SQ. MTRS.

SCHEDULE - III
SPECIFICATIONS & AMENITIES

1. STRUCTURE

- R.C.C. earthquake resistant framed structure.

2. WALL

- External walls to be 6" thick eco-friendly (AAC) bricks with coat of sand face cement modular plaster on the external side.
- Internal partition walls to be 6"/5" thick eco-friendly (AAC) bricks with plaster on each side & ceiling POP finish.

3. FLOORING

- 2' x 4' vitrified flooring in all rooms
- Antiskid tiles flooring in bathroom, W.C. & Terraces

4. DOORS

- Main door will be flush door with both side laminations.
- Fitting having doorbell point, door eyepiece for safety.
- Bedroom will have doors with front side laminated and backside oil paint finishing

5. KITCHEN

- Black granite top kitchen platform with S.S. sink
- Dado tiles up-to lintel level

6. WINDOWS

- Marble sill for all windows
- Aluminum powder coating sliding windows with safety grill & with mosquito prevention net.
- The windows in bathroom & W.C. will have louvered.

7. ELECTRIFICATION

- All electrical point of concealed copper wiring with modular switches with provision of 15 Amp. power point in kitchen and bathroom
- Adequate light points in parking.
- T.V. Cable points in living room
- One A/c Point in Master bedroom

8. TOILETS

- Concealed plumbing work with premium quality bathroom fittings
- Wash basin
- Provision for water heater, exhaust fan.

9. BATHROOM & W.C.

- Glazed tiles in bath up ceiling level in W.C. with modern concept
- Antiskid tiles in flooring

10. PAINTING

- Apex paint for the external face of the building
- Oil Bond Distemper paint for the internal faces of the apartments

11. PARKING AREA

- Paving block / checkered tiles with adequate lighting

12. LIFT

- Two standard size Lifts with Auto backup system.

13. WATER SUPPLY

- Provisions of separate overhead & underground drinking water tank with adequate capacity in each building
- Water supply from bore-well for regular use

Note: -

- 1) The aforesaid specifications are general and will be provided in the residential Flat as suitable in Flat as per the discretion of the Promoter.
- 2) Any additional specification or work will be charged extra. No rebate will be given for cancellation or omission of any item.
- 3) The Promoter reserve the right to amend the layouts, plans, number of floors, specifications, elevation, color scheme, amenities etc. without notice.
- 4) Certain amenities and features are to be jointly used by the tenement holders.
- 5) The Promoter reserves the right to refuse any additional work, extra work or modification/s.

SCHEDULE - IV**COMMON AREAS AND FACILITIES****(A) COMMON AREAS ::**

1. The land under the buildings.
2. The footings, RCC structures and main walls of the buildings.
3. Staircase, columns in the building/s.
4. Common sewage/Drainage, Water, Electrical Lines, Power Backup.
5. Common ground water storage tank and overhead tank.
6. Electrical meters, wiring connected to common lights, pumps.

(B) LIMITED COMMON AREAS AND FACILITIES ::

- 1. Partition walls between the two tenements/flats/units shall be limited common property of the said two tenements/flats/units.
- 2. The parking areas under stilts / marginal open spaces / podium / basements and portions thereof may be allotted for exclusive use of the specific tenements/flats/units by the Promoter as per his discretion or retained by it.
- 3. Other exclusive and limited common area and facilities as mentioned in the agreement.
- 4. All areas which are not covered under aforesaid head common areas and facilities are restricted areas and facilities.
- 5. Land around building and open areas.
- 6. Terrace on the top of Building
- 7. Passage leading to top terrace from the last floor.

(C) ADDITIONAL AMENITIES ::

- 1. Wall Compound and designer Entrance Lobby.
- 2. Name Plate & Letter Box for each apartment.
- 3. Rain Water Harvesting system
- 4. CCTV Camera at parking space and security gate
- 5. Solar Water Heating System

Note : The above areas shall be available for common use of all the occupants.

XXXXXXXXXXXXXXXXXXXXXXX

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

SIGNED, SEALED AND DELIVERED by)
The within named of Promoter)

NAME OF THE PARTY OF THE <u>FIRST</u> PART	SIGNATURE	LEFT HAND THUMB	PHOTO
YUVRAJ LANDMARK Through its authorized Partner – 1) MR. DUNU MEGHANATH MEGHAWAT			
YUVRAJ LANDMARK Through its authorized Partner – 2) MR. KESHAV HIRYA MUDAVAT			

SIGNED, SEALED AND DELIVERED by)
The within named Allottee/s)

NAME OF THE PARTY OF THE <u>SECOND</u> PART	SIGNATURE	LEFT HAND THUMB	PHOTO
1) MR.			
2) MRS.			

SIGNED, SEALED AND DELIVERED by)
The within named of the Consenting Party)

NAME OF THE PARTY OF THE <u>THIRD</u> PART	SIGNATURE	LEFT HAND THUMB	PHOTO
1) MR. KESHAV HIRYA MUDAVAT, 2) MR. DUNU MEGHANATH MEGHAWAT, by and through their irrevocable Power of Attorney holder – YUVRAJ LANDMARK, Through its authorized partner – 1) MR. DUNU MEGHANATH MEGHAWAT			
1) MR. KESHAV HIRYA MUDAVAT, 2) MR. DUNU MEGHANATH MEGHAWAT, by and through their irrevocable Power of Attorney holder – YUVRAJ LANDMARK, Through its authorized partner – 2) MR. KESHAV HIRYA MUDAVAT			

IN THE PRESENCE OF
WITNESSES ::

1. Signature :
Name :
Address :
2. Signature :
Name :
Address :

PAYMENT RECEIPT

1. We, YUVRAJ LANDMARK, agree to sell / transfer the **FLAT bearing No.** _____, Carpet area admeasuring _____ **Sq. Ft.** i.e. _____ **Sq. Mtrs., alongwith attached Open Balcony,** area admeasuring _____ **Sq. Ft. i.e.** _____ **Sq. Mtrs., and Enclosed Balcony,** area admeasuring _____ **Sq. Ft. i.e.** _____ **Sq. Mtrs.,** to be situated on the _____ **Floor,** of the building to be known as " **BALAJI HEIGHTS** ", to be constructed on the said Properties to **1)** _____ **AND 2)** _____ for the total consideration amount of **RS.** _____ **/- (RUPEES _____ ONLY).**

2. By this receipt, we have received an earnest amount of **RS.** _____ **/- (RUPEES _____ ONLY)** till date out of total consideration amount from **1)** _____ **AND 2)** _____, in the following manner:

Rs. _____/- Rupees _____ Only has been paid by
Cheque No. _____, Dated – _____, drawn
on _____ Bank, Branch – _____, Pune

Rs. _____/- Rupees _____ Only has been paid by
Cheque No. _____, Dated – _____, drawn
on _____ Bank, Branch – _____, Pune

RS. _____/- (RUPEES _____ ONLY)
=====

HENCE THIS PAYMENT RECEIPT

FOR YUVRAJ LANDMARK
Promoter

1) _____

2) _____
Purchaser/s

AGREEMENT FOR SALE

At Pune on this ____ day of _____, 2022

YUVRAJ LANDMARK,

A registered partnership firm

----- **THE PROMOTER**

AND

1) MR. _____,

2) MRS. _____,

----- **THE ALLOTTEE/S**

=====

SUB REGISTRAR HAVELI NO. _____ PUNE

DOCU. REGI. NO. - _____/2022

DATE - ____/____/2022

=====

On instructions given by both the parties

Prepared & Drafted by -

MORMON LEGAL SERVICES

Legal Consultants

A Division of

MORMON PROPERTY VENTURES PVT. LTD.

Corporate Address : - 101, Second Floor, Chandravarsha Building,

Sus Road, Above SBI Bank, Pashan, Pune - 411 021

Tel No. +91-7066552345

E-mail : - mormonpropventures@gmail.com

=====

Agree Sale (Balaji Heights - Baner) Yuvraj Landmark - Draft - RERA