ARTICLES OF AGREEMENT / AGREEMENT FOR SALE

ARTICLES OF AGREEMENT/AGREEMENT FOR SALE made and executed at Pune this day of , 2019

BETWEEN

M/S. WAMAN KALATE INFRASTRUCTURE

A Regd. partnership firm having its office at 272, Shedge Vasti, Next to Ganpati Temple, Wakad, Pune -411 057 [PAN NO. A A B F W 3 7 4 1 K]

Through its partners

1] SHRI. VISHAL MANOHAR KALATE

Age: 39 years, Occupation:Business

2] SHRI. NILESH VILAS KALATE

Age: 31 years, Occupation:Business

Both R/at: Omkar Niwas, Near Ganesh Mandir, Wakad,

Tal. Mulshi, Dist. Pune - 411057

Hereinafter referred to as the " PROMOTER/BUILDER/DEVELOPER "

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the directors, executives, from time to time hereinafter as also its legal, representative, administrator their heirs and successors in title etc.,)

1] SHRI. MANOHAR WAMAN KALATE

Age: Adult Occupation: Agriculture [PAN NO. A Y H P K 4 7 4 1 P]

For himself and for the benefit of family

2] SOU. BHAMABAI MANOHAR KALATE

Age: Adult Occupation: Housewife [PAN NO. A Y H P K 4 8 2 7 C]

3] SHRI. VISHAL MANOHAR KALATE

Age: Adult Occupation: Agriculture [PAN NO. A P X P K 9 4 2 7 K]

For himself and for the benefit of family

4] SOU. SHRADHA VISHAL KALATE

Age: Adult Occupation: Household [PAN NO. B R V P K 3 5 6 8 G]

5] KU. NEEL VISHAL KALATE

Age: Minor Occupation: Education through guardian Shri. Vishal Manohar Kalate

6] KU. BHUMI VISHAL KALATE

Age: Minor Occupation: Education through guardian Shri. Vishal Manohar Kalate

71 SOU. RANI GANESH GUNDGAL

Age: Adult Occupation: Housewife [PAN NO. A X A P G 8 1 1 5 D] R/at, Sangvi, Pune- 27.

8] SOU. SONALI PRADEEP LANDGE (NEE KUM. SONALI MANOHAR KALATE)

Age: Adult Occupation: Household [PAN NO. AGKPL3634K]

9] SHRI. VILAS WAMAN KALATE

Age: Adult Occupation: Retired [PAN NO. A I W P K 4 2 8 9 K]

For himself and for the benefit of family

10] SOU. BHARATI VILAS KALATE

Age: Adult Occupation: Household [PAN NO. AZBPK7229F]

11] SHRI. NILESH VILAS KALATE

Age: Adult Occupation: Business [PAN NO. A Y P P K 0 1 9 4 E]

For himself and for the benefit of family

12] SOU. SAPNA NILESH KALATE

Age: Adult Occupation: Household [PAN NO. C W C P K 1 0 3 7 K]

13] SHRI. VINAY VILAS KALATE

Age: Adult Occupation: Business [PAN NO. AZBPK7231R]

For himself and for the benefit of family

14] SOU. MANALI VINAY KALATE

Age: Adult Occupation: Housewife [PAN NO. F L V P K 5 1 2 6 E]

15] KU. GATHA VINAY KALATE

Age: Minor Occupation: Education through guardian Shri. Vinay Manohar Kalate

16] SOU. KALYANI ANIL BHONDAWE

Age: Adult Occupation: Housewife All R/at Wakad, Tal. Mulshi, Dist. Pune. [PAN NO. CWCPK1044E]

All Through POA Holder

1] SHRI. VISHAL MANOHAR KALATE

Age: 39 years, Occupation: Business

2] SHRI. NILESH VILAS KALATE

Age: 31 years, Occupation: Business

Both R/at: Omkar Niwas, Near Ganesh Mandir, Wakad,

Tal. Mulshi, Dist. Pune - 411057

Hereinafter referred/called as "VENDORS/OWNERS NO. 1"

1] SMT. BIBABAI GANPAT SHEDGE

Age: Adult Occupation: Housewife

2] SHRI. VITTHAL GANPAT SHEDGE

Age: Adult Occupation: Agriculture For himself and for the benefit of family

3] SOU. SHUSHILA VITTHAL SHEDGE

Age: Adult Occupation: Housewife

4] KU. ASHISH VITTHAL SHEDGE

Age: Minor Occupation: Education

through guardian Shri. VITTHAL GANPAT SHEDGE

5] KU. GAYATRI VITTHAL SHEDGE

Age: Minor Occupation: Education

through guardian Shri. VITTHAL GANPAT SHEDGE

6] SHRI. UMESH GANPAT SHEDGE

Age: Adult Occupation: Agriculture For himself and for the benefit of family

7] SOU. SUJATA UMESH SHEDGE

Age: Adult Occupation: Housewife

All R/at Kaspate Vasti, Wakad, Tal. Mulshi, Dist. Pune.

All Through POA Holder

1] SHRI. VISHAL MANOHAR KALATE

Age: 39 years, Occupation: Business

2] SHRI. NILESH VILAS KALATE

Age: 31 years, Occupation:Business

Both R/at: Omkar Niwas, Near Ganesh Mandir, Wakad,

Tal. Mulshi, Dist. Pune - 411057

Hereinafter referred/called as "VENDORS/OWNERSNO. 2"

Hereinafter collectively referred/called to as the **OWNERS**

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her/their heirs, executors, administrators its

partners or prop cheir permitted as	rietor from time to signs)	time	its successo	ors in title and	d his/h	er /
			OF T	HE FIRST PA	.RT	
		AND				
1) Mr/ M	rs/ M/S					
_	years, Occupatio					
PAN	NO.]				
	1rs/ M/S					
_	years, Occupatio					
[PAN	NO.]				
Herein	after referred/called	to as th	ne PURCHAS	SER/S/ALLO	TTEE/S	
deemed to mean	shall unless repugna and include his / he rietor from time to ssigns)	r/their	heirs, exec	cutors, admir	nistrators	its
				OF THE OTH	ER PART	Γ
admeasuring abou	n of land admeasurir t 00 H. 59 R bearin within the local limit	g S.NC	. 272 H. No	. 3 situated a	t Wakad,	Tal.
SIGN				PUCHASI	ER	5

and which is more particularly described in schedule A (i) is owned by the vendor no. 1 above named;

AND WHEREAS Portion of land admeasuring about 00 H. 11 R, out of total land admeasuring about 00 H. 34 R bearing S.NO. 272 H. No. 4 situated at Wakad, Tal. Mulshi Dist. Pune within the local limits of Pimpri Chinchwad Municipal Corporation and which is more particularly described in schedule A (ii) is owned by the vendor no. 2 above named;

AND WHEREAS Vendor no. 1 collectively have granted the development rights in respect of the portion of land described in schedule A (i) to Promoter here in vide development agreement dated 15/04/2019. Said agreement is registered at the office of sub-registrar Haveli no. 18 on 15/04/2019 at Sr. No. 5885/2019. They have also executed power of attorney in promoter's favour & same is registered at the office of Sub- Registrar Haveli No. 18 on 15/04/2019 at Sr. No. 5886/2019.

AND WHEREAS Vendor no. 2 collectively have granted the development rights in respect of the portion of land described in schedule A (ii) to Promoter here in vide development agreement cum agreement for sale dated 26/03/2012. Said agreement is registered at the office of sub-registrar Haveli no. 17 on 27/03/2012 at Sr. No. 3184/2012. They have also executed power of attorney in promoter's favour & same is registered at the office of Sub- Registrar Haveli No. 17 on 27/03/2012 at Sr. No. 3185/2012.

AND WHEREAS the Promoters have entered into a standard agreement with an Architect registered with the Council of Architects and such agreements described by the Council of Architects, wherein the Promoter has appointed a structural engineer for the preparation of the structural design and drawings of the buildings and Promoters accept the professional supervision of the Architects and the structural engineer till the completion of the building/s. For the whole scheme promoter, builder shall be liable & responsible. Architect and structural engineer shall not be responsible for the quality of the material.

AND WHEREAS by virtue of the Development Agreement and Power of Attorney, Promoter alone has the sole and exclusive right to sell the units in the said building/s to be constructed by the Promoter on the said property and to enter into agreement with the intended Purchaser/s of the unit/s and receive sale price in respect thereof.

AND WHEREAS the Purchaser demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents of title and various orders to the said property, the said order, the agreement and the plans, design and specifications prepared by the Promoter's architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the "said act") and the rules made there under and also under the RERA Act.

AND WHEREAS the copies of Certificate of Title issued by the Attorney at Law or Advocate of the Promoters, copies of Property card or any other relevant revenue records showing the nature of the title of the Promoter to the said property on which the units are constructed or to be constructed as per plans and specifications of the unit/s agreed to be purchased by the Purchaser approved or to be approved by the concerned local authority have been annexed hereto.

AND	WHEREAS	the	Purchaser	applied	to	the	Promoter	for	allotment	to	the
Purch	aser Flat no)	or	n the			floor in the	he b	uilding/w	ing	no.
situat	ed at Wakad	, Pun	e.								

AND WHEREAS the promoter has regd. the project under the provisions of the Act with the Real Estate Regulatory authority at Pune bearing no.______ of which authenticated copy is attached with this agreement.

AND WHEREAS prior to making application as aforesaid as required by the provisions of Maharashtra Co-operative Societies Act, No. XXIV of 1960) (Maharashtra Act No. XXIV of 1960) the Purchaser has made a declaration to the effect firstly, that neither the Purchaser nor the members of the family of Purchaser own tenements, house or building within the limits of Pune Urban Agglomeration.

AND WHEREAS prior to the execution of these presents, the Purchaser has paid to the Promoter an amount as shown in the payment schedule being part payment of the sale price of the unit agreed to be sold by the promoter to the Purchaser as an advance payment or deposit (the receipt and payment where of the Promoter does hereby admit acknowledge) which shall in no event exceed the sale price of the unit, as per stage of work, agreed to be sold to the Purchaser and the Purchaser has agreed to pay to the promoter balance of the sale price in the manner hereinafter appearing.

AND WHEREAS the carpet area of the said apartment is as mentioned in this agreement and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external wall, areas under services shafts, exclusive balcony appurtenant to the said apartment for exclusive use of the allottee or verandah area and exclusive open terrace area appurtenant to the said apartment for exclusive use of the allottee, but includes the area covered by the internal partition walls of the apartment.

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

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

[I] COMMERCIAL TERMS

1] The Promoter shall construct the building/s, in phases, consisting of ground and upper floors on the said land in accordance with the plans, designs specifications approved or to be approved by the concerned local authority and which have been seen and approved by the Purchaser subject to such variations and modifications as the Promoter may consider necessary or as may be required by the concerned

RIOLAND							
authority / Government and purchaser agrees to the same. Purchaser shall not rais any objection for it.							
2] The Purchaser hereby agrees to purchase from the promoter and the Promoter hereby agrees to sell to the Purchaser Flat no admeasuring about sq. mtrs. carpet area with enclosed							
balcony carpet area admeasuring about sq. mtrs. with dry balcon							
carpet area admeasuring about sq. mtrs. on floor for the							
price of ₹/- (₹							
only) in the building/wing no							
along with the exclusive right to use attached terrace admeasuring abou							
sq. mtrs. carpet and which is as shown in the floor plan thereof, heret							
annexed and marked `Annexure D' (hereinafter referred to as the unit') an							
covered / open parking no on the floor admeasuring about							
sq. mtrs. and including proportionate common areas and facilities							
appurtenant to the premises the nature extent and description of the commo							
areas/limited areas and facilities which are more particularly described in th							
schedule A hereunder written. The unit Purchaser hereby agrees to pay the							
promoter, the purchase price of ₹/- (₹/-							
only) in terms of this Agreement in the following manner:							
₹ ,000/- paid by cheque no. dt. / /201 drawn on							
₹ ,000/- to be paid within days from the date of agreement							
₹ ,000/- on constructing of Plinth							
₹ ,000/- on casting of 2nd slab							
₹ ,000/- on casting of 4th slab							
₹ ,000/- on casting of 6th slab							
₹ ,000/- on casting of top slab							
₹ ,000/- on completion of Brick Work of said flat							
The same of the completion of blick work of said flat							
₹ ,000/- on completion of Plaster of said flat							

₹ ,000/- at the time of occupation

₹ ,000/- (₹

Only)

and upon the purchaser clearing all dues on account of deposits, interest, costs, charges damages extra work or otherwise whatsoever 8 days prior to possession. It is expressly agreed that for each of the above payments time is the essence of the contract.

- 2 (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 for increase in development charges, cost, or levies imposed by the competent authorities etc. the promoter shall enclose the said notification/order/rule/regulation published/ issued in that behalf to that effect along with the demand letter being issued to the allottee, which shall only be applicable on subsequent payments.
- 2 (b) The promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the allottee by discounting such early payments @ 12% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an allottee by the promoter.
- 2(c) The promoter shall confirm the final carpet area that has been allotted to the allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the promoter. If there is any reduction in the carpet area within the defined limit then promoter shall refund the excess money paid by allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess

amount was paid by the allottee. If there is any increase in the carpet area allotted to allottee, the promoter shall demand additional amount from the allottee as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause of this agreement.

- 2(d) The allottee authorizes the promoter to adjust /appropriate all payments made by him/ her under any head (s) of dues against lawful outstanding, if any, in his/ her name as the promoter may in its sole discretion deem fit and the allottee undertakes not to object/demand/direct the promoter to adjust his payments in any manner.
- 3] The Purchaser/s has agreed to acquire the said unit together with the exclusive right to use and occupy the said space / terrace / gardens as also open / covered car parking space (either and/or both in case applicable by Agreement or by allotment letters only and not otherwise) on what is known as "OWNERSHIP BASIS".
- 4] Purchaser shall be liable to bear and pay share of outgoings in respect of the said land and building/s namely local taxes, betterment charges or such other levies levied by the concerned local authority and/or government water charges, insurances, common lights, repairs and salaries of clerks, bills, collectors, chow kidder, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the society/limited co./condominium of apartment holders is formed and the said land and building/s transferred to it, the purchaser shall pay to the promoter such share of outgoings as may be determined.

At the time of taking possession of the unit, purchaser has to pay to the promoter common maintenance charges of ₹ /- for the 12 months. The builder/condominium/society shall spend/use the amount towards the day to day maintenance expenses, of the common facilities (which includes water charges, electricity, insurance, repairs and salaries of clerks, and all other expenses necessary and incidental to the maintenance of the said land and building/s) provided by the condominium/society. The purchasers agree to the same and same will be

provisional and if necessary he/she/they will pay the additional maintenance charges. For the unsold units developer will contribute only Rs. 1 per unit per month.

- 5] The promoter/purchaser shall bear the following expenses.
- Legal charges.
- ii) Share money application, entrance fee of the Society/Limited Company/Condominium of Apartment Holders.
- iii) Formation and registration of the Society / Limited Company/ Condominium of Apartment Holders.
- iv) Proportionate share of electrical meters and connection charges.

Promoter shall not be liable to give accounts for the above and Purchaser/s herein agree that he/she/they will not ask for the account for the above.

- The Purchaser agrees to pay to the Promoter interest at twelve percent per annum on all amounts which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoter/s. Under no circumstances possession shall be handed over unless the purchaser/s clears all his dues.
- 6a] Promoter will intimate the demand of dues to the purchaser as per the work in progress.
- 7] On the Purchaser committing default in payment on due date of any amount due and payable by the purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at its own option to terminate this agreement. Provided always that the power of termination herein before contained shall not be exercised by the Promoter unless and until the

Promoter has given to Purchaser fifteen days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser in remedying such breach or breaches within a reasonable time after giving of such notice.

Provided further that upon termination of this agreement as aforesaid, the Promoter shall after deducting 25% of the agreement value towards forefeiture, will refund to the Purchaser the installments of sale price of the unit which may till then have been paid by the Purchaser to the Promoter but the Promoter shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this agreement, the Promoter shall be at liberty to dispose off & sell the unit to such person & at such price as the Promoter may in its absolute discretion think fit.

- 8] The Promoter shall give possession of the premises to the Purchaser **on or about 31st December, 2022.** If the Promoter fails or neglects to give possession of the unit to the Purchaser on account of reasons beyond his control and of his agents as per the provisions of Section 8 of Maharashtra Ownership flats Act by the aforesaid date or the dates prescribed in Section 8 of the said Act then the Promoter shall be liable on demand to refund to the purchaser the amount/s received by him in respect of the unit with simple interest at nine percent per annum from the date the promoter received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed whether the stipulations specified in Section 8 have been satisfied or not which will be referred to the Competent Authority who will act as an Arbitrator.
- (a) It is clarified that possession date mentioned above is subject to the purchasers unit only. It is agreed between the parties that Promoter will complete the common facilities and amenities of the entire project as per their convenience in due course of time.

Provided that the Promoter shall be entitled to reasonable extension of time for giving possession of unit on the aforesaid date, if the completion of the building in which the unit is to be situated is delayed on account of:

- i) Non availability of steel, cement, building material, water, electric supply or labour.
- ii) war, civil commotion or any act of God.
- iii) Any notice, order, rule, notification of the Government and/ or other public or Competent Authority.
- iv) Changes in any Rules, Regulations, by laws of various statutory bodies and authorities from time then affecting the development and the project.
- v) Delay in grant of any NOC/permission/license/ connection installation of any services such as Lifts, electricity and water connections and meters to the Scheme/Flat, Road NOC or completion certificate from appropriate authority.
- vi) Delay or default in payment of dues by the purchaser under these presents (without prejudice to the right of promoter to terminate this Agreement under clause mentioned above.)
- vii) Pendancy of any litigation.
- 8.1] If the promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the allottee, the promoter agrees to pay to the allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the allottee, for every month of delay, till the handing over of the possession. The allottee agrees to pay to the promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the allottee to the promoter under the terms of this agreement from the date the said amount is payable by the allottee (s) to the allottee (s) to the promoter.
- 9] The Purchaser shall take possession of the unit within 8 days of the Promoters giving written notice to the Purchaser/s intimating that the said units are ready for use and occupation.

10] If within a period of five years from the date of handing over the unit/s to the Purchaser/s, the Purchaser/s brings to the notice of the Promoters any structural defect in the unit/s or the building in which the unit/s are situated the same shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects or changes then the Purchaser/s shall be entitled to receive from the Promoters reasonable compensation for such defect or change.

However if the unit purchaser/s makes any changes/alterations or causes leakages or other structural damages during this period which affects the said unit or the other unit or units in the said building directly or indirectly the same shall be the responsibility of the Purchaser/s and the Promoters shall not be then liable for such defect liability as contemplated in these presents and further the Purchaser/s shall be liable to the other unit purchaser/s whose premises have been damaged due to such changes, alterations, leakages, etc., together with cost interest and damages.

- That the purchaser shall use the unit or any part thereof or permit the same to be used for the purpose of residential/commercial as per sanction plan. He shall use the garage or parking spaces only for the purpose of keeping or parking the Purchaser's own vehicle.
- 12] The Purchaser/s hereby confirm and agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages on any ground whatsoever.
- 13a] The Purchaser shall not let, sublet, transfer, assign or part with his/her/their interest or benefit factor of this Agreement or part with the possession of the unit until all the dues payable by Purchaser to the Promoter under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Promoter and paid transfer charges to the Promoter.

[II] OPEN/COVERED SPACE/s

- This Agreement is on the express condition that certain of the unit comprised in the said building to be constructed on the said property have or are being allotted subject to the mutual rights of such Purchaser/s with regard to his open space/attached or top terrace/garden and / or open / covered car parking space as aforesaid and that the user of each of such unit/s and the rights in relation thereto of each Purchaser shall be subject to all the rights of the other Purchaser in relation to his unit/s. None of the Purchaser/s of the said remaining unit shall have any right whatsoever to and shall not use and / or occupy the open space/ terrace /garden and /or car parking space or any part thereof, acquired by any Purchaser/s including the Purchasers concerned, as aforesaid nor he do or cause to be done anything whereby such Purchaser including the Purchaser/s, if concerned, is prevented from using and occupying the said terrace / garden / car parking space as aforesaid or the rights of such Purchaser including the Purchaser, if concerned, to the same are in any manner affected or prejudiced.
- 15a] The Purchaser/s hereby authorise and allows the Promoter for changing the position of Road, Main Gate / Open space, Parking spaces other common amenities, Staircases, Lobbies Underground / over ground Water Tanks, Transformers, Garbage Bins, Septic Tank, Sewage Lines, Water Line etc. as per the Promoters requirements the Purchasers will not take any objection for the same.
- (b) The Promoter has right to change internal / external plans, layout, height of building/project also promoter shall have sole discretion of utilising open spaces in the manner they think fit. Spaces earmarked for existing buildings/proposed developments are subject to revision at the sole discretion of the developer. Developer shall be entitled to grant permission to use the unit as per the provisions of law and permitted by law and may allow to change the use of unit. Purchaser/s gives their irrevocable consent for the same.

- (c) Open/covered Car parking can be allotted in building on lower ground floor/podium or in open areas in the project, roads, gardens, compound wall, side margins, etc.
- The Purchaser covenants and undertakes that in the event he/she /they has /have accrued right and interest in open space/ terrace/ garden they shall be duty bound and under obligation to permit the promoter and / or the authorised representative of the Ultimate Body formed to, without let or hindrance, allow right of ingress or aggress for laying and repairing and /or servicing the common service connection and other paraphernalia situated within such open space/ garden / terrace.
- 17] It is hereby agreed by and between the parties hereto as follows:
- (a) The Promoters shall be entitled to transfer, assign, dispose off and/or allot in any manner as they deem proper the said open spaces, terraces, top terraces, parapet walls and other specified and unspecified spaces to anybody on the terms and conditions mentioned in the preceding clause/s. The Purchaser/s alongwith the other Purchasers or Purchaser/s of whatsoever kind in respect of the rights, title, interest of the Promoters and /or its nominees or assigns in respect of matters mentioned in the preceding clause/s hereby gives their consent to the same.
- (b) The terrace or terraces, if any, of the building or buildings constructed on the said land hereditaments and premises including the parapet walls shall always be the exclusive property of the Promoters or their nominees or assigns who shall also be entitled to display advertisements in or over the walls of the terrace as well as in any portion of the said plot and shall be exclusively entitled to the income that may be derived by display of the said advertisement at any time hereafter. Such nominees or assigns at any time shall be admitted as members of the Co-Op. Societies/ Limited Company / Condominium of Apartment Holders in the same manner as the Promoters admit the Purchaser/s of the unit/s as its members in pursuance of the provisions hereinafter contained and purchaser agrees to the same.

- 18] Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said unsold units or of the said plot and Building or any part thereof. And all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, etc., will remain the property of the Promoter.
- 19] The said terrace, garden, open space shall not be closed by the Purchaser till the permissions in writing is obtained from the concerned local authority and the promoter or the Co-operative Society / Limited Company/Ultimate Body.

[III] FLOOR SPACE INDEX

- 20] The Promoter hereby declares that the Floor Space Index available in respect of the said land is as per provision of law. The residual FAR (FSI), TDR in the plot of the layout not consumed will be available to the Promoter only. It is further expressly agreed by and between the parties that if the permitted Floor Space Index or density is not consumed in the buildings being put-up and/or at any time further construction on the said plot on the higher floor is allowed, the Promoters shall also have the right to put additional storey and/or consume the balance Floor Space Index in any manner the Promoter may deem fit either on this plot and /or any other land of the Promoters, subject, however to the necessary permission of the concerned public authorities in that behalf and same allowed to be dealt with or disposed off in the manner they choose.
- The Promoter alone shall be entitled to claim and receive compensation for any portion of the land / building that may be notified for set back and claim the FSI, benefits and compensation available for areas under Reservation for Community Centre, D.P. Road/s, School, Playground, etc.
- 22] The Promoter shall always have right to utilise the TDR on the said land and acquire the same. This condition being of the essence. The Promoter shall always have right to either amalgamate the plot with adjoining plot or to sub-divide the existing plot or after amalgamation sub-divide the plot into number of plots.

23] The Purchaser/s hereby expressly give consent to the Promoters for redesigning the said building/s and the area which the promoters may desire to realign and redesign and the promoters will be entitled to utilize any FSI/TDR which may be available and/or allowed to be utilized on the said property or any part thereof or any adjoining property or properties as the case may be and till the entire complex is completed and the FSI / TDR available on the said property is duly utilized by the Promoters and the amount or amounts receivable by the Promoters from the Purchasers of the units in the said building is /are duly received by the Promoters and all the obligations required to be carried out by the Purchasers herein and the purchasers of the said units in the building are fulfilled by them. The promoters shall not be bound and shall not be called upon or required to form any Ultimate Body, Limited Company or Condominium of Apartment Holders as the case may be until all the units in the entire project are sold /transferred & the TDR/FSI entirely consumed and the purchaser/s agree/s and irrevocably consent not to have any demand or dispute or objection on that behalf. Due to these lands and project whatever benefits such as TDR or any other benefits shall be generated made available shall be always available to the developer, promoter or their nominees, assignees only. Neither purchasers nor ultimate body shall claim any right or benefit in such benefit.

[IV] **CONDITIONS**

- 24] The said units are agreed to be sold subject to:
- (a) Any scheme or resolution affecting the said land or any part or parts thereof made or to be made by any authority concerned including the terms covenants stipulations and conditions contained in the Agreement/s relating to the said land.
- (b) Its present use as residential and/or other permissible uses.
- (c) All the covenants and conditions ensuring for the benefits of the said person/s as contained in the Agreement/s made between them and/or the Promoter, the said Order/s passed under the Ceiling Act, if any Order of lay-out and/or sub-division relating to the said land, order of conversion and all terms and conditions stipulated

by the Promoter in respect of the common areas and facilities and amenities to be provided for the benefit of the said land or any part/s thereof.

- (d) For the aforesaid purpose and all purposes of and incidental thereof, and/or for the more beneficial and optimum use and enjoyment of the various portions of the said land and/or any part/s thereof of the Promoter, in such a manner as may be desired by the Promoter, the Promoter shall be entitled to grant, over, upon or in respect of any portion/s of the said land, all such right, benefits, privileges, easements, etc., including right of way, right to draw from or connect to all drains, sewers, water, electricity, telephone connections and/ or installations and other services in the said land and/or any part/s thereof right of use and enjoyment of all amenities and facilities provided and/or any part/s thereof for the more beneficial and optimum use and enjoyment of the same in such a manner as may be desired by the Promoter.
- (e) It being made expressly clear that the ultimate body's transfer deed/s in respect of the said property viz. the said land and /or any part/s thereof with building thereon shall contain such provisions which shall be accordingly framed and the burden there of shall run with the land and shall be binding upon all the persons who are the holders of the respective unit/s comprised in the said property as the Promoter/s may reasonably require for giving effect to and/or enforcing the said restriction covenants & stipulations.

[V] **ULTIMATE BODY**

25] In the event of the Ultimate Body etc. is formed before the sale and disposal by the Promoter of all the premises in the said building as aforesaid, the Power of the Ultimate Body, etc. so formed shall be subject to overall authority and control of the Promoter and in particular the Promoter shall have absolute authority and control as regards the unsold premises and disposal thereof. In such case, the Promoter shall not be liable to pay any maintenances or other charges in respect of the unsold premises to the Ultimate Body etc.

- The name of the building/s under construction are and shall always remain as **RIOLAND** and the name of the Co-operative Society/Limited Company/ Condominium Apartment Holders formed and the said land hereditaments and premises together with the building or buildings and other structures constructed thereon shall bear the name of Co-operative Society/Limited Company/Ultimate Body as the case may be and shall not change, alter or modify the said name without the prior written consent of the Promoter at any time.
- The Purchaser along with other purchasers of the units in the building shall join in forming and registering the Society or a Co-operative Society / Limited Company / Ultimate Body to be known by such name as the Promoter may decide and for this purpose sign and execute the application for registration and / or membership and other papers and documents necessary before or at the time of taking possession of the units so as to enable the promoter to register the said organisation of the Purchasers under section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership flats (Regulation of the Promoter of Construction, Sale, Management and Transfer) Rules 1964. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft byelaws or the Memorandum and/or Articles of Association as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be or any other competent Authority.
- In the event of the Promoters exercising the option of forming one or more sub-society or other ultimate body and the Deed of Conveyance is executed in favour of the such sub-society or Ultimate Body before the disposal by the Promoters of all the units and other premises in the said building/s, then and in such case the Promoters shall join in as the Promoter/ Member in respect of such unsold premises and as and when such premises are sold to the persons of the choice and at the discretion of the Promoters (the realisations belonging to the Promoters alone) the Ultimate Body shall admit as members the Purchasers of such premises without charging any premium or any other extra payment.

It shall be option of the Promoters either to have one Ultimate body in respect of all or different group of Building/s to be constructed by the Promoters as aforesaid on the said property or on the said lay-out land and to convey the said property or the layout land to such ultimate body/society in respect of the different building/s units to be constructed by the Promoters, in which event, such different building or building/s units together with the land appurtenant thereto (to the extent & of the dimensions as may be decided upon by the Builders) shall be conveyed in favour of the separate bodies/Co-Operative Housing societies with adequate means of access to each of such building with the provisions from maintenance and repairs by the societies concerned of the water tanks, water and other pipes and amenities and giving access to the respective buildings. The provisions hereinabove contained in the preceding clause, for conveying the said building and the said property described in the schedule A hereunder shall be subject to the provisions of this clause.

29] The Purchaser/s shall not be entitled to any time to demand partition of his/her/their interest in the said building or buildings to be constructed thereon is impartible and it is agreed that the Promoter shall not be liable to execute any deed or any other document in respect of the said units in favour of the Purchaser/s promoter.

[VI] **PURCHASERS DUTIES**

- 30] The Purchaser/s himself /themselves with intention to bring all persons into whomsoever hands the unit/s may come doth hereby covenants with the Promoters as follows:-
- (a) To maintain the unit at the Purchaser's own cost in good tenamentable repair and condition from the date of possession of the unit is taken and shall not do or suffered to be done anything in or to the building in which the unit is situated or staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the unit is situated and/or the unit itself or any part thereof.

And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other authority/authorities.

- (b) Not to store in the unit/s any goods which are of hazardous combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the unit /s is /are situated or storing of which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors may be damaged or likely to damage the staircase, common passages or any other structures of the building in which the unit is situated and in case any damage is caused to the building in which the unit is situated or to the unit on account of negligence or default of the Purchaser in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- (c) Not to demolish or cause to be demolished the unit/s 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 unit or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the unit/s is / are situated and shall keep the portion, sewers, drains, pipes in the unit /s and 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 unit/s is/are situated and shall not chisel or in any manner damage the columns, beams, walls, slabs or R.C.C. pardis or other structural members in the unit/s without the prior written permission of the Promoters and /or the Society/Limited Company/Condominium of Apartment Holders.
- (d) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the unit/s is/are situated or any part thereof where by any increased premium shall become payable in respect of the insurance.
- (e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said unit/s in the compound or any portion of the said land and the building in which the unit/s is / are situated.

- (f) To bear and pay increase in local taxes, water charges, electricity, meter deposit and transformer charges, insurance and such other levies or betterment charges, if any, which are imposed by the concerned local authority and/or government and/or public authority, either due to any change or amendment in the law or on account of change or user of the unit/s by the Purchaser viz., used for any purposes other than for permitted purposes. Such amount until utilisation shall lie as interest free deposits with the Promoters.
- (g) The Purchaser shall observe and perform all the rules and regulations which the Society/Limited Company/apartment condominium may adopt at its inception & the additions, alterations or amendments thereof that may be done from time to time for protection and maintenance of the said building and the unit/s therein and for the observance & performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies.
- (h) The Purchaser/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 property buildings or any part thereof to view and examine the state and conditions thereof. The flat holders will allow the builder, his representatives assignees, contractors, engineers, supervisors, to enter into flat for any repairing of work like leakage in lower flat etc. He will not obstruct any working procedure required to rectify the problems in the lower flat/or above flat/ same floor flats.
- (i) The Purchaser shall keep the front side and all sides elevation of the said building or buildings or others in which the said premises are situated in the same position only as & how the promoters construct and shall not at any time alter the position of the said elevation in any manner whatsoever without obtaining the consent of the Promoter in writing. If the Purchaser or any other Purchasers of the other premises desire/s to put any grills on any windows security gates, collapsible gates or other places and/or desire to put air conditioners, the same shall be according to the design supplied by the Promoter and in such places or in such

manner as may be directed by the Promoter. Main door design shall be maintained at all times as per Promoter's design. No plumbing changes / alteration /addition of lines /points / inlet /outlet etc. shall be executed without promoters written consent.

- (j) The purchaser shall not in any event dry/hang clothes etc. outside the parapet walls of the building as it severely damages the external paint of the building and causes inconveniences to lower apartment. Also purchasers shall not hang/fit any wires, cables, antenna, pipes etc. on outer elevation of the building.
- (k) Purchaser shall not construct any terrace garden, lawns, flower bed etc. which may lead to any leakage problems for lower flat holders or damages to walls. Flower Pots will not be allowed on external projection of windows or on Terrace, Parapets etc.

[VII] **PROMOTERS RIGHTS**

- 31a] In case of cracks on internal/external walls, Promoter shall not take any responsibility for the same. In case of leakage the Promoter shall not be asked for repainting or compensation for other damages like physical, material, time, inconvenience etc.
- (b) Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter or any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the right of the Promoters.
- (c) The Promoter herein is constructing building/s on the land in phases. The Purchaser/s undertakes that he/she/they shall not raise any objection on whatsoever ground including nuisance and annoyance or shall not obstruct the construction in any manner. Promoter shall not be legally responsible in case of any accident at site resulting to human and material damage during work progress, before or after possession and Purchaser agrees to the same.

- (d) It is agreed by Purchaser that builder has used the materials as per the availability in the market. Purchaser further agrees that builder shall have right to change quality of materials, size, color, brand, amenities etc. at sole discretion of builder and purchaser shall not take any objection for the same.
- (e) In case of marble, granite or any type of stone, or ceramic tiles, porcelano, granamite, other tiles, etc. builder shall not be held responsible for any shade variation, color variation, cracks, size variation etc and purchaser shall not take any objection for the same.
- (f) The promoter shall execute works such as electrical/substation /elevators /generator/ fire fighting system/plumbing and drainage system and other works as per required specifications of local /government authorities. In case of any mishap / accident of any nature due to improper maintenance or on any grounds whatsoever, the owner / promoter shall not be held responsible on any account for the same.
- (g) It is specifically understood that the brochure's, advertisements published by the Developer from time to time in respect of the scheme is just an advertisement material and contains various features such as furniture layout in the tenement, vegetation and plantations shown around the building/schemes, vehicles, etc. to increase the aesthetic value only and are not facts. These features/amenities are not agreed to be developed /provided. Also Promoter has sole discretion to alter amenities provided in the brochure /sample flat. Also any oral dialogue with any builder's representative as to any fact shall not be considered as legal offering / commitment. This agreement supersedes all other offers and this point is clearly and expressly understood and agreed by the Purchasers.
- 32] The Purchaser/s shall present at his own cost this agreement as well as the conveyance at the proper registration office for registration within the limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

- 33] The purchaser agrees with all conditions if any which may have been imposed by the concerned authority at the time of sanctioning the said plans or at the time of completion certificate or at the time of granting various permissions with reservation on undertaking given on behalf of the purchasers by promoter such as MSEB meters, water connection, Drainage connection, lift and Fire NOC, Garden NOC etc.
- Regarding any type of Supply/ Services/ NOC/ Statutory Clearance provided by the appropriate authority, promoters/ owners shall not be held responsible for any delay, inadequacy, inefficiency etc. and purchaser herein agrees to same.
- The Promoter/ builder shall apply for water connection to as per the norms, and it shall not be the responsibility of the builder / promoter, in case of delay on part of authorities to issue water connection or water supply or inadequate water supply. In such a case water shall be purchased by tankers from the maintenance funds deposit.
- The Promoter shall apply for the electric meter to the MSEDCL as per MSEDCL norms and fixing up of the meter will be done by MSEDCL as per their availability of meters for which the Promoter shall not be responsible. In case of delay on the part of MSEDCL to issue meters or electric supply or inadequate supply promoter shall under all circumstances not be responsible for the same.
- If any amenity is to be added or is made compulsory by local authority or government which is not committed by builder in this agreement then the purchaser agrees to pay extra charges for the same or builder may utilise the amount from the maintenance deposit amount.
- 38] Promoters/owners shall have rights to assign their rights in the property to anybody at any time provided it shall not affect on the rights of the purchaser for the unit agreed to purchase and purchaser/s herein agrees that he/she/they will not object to the same.
- 39] Purchaser herein agree to bear & pay vat tax, service tax, GST, any other taxes which may be levied or applicable immediately as & when promoter builder will

demand the same. It will be sole responsibility, liability of the purchaser to bear and pay the same. If purchaser made default in payment or delay in payment then in such event purchaser shall be liable to pay interest and penalty on it.

- 40] This Agreement shall always be subject to the provisions of the Maharashtra Ownership flat Act (Act No. XV of 71) and the rules made there under. And also subject to provision of RERA Act and the rules made there under.
- 41] It is hereby recorded that the consideration factor arrived at between the parties hereto under these presents is suitably priced keeping into consideration the rights and obligations reserved and vested unto each and therefore the Purchaser shall have no right or remedy to defer or deny any obligation imposed on him since he has availed of the benefit factor of such obligation by reduction in the consideration herein.
- 42] If promoter builder allows to erect the tower on the top of the building or in the open space on the ground floor then income derived from the same will always goes to the promoter, builder or to their nominee.
- 43] All Notices, letters and communications to be served on the Purchaser/s as contemplated by the Agreement shall be deemed to have been served or sent to the Purchaser/s by prepaid post under Certificate of Posting at his/ her / their address mentioned in the caption of the agreement.
- 44] If in future promoter/ builder or claiming through promoter/ builder construct building/s on the adjoining land/s, then they shall have right to use the approach road which is kept by the promoter/ builder in this land. No Purchasers, society/ condominium shall raise any objection on any ground for the same & shall not obstruct to use the same.
- 45] The purchaser hereby agrees that the promoter is constructing the building in different angles & therefore each building & unit holders of the building shall have always right to use the common passage, road which will be kept open for common use for all.

- There is internal road provided to the scheme from the side margin of the scheme and same is also provided to the landholder for their remaining portion of the land as an access for 24 hours and therefore the road shall be common and same shall be maintained by all the holders in proportion to the area hold by them. No body shall take objection for it. Landlord is having their remaining portion of land behind the project. Same shall be property of the landlord and landlord shall have right to install gate at the entry point of their remaining portion of land. Purchaser shall have no right to ask for any type of complaint about the same.
- 47] That the Purchaser shall use the Units or any part thereof or permit the same to be used for commercial/ residential purpose as per plan sanction, provided that, any owners/s or occupier/s of the units in the building/s shall not use their respective units for massage centre, gambling house, lottery centre, liquor shop, meat/mutton/chicken shop, flour mill, gas agency or any illegal or immoral purpose. He shall use the garage or parking spaces only for the purpose of keeping or parking the Purchaser's own vehicle.
- 48] This agreement will prevail over all earlier writings, commitments.
- 49] Promoter may form separate society/apartment condominium for each building. Purchaser/s shall not take any objection for it.
- 50] The purchaser is aware that Heat pump system / Solar water system is provided in common to all flat purchasers. In case if insufficient hot water is received by any flat holder then he shall not complaint about the same.
- If purchaser transfers loan from one bank to another then if purchaser needs new NOC for mortgage, purchaser shall have to pay charges to builder.

SCHEDULE "A"

i) Portion of land admeasuring about 00 H. 23.1313 R, out of total land admeasuring about 00 H. 59 R bearing S.NO. 272 H. No. 3 situated at Wakad, Tal. Mulshi Dist. Pune within the local limits of Pimpri Chinchwad Municipal Corporation

RIOLAND
Tal. Mulshi Dist. Pune and within the jurisdiction of Sub-registrar Mulshi and same is bounded as under;
ON OR TOWARDS EAST : S. No. 272 H. No. 2 ON OR TOWARDS WEST : S. No. 272 H. No. 4 ON OR TOWARDS SOUTH : Remaining land of same S. No. 272 H. No. 3 ON OR TOWARDS NORTH : Road
ii) Portion of land admeasuring about 00 H. 11 R, out of total land admeasuring about 00 H. 34 R bearing S.NO. 272 H. No. 4 situated at Wakad, Tal. Mulshi Dist. Pune within the local limits of Pimpri Chinchwad Municipal Corporation Tal. Mulshi Dist. Pune and within the jurisdiction of Sub-registrar Mulshi and same is bounded as under;
ON OR TOWARDS EAST : S. No. 272 H. No. 3 ON OR TOWARDS WEST : S. No. 275 ON OR TOWARDS SOUTH : Remaining land of same S. No. 272 H. No. 4 ON OR TOWARDS NORTH : Remaining land of same S. No. 272 H. No. 4
Hereinabove/after referred to as 'said properties' for the sake of brevity.
SCHEDULE "B"
Flat noadmeasuring about sq. mtrs. carpet area with enclsoed balcony carpet area admeasuring about sq. mtrs. with dry balcony carpet area admeasuring about sq. mtrs. on

_____ floor in the building/wing no.____ along with the exclusive right to use attached terrace admeasuring about _____ sq. mtrs. carpet & covered / open parking no. ____ on the _____ floor admeasuring about ______ sq. mtrs. being constructed on the land mentioned in the schedule "A" above in the project by name **RIOLAND.**

SIGN

PUCHASER

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IN WITNESS WHEREOF the parties hereto have hereunder set their hands on the day and date first herein above mentioned.

SIGNED, SEALED AND DELIVERED by the PROMOTERS above named and as a CONSTITUTED ATTORNEY FOR OWNERS

1] SHRI. VISHAL MANOHAR KALATE

2] SHRI. NILESH VILAS KALATE

SIGNED, SEALED AND RECEIVED by the above named PURCHASER/S In the presence of :

1.

1.Sign:_____

Name: _____

Address : _____

2.

2.Sign: _____

Name: _____

Address:_____

SPECIFICATIONS FOR FLATS

- * Modular kitchen platform with stainless steel sink
- * Glazed ceramic DADO tiles of full Height for Toilets & 3 ft. Height in Kitchen
- * Concealed copper wiring
- * Adequate electrical points along with premium quality modular switches
- * 600 mm x 600 mm vitrified flooring with skirting in the entire flat excluding terrace & toilets
- * Internal wall POP /gypsum finish with oil bound distemper
- * Flush doors with decorative main door
- * UPVC sliding windows with M. S. Safety grills for rooms
- * Aluminum openable windows for toilets & bathrooms

AMENITIES

- * Elevator of reputed make
- * Common Solar water system
- * RCC frame structure with Earthquake resistant structure
- * Genset back-up for common areas lighting and lift
- * CCTV Cameras in parking

(All the plans, drawings, amenities, facilities, colour scheme, elevation shown in the brochure or elsewhere are indicative and artist's perception and are subject to the approval of the respective authorities and may be changed at the discretion of the developers as and when required.)

घोषणापत्र

मी <u>१)</u> श्री. विशाल मनोहर कलाटे व २) श्री. निलेश विलास कलाटे याद्वारे घोषित करतो की, दुय्यम निबंधक <u>हवेली</u> यांचे कार्यालयात करारनामा / साठेखत या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री. मनोहर वामन कलाटे व इतर यांनी मिळून <u>दि. १५/०४/२०१९</u> व श्रीमती. बिबाबाई गणपत शेडगे व इतर यांनी मिळून <u>दि. २६/०३/२०१२</u> रोजी आम्हाला दिलेल्या कुलमुखत्यारपत्राच्या आधारे आम्ही सदर दस्त नोंदणीस सादर केला आहे / निष्पादीत करुन कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबादल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास आम्ही पूर्णतः सक्षम आहे.

सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस आम्ही पात्र राहू याची आम्हाला जाणीव आहे.

दिनांक :- / /२०१

१) श्री. विशाल मनोहर कलाटे

२) श्री. निलेश विलास कलाटे कुलमुखत्यारपत्रधारकाचे नाव व सही