



AGREEMENT FOR SALE

Promoter	:	M/S. YASHODA DEVELOPERS
Project Name	:	"TRIDENT 9 "
Wing/Building	:	
Floor No.	:	...
Flat No.	:	"....."
Village	:	Sus
Gat/Survey No.	:	28 Hissa No.1
Sale Price	:	Rs./-

THIS AGREEMENT FOR SALE OF IMMOVABLE PROPERTY MADE AND EXECUTED AT PUNE ON THISth DAY OF FEBRUARY IN THE YEAR 2020.

BETWEEN

M/S. YASHODA DEVELOPERS

A Partnership firm registered
under the Indian Partnership Act, 1932
Having office at - The Pearl, B 103,
Near Bharati Vidyapeeth, Balewadi Pune 411045

PAN NO : AABFY0290M

Through its Partners

1) MR. ANIKET RAMDAS DHORE

Age : 35 Years, Occupation : Business AND/OR
Pan No. AHKPD2543A
Adhar No. 6613 1163 8782

2) MR. AVINASH RAMDAS DHORE

Age : 38 Years, Occupation : Business AND/OR
Pan No. AMNPD9011B
Adhar No. 2926 1893 0488

3) MR. SOMNATH RAMDAS DHORE

Age : 39 Years, Occupation : Business
Pan No. AMNPD8874C
Adhar No. 5151 8273 1411

Hereinafter referred to as the "**The Promoters/Developers/Owner**" (Which expression unless repugnant to the context or meaning thereof shall mean and include its partners for the time being there, executors, administrators and assigns)

PARTY OF FIRST PART....

AND

Mr.

Age - ... Years, Occupation- Service

R/at :, Pune.

(Pan No.)

Adhar No.....

Hereinafter referred to as “**The Purchasers**” (which expression unless repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors, administrators and assigns)

PARTY OF SECOND PART.....

AND

1) MR. NAMDEV SHRIPATI GOLANDE

Age - 65 Years, Occupation – Agriculturist,

2) MRS. MEENAKSHI NAMDEV GOLANDE

Age - 53 Years, Occupation – Housewife,

No. 1 and 2 R/at – Mhalunge, Taluka Mulshi Dist. Pune

3) MRS. VIDYA AJIT GAVARE

Age - 37 Years, Occupation – Housewife,

R/at – At Moi Post Kuruli, Taluka Khed Dist Pune

4) MRS. NAYAN RAM NADHE

Age - 35 Years, Occupation – Housewife,

R/at – At Post Kalewadi, Taluka Haveli Dist Pune

5) MRS. NILAM YUVRAJ SASTE

Age - 33 Years, Occupation – Housewife,

R/at – At Post Moshi, Taluka Haveli Dist Pune

6) MRS. KIRAN ALIAS SULAN VIJAY KOLEKAR

Age - 24 Years, Occupation – Housewife,

R/at – At Post Mhalunge, Taluka Mulshi, Dist Pune

7) VEDIKA NAMDEV GOLANDE

Age - 20 Years, Occupation – Housewife,

8) MR. PRASAD NAMDEV GOLANDE

Age - 18 Years, Occupation – Education,

9) MRS. BAYADABAI SAMBHAJI BOTRE

Age - 48 Years, Occupation – Housewife,

No. 7 and 9 R/at – Mhalunge, Taluka Mulshi Dist. Pune

Above all through their Power of Attorney Holder

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under the Indian Partnership Act, 1932

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3) MR. SOMNATH RAMDAS DHORE

Age : 39 Years, Occupation : Business

Pan No. AMNPD8874C

Adhar No. 5151 8273 1411

Hereinafter called and referred to as The Owners/ Consenting Party
(Which expression unless repugnant to the context or meaning thereof shall
mean and include his/ her heirs, executors, administrators and assigns)

PARTY OF THIRD

PART

AND WHEREAS that the land bearing Survey No. 28 Hissa No.1 admeasuring about 01 H 28 R at village Sus, Tal. Mulshi, Dist. Pune originally belonged to Mr. Sharvana Tukaram Nikalaje prior to the year 1942.

AND WHEREAS that thereafter the said Mr. Sharvana Tukaram Nikalaje sold the land admeasuring about 01 H 28 R to Mr. Shripati Bhau Golande vide Sale Deed dated 13.01.1942. In furtherance of the same his name was mutated on 7/12 extract vide Mutation Entry No. 709.

AND WHEREAS that thereafter the said Mr. Shripati Bhau Golande died on 20.06.1995 That according to the WILL dated 21.09.1990 which is duly registered in the office of Sub Registrar Haveli No. 2, at Serial No. 14123/1990 of Late Mr. Mr. Shripati Bhau Golande the said land was bequeathed in favour of Mr. Namdev Shripati Golande. In furtherance of the same their names were mutated on the 7/12 extract vide Mutation Entry No. 4968.

AND WHEREAS that thereafter the said Mr. Namdev Shripati Golande, Mrs. Minakashi Namdev Golande, Mrs. Vidya Ajit Gavare, Mrs. Nayan Ram Nadhe, Mrs. Nilam Yuvraj Saste, Mrs. Kiran Vijay Kolekar, Mrs. Vedika Namdev Golande and Mr. Prasad Namdev Golande with the consent of Mrs. Baidabai Sambhaji Botre assigned development rights of land admeasuring about 32 R out of Survey No. 28 Hissa No.1 at village Sus Taluka Mulshi District Pune, within the limits of Sub Registrar Haveli and within Pune Metropolitan Regional Development Authority Pune in favour of M/s. Yashoda Developers, vide Development Agreement dated 08.07.2011, which is duly registered in the office of Sub Registrar Haveli No. 15, Serial No. 5981/2011 and Power of Attorney dated 08.07.2011, which is duly registered in the office of Sub Registrar Haveli No. 15, Serial No. 5982/2011.

AND WHEREAS that in consideration of aforesaid Development Agreement the said M/s. Yashoda Developers agreed to allot 17000 sq.ft to aforesaid land owner within 24 months from the date of NA Order.

AND WHEREAS that the said M/s. Yashoda Developers through its Partner Mr. Amol Ratan Balwadkar and Mr. Ratan Bajirao Balwadkar (retaireing partner of M/s. Yashoda Developers) inter alia authorized M/s. Yashoda Developers through Mr. Aniket Ramdas Dhore, Mr. Avinash Ramdas Dhore and Mr. Somnath Ramdas Dhore vide Power of Attorney dated 28.01.2020, which is duly registered in the office of Sub Registrar Haveli No. 15, Serial No. 1710/2020.

AND WHEREAS that in the aforesaid manner M/s. Yashoda Developers acquired development rights of the said land.

AND WHEREAS the Promoters/ Developers herein through their Partners prepared, submitted and obtained the necessary sanction for the Building Plan vide Commencement Certificate bearing No. BMU/Mou. Sus/S. No. 28/1/Pra. Kra. 147/19-20 on dated 24/12/2019 and subsequently revised its No. BMU/Mou. Sus/S. No. 28/1/Pra. Kra. 1170/19-20 on dated 27/01/2020 from Pune Metropolitan Regional Development Authority i.e. PMRDA.

AND WHEREAS the Collector Pune has issued NA permission in respect the Said property vide, it's order N.A. No. MULSHI/NA/SR/32/2019 dated 01.11.2019.

AND WHEREAS the said Promoters commenced the constructions work of the Building "TRIDENT 9" Wing A & B in accordance with the aforesaid sanctioned Building Plan.

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

AND WHEREAS the Vendor/Lessor/Original Owner/Promoter is in possession of the project land

AND WHEREAS the Promoter has proposed to construct on the project land Two Wing having Ground and upper 10 floors)

WHEREAS the Promoter has proposed to construct on the project land a scheme comprising of ownership Apartment, in the name of "TRIDENT 9 " [Herein after referred to as the "said project"] consisting of building/floors/units as tabled herein below;

Total Potential of Project

Sr. No	Type/Building	Occupation type	Proposed number of floor	Total Proposed number of unit
1	A	Residential Units	G+10	40 + 1 Refugee
2	B	Residential Cum Commercial Units	G +10	40 + 1 Refugee

Till date Sanctioned details

Sr. No	Wing /Building	Occupation type	Proposed number of floor	Total Proposed number of unit
1	A	Residential Units	G+4	16
2	B	Residential Units	G +4	16

AND WHEREAS the Allottee is offered an Apartment / Flat bearing number on the **Floor**, (herein after referred to as the said "Apartment") in the Building/ Wing "....." called "**TRIDENT 9**" (herein after referred to as the said "Building") being constructed in the said project, by the Promoter.

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

AND WHEREAS the Promoter has registered the "A & B " **Wing** of the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai No. dt; authenticated copy is attached in Annexure 'F';

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

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

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **Mr. Milind Saraf** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter Mr. Sunil Aware, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,

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

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

WHEREAS the Allottee has read and understood all the terms and conditions of the deeds and documents concerning the title of the said land so also the Allottee has read and understood all the contents of the indemnity bonds/Undertakings, etc. given by the Promoter to the Hon'ble Collector, The PMRDA or any other authority and terms and conditions mentioned in Commencement certificate, NA Order and also the allottee has read and understood the terms and conditions thereof.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans

AND WHEREAS Allottee has applied to the Promoter for allotment of an Apartment / **Flat No..... .. on Floor** situated in the building / **A & B Wing** in project Viz. **"TRIDENT 9"** being constructed in the said Project,

AND WHEREAS the carpet area of the said Apartment is square meters and "carpet area" means the net usable floor area of an apartment, **excluding** the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs./- in the following manner :-**

Sr. No.	Amount	NEFT/ Cheque No.	Date	Bank Name
1				

being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Flat /Apartment/ and covered parking(if applicable)

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

1. The Promoter shall construct the said building/s consisting of **Parking and Ten upper floors** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Apartment Purchaser/Allottee in respect of variations or modifications which may adversely affect the Apartment of the Apartment Purchaser/Allottee except any alteration or addition required by any Government authorities or due change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Flat No.** of the type **2BHK** of carpet area admeasuring Sq. metres on **Floor** in the building / "**A & B**" Wing in project "**TRIDENT 9**" (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure C-1 and C-2 for the consideration of **Rs./-** including other charges like share money, application entrance fee of the Society or Limited Company/Federation/Apex body, Water, Electric, and other utility and being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately). The Allottee is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately three percent. The Allottee consents for the same and is aware that the consideration being lump sum will not change)

(ii) The promoter herein declared and allottee herein agreed that the exclusive use of Car Parking will be allotted by propose society as per rules and regulation of Maha Rera. Further the Promoter and Allotte have that there shall be no any consideration payable by the Allottee to the promoter on account of open parking so also proportionate common areas and facilities so also limited common area appurtenant to the premises and allotment is made Ex-Garcia for beneficial enjoyment of the same. The Promoter and the Allottee have agreed that there shall be no any consideration payable by the Allottee to the Promoter on account of parking allotment so also proportionate common areas and facilities so also limited common area appurtenant to the premises. The sale of the said Apartment is on the basis of carpet area only.

1(b) The total aggregate consideration amount for the apartment is **Rs./-** including MSEDCL, Society formation, infrastructure charges etc. however excluding stamp duty Registration charges, GST, etc

1(c) The Allottee has paid on or before execution of this agreement a sum **Rs./-** (Rupees only) as detailed stated above through cheque / online transfer) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs./-** (Rupees Only) in the following manner:

PAYMENT PLAN: The Promoter and the Allottee has mutually agreed to the present payment plan based upon the milestone table herein below. The Allottee has agreed to pay the consideration of **Rs./-** (Rupees Only), in following manner;

Sr.	Amount	Particulars
I		10% at the time of Booking (<i>inclusive of part/advance payment as mentioned herein above</i>)
II		20% At the time /after execution of Agreement to Sale
III		15% To be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
IV		5% to be paid to the Promoter on completion of the Second slab of the building or wing in which the said Apartment is located.
V		10% to be paid to the Promoter on completion of the Fourth slab of the building or wing in which the said Apartment is located.
VI		10% to be paid to the Promoter on completion of the Sixth slab of the building or wing in which the said Apartment is located.
VII		10% to be paid to the Promoter on completion of the Eight slab of the building or wing in which the said Apartment is located.
VIII		5% at the time of completion of the walls, Brick works of the said Apartment
IX		5% at the time of completion of the external Plaster and flooring of the said Apartment.
X		05 % at the time of completion of Electrical Fittings, Flooring & Sanitary of the building or wing in which the said Apartment is located
XI		5% at the time of handing over of the possession of the Apartment.
	Rs./-	TOTAL CONSIDERATION (100%)

It is made clear and agreed by and between the parties hereto that the promoter shall not be bound to follow, chronological order of any of the stages of the above said construction stages/installments and that the Promoter shall be at complete liberty to choose the chronology of the respective stages of the construction. The Allottee agrees that the Promoter may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said Apartment is also arrived on the assurance of the Allottee to abide by the above payment schedule only and it will not be altered by the Allottee under any circumstances.

The Allottee shall make all the payments to the Promoter by Demand Draft / Pay orders / Local Cheques payable at Pune only. If the Allottee makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoter and to the extent the said amount is credited by deducting the commission of the Bank/out station clearing charges. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Allottee or Housing Finance Companies/Banks, etc.

All payment under this agreement shall be made as per the demand note raised by the Promoter from time to time payable strictly in the following accounts:

Bank	Branch	Account No.
HDFC Bank Ltd.	Pancard Club Road, Baner, Pune	50200048057755

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

If at any time, after execution of this agreement the Central Government/ State Government/ Local authority/ Revenue Authority/ any other authority/ any court/ Judicial authority/ quasi-judicial authority by way of any Statute/ rule/ regulation/ notification/ order/ judgment /executive power etc. levies any tax /duty / charges / premium/ levies / cess / surcharge/ demands/ welfare fund or any fund /betterment tax/ sales tax / transfer tax / turnover tax / works contract tax / service tax, VAT, penalties etcetera and put in force or shall be in force prospectively or retrospectively, in respect of the said apartment or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter then reimbursed) by the Allottee. The Allottee hereby indemnifies the Promoter from all such levies, cost and consequences.

1(e)The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Apartment Purchaser/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 Apartment Purchaser/Allottee, which shall only be applicable on subsequent payments.

1(f)The Promoter shall confirm the final carpet area that has been allotted to the Apartment Purchaser/Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority,by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Apartment Purchaser/Allottee within forty-five days. If there is any increase in the carpet area allotted to Apartment Purchaser/Allottee, the Promoter shall demand additional amount from the Apartment Purchaser/Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of the Agreement.

1(g) That Apartment Purchaser/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 Apartment Purchaser/Allottee undertakes not to object/demand/ direct the Promoter to adjust his payments in any manner.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Apartment

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

2.2 Time is of essence for the Promoter as well as the Apartment Purchaser/Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Apartment Purchaser/Allottee and the common areas to the association of the Apartment Purchaser/Allottees or society as the case may be after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Apartment Purchaser/Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above ("Payment Plan")

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 2026.83 Square Meters only and Promoter has planned to utilize Floor Space Index of 3055.88 Square Meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the total Floor Space Index of 5082.71 Square Meters as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. The Allottee/Purchaser herein is well understood the facts that to use balance FSI of the said land, Fungible FSI, Permissible TDR including slum TDR and other buildable potential under whatsoever head which will be received to the Promoter from the Development Controlling Authority receivable against handing over the amenity spaces and area affected by road out of the said Land, considering the aforesaid facts the promoter herein has reserved right to consume the same by obtaining sanction for the building plan with vertical changes of the buildings/wings, construction of which yet to be commenced as per said master layout plan for the said land. For the aforesaid purpose the Allottee/Purchaser herein by executing this present with due diligence has/have given consent and further assured to the Promoter separate consent will not be required. Provided that, the Promoter shall have to obtain prior consent in writing from the Allottee/Purchaser herein in respect of such variations or modifications which adversely affect the Said Apartment/flat which the Allottee herein has agreed to purchase on ownership basis in pursuance of this instrument

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Apartment Purchaser/Allottee, the Promoter agrees to pay to the Apartment Purchaser/Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Apartment Purchaser/Allottee, for every month of delay, till the handing over of the possession. The Apartment Purchaser/ 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 Apartment Purchaser/Allottee to the Promoter under the terms of this Agreement from the date said amount is payable by the Apartment Purchaser/Allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Apartment Purchaser/Allottee committing default in payment on due date of any amount due and payable by the Apartment Purchaser/Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other

outgoings) and on the Apartment Purchaser/Allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Apartment Purchaser/Allottee, by Registered Post AD at the address provided by the Apartment Purchaser/Allottee and mail at the e-mail address provided by the Apartment Purchaser/Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Apartment Purchaser/Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Apartment Purchaser/Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Apartment Purchaser/Allottee to the Promoter.

5.The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6.The Promoter shall give possession of the Apartment to the Apartment Purchaser/Allottee on or before **31st December 2022** If the Promoter fails or neglects to give possession of the Apartment to the Apartment Purchaser/Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Apartment Purchaser/Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- a. war, civil commotion or act of God;
- b. Any notice, order, rule, notification of the Government and/or other public or competent authority/court or any Decree / Order of any Court/tribunal/authority.
- c. Non-availability of steel, cement, other building material, water, electric supply or drainage line etc.
- d. Any stay or injunction order from any Court/forum/statutory body.
- e. Pendency of any litigation of any nature effecting the construction or refurbishing.
- f. Delay or default in payment of any instalment or dues by the Apartment Allottee. (This is without prejudice to the right of the Promoter under Clause 1C above).
- g. Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
- h. Any other circumstances beyond the control of the Promoter or force majeure.
- i. Changes in any rules, regulations, bye laws of various statutory bodies and authorities from time to time affecting the development and the project.

- j. Delay in grant of any NOC/ permission/ license/ connection instalment of any services such as elevators, electricity and water connections and meters to the scheme/ Apartment/ road etc. or completion certificate from any appropriate authority.

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

7.2 The Apartment Purchaser/Allottee shall take possession of the Apartment within 15 days of the promoters giving written notice to the Apartment Purchaser/Allottee intimating that the said Apartment are ready for use and occupation:

7.3 Failure of Apartment Purchaser/Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause hereinabove the Apartment Purchaser/Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Apartment Purchaser/Allottee. In case the Apartment Purchaser/Allottee fails to take possession within the time provided in clause hereinabove such Apartment Purchaser/Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years subjected to receipt of entire amount and all dues from all allottees including maintenance charge, outgoing, stamp duty, registration fee, service tax, any other government dues) from the date of handing over the Apartment to the Apartment Purchaser/Allottee, the Apartment Purchaser/Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Apartment Purchaser/Allottee shall be entitled to receive from the promoter, compensation for such defect in the manner as provided under the Act. In case the law applicable to these present with respect to the formation of Association of Apartment owners is changed with retrospective and which shall adversely affect the obligation of the Promoter under this agreement with respect to formation of association of Apartment allottees then in that case the changes so made in the Law having retrospective effect shall not apply to this agreement and the obligation on part of the Promoter in respect to the formation of Association shall be followed as laid down under this agreement.

7.5 Provided further that upon termination of this Agreement as aforesaid, It is agreed between the parties that upon termination of this Agreement, the Promoter shall within 30 days of such termination make a demand Draft/Cheque of the balance amount, if any, out of the installments of the consideration which the Allottee might have till then paid to the Promoter, without any interest and only after deducting agreed liquidated damages. After making the Demand

Draft/Cheque of the balance amount the Promoter shall inform the Allottee about the same calling upon him to collect the Demand Draft/Cheque from the Promoter. It is further agreed that the balance amount, if any, shall be paid by the promoter to the allottee after resale of the said Apartment in the manner of receipt of consideration from new allottee. The Allottee shall have no claim except for repayment of the amount payable as mentioned above. The Allottee hereby agrees that in that event all of his/her/their rights in the said Apartment shall stand extinguished and no separate cancellation deed, its execution and registration will be required. The information letter sent by the promoter calling upon the allottee to collect the Balance amount will in itself be considered as the cancellation of this agreement in toto. The promoter shall be entitled to resale the said Apartment and/or dispose of or otherwise alienate the same in any other manner as the Promoter in its sole discretion thinks fit. The allottee agrees to the same.

7.6 The Allottee is also made aware that depending upon various promises and assurances given by the allottee, the promoter has incurred and shall incur the expenditure and will make commitments to the third parties. In event of cancellation of the agreements by the allottee for any reason whatsoever, the promoter in addition and without prejudice to other remedies and rights and towards reimbursements and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this agreement being cancelled by the allottee for any reason whatsoever, the promoter shall be entitled to retain, withhold and forfeit agreed liquidated damages of Rs. 1,00,000/-, from and out of the amount until then paid by the allottee to the promoter and then the promoter shall be liable to repay only the balance amount (if any) from the amount received by the promoter on resale of the said Apartment. In this case reduction in price of the Apartment will be considered as damages/loss of the promoter in addition to the loss and expenses

7.7. Provided however, that the Allottee/s shall 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 limit to columns, beams etc or in the fitting therein, in particular it is hereby agreed that the Allottee/s shall not make any alteration 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. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the 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

7.8 That it shall be the responsibility of the Allottee to maintain his apartment 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

7.9. Further where the manufacturer warranty as shown by the developer to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said apartment/unit/building/phase/wing and if the annual maintenance contracts are not done/renewed by the Allottee/s the Promoter shall not be responsible for any defects occurring due to the same. Further provided that defect liability of the promoter for the standard fittings, machinery including generator set for backup, STP, electric pumps, lift, and security equipments if any etc will be as per the warrantee provided by the respective manufacturer/supplier

7.10 That the project as a whole has been conceived designed and constructed based on the commitments and warranties given by dealers/manufacturers that all

equipments, fixtures and fitting 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 projects amenities wherever applicable

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

7.12. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the apartment/unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement

8. The Apartment Purchaser/Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop/godown for carrying on any industry or business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Apartment Purchaser/Allottee along with other Apartment Purchaser/Allottee(s) of Apartment in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Apartment Purchaser/Allottee, so as to enable the Promoter to register the common organization of Apartment Purchaser/Allottee. No objection shall be taken by the Apartment Purchaser/Allottee if any; changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Original Owner/ Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Apartment Purchaser/Allottee that the Apartment is ready for use and occupation, the Apartment Purchaser/Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned

local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Apartment Purchaser/ Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Apartment Purchaser/ Allottee further agrees that till the Apartment Purchaser/ Allottee's share is so determined the Apartment Purchaser/ Allottee shall pay to the Promoter provisional monthly contribution of **Rs. 4/- Sq. Ft.** per month towards the outgoings. The amounts so paid by the Apartment Purchaser/ Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in the Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

9.4. The Allottee has agreed that the monthly maintenance will start from the date of first intimation letter given to any of the Allottee in the said Scheme that the said apartment is ready for Possession.

9.5 The maintenance shall include the outgoings in respect of the said land and building/buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, Water charges, Insurance, Common Lights, repairs, and salaries of clerks, bill collectors, Chowkidars, sweepers and all other expenses necessary and incidental to the Management and maintenance of the said land and building/s.

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

- (i) **Rs. NIL** /-for share money, application entrance fee of the Society or Limited Company/Federation/Apex body
- (ii) **Rs. NIL** /-for formation and registration of the Society or Limited Company/Federation/Apex body
- (iii) **Rs.**/-for deposit towards provisional 12 monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.
- (iv) **Rs. NIL** /-for Deposit towards Water, Electric, and other utility and services connection charges &
- (v) **Rs. NIL** /-for deposits of electrical receiving and Sub Station provided in Layout

11. The Apartment Purchaser/Allottee shall pay to the Promoter a sum of **Rs. 10,000/-** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Apartment Purchaser/Allottee shall pay to the Promoter, the Apartment Purchaser/ Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or

lease or any document or instrument of transfer in respect of the structure of the said Building/wing of the building. At the time of registration of conveyance or Lease of the project Land, the Apartment Purchaser/Allottee shall pay to the Promoter, the Apartment Purchaser/Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Apartment Purchaser /Allottee as follows :-

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Apartment Purchaser/Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Apartment Purchaser/Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Apartment Purchaser/Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Apartment Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Purchaser/Allottees;

- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Apartment Purchaser/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 Apartment Purchaser/Allottee's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Apartment Purchaser/Allottee in this behalf, the Apartment Purchaser/Allottee shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Apartment Purchaser/Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Apartment Purchaser/Allottee committing any act in contravention of the above provisions, the Apartment Purchaser/Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
 - iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in

the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/ or Government and/or other public authority, on account of change of user of the Apartment by the Apartment Purchaser/Allottee for any purposes other than for purpose for which it is sold.
- ix. The Apartment Purchaser/Allottee shall not let, sub-let, transfer assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Apartment Purchaser/Allottee to the Promoter under this Agreement are fully paid up.
- x. The Apartment Purchaser/Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for time being of the concerned local authority and of Government and other public bodies. The Apartment Purchaser/Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Apartment Purchaser/Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a Conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Apartment Purchaser/Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Apartment Purchaser/Allottee as advance or deposit, sums

received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment and Building or any part thereof. The Apartment Purchaser/Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.

UNSOLD/UNCONSTRUCTED UNITS THE ABSOLUTE PROPERTY OF PROMOTER -

In the event the co-operative society owners being formed prior to the construction, sale and disposal of all the apartments/units/tenements in the said project, the rights, interests, entitlements etc of the said society/holders shall always subject to the overall rights and authorities of the promoter to deal and dispose off such unsold units/tenements/parking spaces/ as per his choice and on such terms and conditions and consideration as the promoter may deem fit and proper. It is further agreed and understood by the Allottee/s that the Promoter shall not be liable and/or required to contribute towards the common expenses, maintenance charges etc. in respect of the said unsold premises. And the society should charge any transfer fees.

17.PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

18.BINDING EFFECT

Forwarding this Agreement to the Apartment Purchaser/Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Apartment Purchaser/Allottee until, firstly, the Apartment Purchaser/ Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Apartment Purchaser/Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Apartment Purchaser/ Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Apartment Purchaser/Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Apartment Purchaser/Allottee for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Apartment Purchaser/Allottee, application of the Apartment Purchaser/ Allottee shall be treated as cancelled and all sums deposited by the Apartment Purchaser/Allottee in connection therewith including the booking amount shall be returned to the Apartment Purchaser/Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, 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, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO APARTMENT PURCHASER / ALLOTTEE / SUBSEQUENT APARTMENT PURCHASER / ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Apartment Purchaser/Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

It has been well and sufficiently informed to the Allottee that the Promoter and the Owner herein are in negotiations with the adjacent land owners for the acquisition thereof and the Promoter and the Owner herein plan to amalgamate the said land into the present layout and develop the same by the way of creation of additional structure on the amalgamated land. The amenities as proposed in the present layout shall be treated in common with the additional units/ floors / wings / buildings so developed on the amalgamated land and the Allottee has understood the same and have given its irrevocable consent for such future amalgamation and development of additional structure and use of the amenities as proposed by the future unit occupiers of the additional structure. The Allottee has also been informed that the number of floors in the existing building may vary by the way of addition of floors at the sole discretion of the Promoter herein. The Allottee herein has given its irrevocable consent for the same. There shall not be any requirements on part of the Promoter to seek any further consent from the Allottee with regards to the same and the consent given herein shall be treated as specific and informed consent.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Apartment Purchaser/ Allottee, in Ravetafter the Agreement is duly executed by the Apartment Purchaser/ Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar Haveli. Hence this Agreement shall be deemed to have been executed at Ravet.

26.The Apartment Purchaser/ Allottee and/or Promoter shall present this Agreement as well as the conveyance/ assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

27.That all notices to be served on the Apartment Purchaser/ Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Apartment Purchaser/ Allottee or the Promoter by Registered Post A.D. and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

1. Mrs.

2. Mr.

Both R/at :

Notified Email ID.....

M/S. YASHODA DEVELOPERS

Having office at – The Pearl, B 103,
Near Bharati Vidyapeeth, Balewadi Pune 411045
Notified Email ID:

It shall be the duty of the Apartment Purchaser/ Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Apartment Purchaser/ Allottee, as the case may be.

28. JOINT APARTMENT PURCHASER/ALLOTTEES

That in case there are Joint Apartment Purchaser/ Allottees all communications shall be sent by the Promoter to the Apartment Purchaser/ Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Apartment Purchaser/ Allottees.

29.Stamp Duty and Registration: The charges towards stamp duty and Registration of this Agreement shall be borne by the Apartment Purchaser/ Allottees.

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

31.The allottee herein has agreed to purchase the said Apartment as on investoras laid down in Article 5(2) of the Bombay Stamp Act 1958 & hence it is entitled to adjust the stamp duty to the agreement against the duty payable to the agreement by the Allottee herein to the subsequent Allottee as per provision of the said clause Article 5(2).

32.GOVERNING LAW

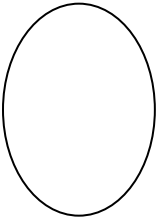
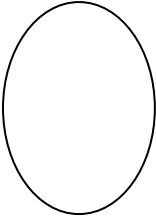
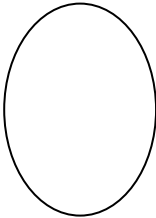
That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the **Pune courts** will have the jurisdiction for this Agreement.

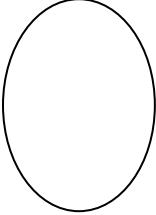
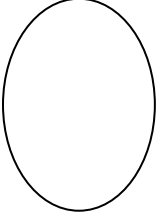
Schedule - I of the Land as Described Herein Above

All the piece and parcel of land bearing Survey No. 28 Hissa No.1 admeasuring about 1 H 26 R and Potkharaba 00 H 2 R total area 1 H 28 R out of area admeasuring 00 H 32 R which is situated at village Sus Taluka Mulshi District Pune within the limits of Sub Registrar Haveli and within Pune Metropolitan Regional Development Authority Pune which is bounded as under:

- On or towards East : By Remaining Property
- On or towards West : By Property of Nitin Babar
- On or towards North : By Road
- On or towards South : By Property of Kashinath Raghu Padale

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH AND THE YEARS HEREIN ABOVE WRITTEN.

PHOTO	<u>Left Hand Thumb Impression</u>	<u>SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PROMOTER M/S. YASHODA DEVELOPERS FOR HIMSELF SELF AND AS POA OF CONSENTING PARTIES</u>
		Sign 1) MR. ANIKET RAMDAS DHORE
		Sign 2) MR. AVINASH RAMDAS DHOREAND/OR
		Sign 3) MR. SOMNATH RAMDAS DHORE

<u>PHOTO</u>	<u>Left Hand</u> <u>Thumb</u> <u>Impression</u>  	<u>SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PURCHASER/S</u> Sign..... <u>1.</u> Sign..... <u>2.</u>
<u>WITNESS NO. 01:</u> Sign..... Mr. R/at:		<u>WITNESS NO. 02:</u> Sign..... Mr. R/at:

SCHEDULE 'A'

DESCRIPTION OF THE APARTMENT

Project Name.	TRIDENT 9
Wing	
Flat Number	
Floor	
Area (Carpet area)	Sq. Mtrs.

OTHERS

[Ex Gratia: Area allotted for exclusive use]

Exclusive Right to use Terrace	Sq. Mtrs.
Balcony area	Sq. Mtrs
Dry Balcony	
Total Usable area	 Sq. Ft. i.e. Sq. Mtrs.

Constructed on the lands mentioned herein above and bounded as under:

On or towards East :
On or towards West :
On or towards North :
On or towards South :

SCHEDULE 'B'
FLOOR PLAN OF THE APARTMENT

ANNEXURE - A

Title Report
The Schedule Above Referred to

THIS IS TO CERTIFY that all that piece and parcel of land admeasuring area admeasuring about 00 H 32 R out of Survey No. 28 Hissa No. 1 (on which land the Pune Metropolitan Regional Development Authority i.e. PMRDA has sanctioned building plan under Commencement Certificate bearing No. BMU/Mou. Sus/S. No. 28/1/Pra. Kra. 147/19-20 on dated 24/12/2019 and subsequently revised its No. BMU/Mou. Sus/S. No. 28/1/Pra. Kra. 1170/19-20 on dated 27/01/2020 by Pune Metropolitan Regional Development Authority i.e. PMRDA) lying and situated Village Sus, Tal. Mulshi, Dist. Pune and within the local limits of Pune Metropolitan Regional Development Authority i.e. PMRDA are absolutely seized and possessed of and otherwise well and sufficiently entitled to **Mr. Aniket Ramdas Dhore, Mr. Avinash Ramdas Dhore And Mr. Somnath Ramdas Dhore** Partner of M/s. Yashoda Developers a Partnership firm is having right and authority to develop the same and sell the tenements therein on ownership basis.

I have inspected the revenue record and other documents produced before me. From the documents, it appears that the above Promoters, Developers have developments rights and Owners have good and marketable title to the said piece of land.

Sd/-

Dinesh Ghadge

Advocate

Address :Devnanda, Plot No. 76, Sector No. 27A,
Akurdi, Pradhikaran, Pune 411 044.

-----X-----

ANNEXURE -B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

ANNEXURE -C-1

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

ANNEXURE - C-2

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

ANNEXURE -D

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

SPECIFICATIONS & AMENITIES OF THE FLAT

SPECIFICATIONS

Structure	RCC Frame Structure
Wall	Internal walls - AAC Block
	External Walls - AAC Block
Doors	Main Door – Both side Laminated
	Bedroom Door – Both side Laminated
	Toilet Door - Both side Laminated
	Hall & Bed Attached Terrace Door - Folding/French Door
	Dry Terrace Door – Both side Laminated
	Fire staircase – Fire door
Windows	Three Track windows with mosquito net
	Two Track Windows – for staircase
Terraces	M.S. Railings & Anti Skid Tiles
Flooring	Vitrified Flooring
	Antiskid tiles in Toilets & Bathrooms
Kitchen	Kitchen Otta - Black Granite platform with Stainless Steel Sink
Toilet and Bathroom	W C Area
	Ceramic tiles Dado up to lintel level
	C.P. fittings
	Sanitary ware
	Concealed Plumbing

ANNEXURE- E

A] COMMON AREAS & AMENITIES

Lifestyle Features

1. Kids Play Area
2. Solar Water Heater system for master bedroom
3. Senior Citizens Sit outs
4. Video Door Phone
5. Open Gym
6. Club House
7. Open Party lawn
8. Fire Fighting System
9. Rain Water Harvesting
10. Automized Elevators

B] RESTRICTEDCOMMON AREAS & AMENITIES:

1. Partition walls between the two units shall be limited common property of the said two units.
2. Terraces if any adjacent to the terrace Units and dry balconies if any attached to unit shall exclusively belong to such respective Units.
3. Other exclusive and limited common areas and facilities as mentioned in body of this agreement

ANNEXURE -F

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