



AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** is made at Pune on this ____ day of _____ in the year Two Thousand and Twenty _____.

BETWEEN

M/S. SANKALP VASTU LLP
(PAN – AEOFS6470E)

having its Office at Flat No 1, Akshay Plaza Building,
Ramnagar, Tempo Chowk, Vadgaonsheri, Pune - 411014

Through its PARTNER

MR. PRAFULLA SHANTILAL KOTHARI

Age about:50 Occupation -: Business

Mob: _____; E-mail ID:

hereinafter referred to as “the Promoter”

[which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the survivors or survivor of them and the heirs, executors and administrators of such last survivor] of the One Part **of the First Part**

AND

1)MR. BHARAT MURLIDHAR GALANDE

Age about: 45years; occupation -: Business

Residing at: S.No.45/4, 5th Mile, Dharma Nagar,
Nagar Road, Vadgaonsheri, Pune-411014

PAN: _____

hereinafter referred to as “**the Land Owner**”

[which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the heirs, executors and administrators etc.] of the SECOND Part

AND

1. MR.

Age: ____ Years, occ:

Pan No.

Mob: _____; E-mail ID:



2. MRS.

Age: __ Years, occ:

Pan No.

Both Residing –

Hereinafter for the sake of convenience referred to as “**the Purchaser/s/Allotee**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include where (i) **in case of individuals** his/her/their heirs, executors, administrators and permitted assigns, (ii) in case of partnership firm - the partners from time to time of the said firm, their survivor/s, heirs, executors, administrators and permitted assigns, (iii) in case of Company- its successors, administrators and permitted assigns, and (iv) in case of LLP- the said LLP and its partners from time to time, and the representatives, administrators and successors in interest of the LLP) **of the Third Part**

WHEREAS, all that piece and parcel of land bearing Survey No. 45A/5/1, area adm.00H.32.42R. (including potkharaba adm. 0H. 3R) out of land bearing S. No. 45A/5/1 totally admeasuring 77.51R situated at village Vadgaon Sheri, Taluka Haveli, Dist. - Pune originally stood in the name of **Mr. Bharat Murlidhar Galande and** his name was mutated on 7/12 extract vide mutation entry No. 19631 as absolute owners of the said land having actual and physical possession over the said land;

AND WHEREAS, Mr Bharat Murlidhar Galande has executed a deed of the Development Agreement and Power of Attorney in favour of **M/S. SANKALP VASTU LLP**, through its Partner Mr Prafulla Shantilal Kothari on 12/02/2024 which has been registered in the office of the Joint Sub-registrar Haveli No. 7, Pune vide its serial No. 2985/2024, **M/S. SANKALP VASTU LLP**, through its partner Mr Prafulla Shantilal Kothari, has obtained absolute rights to develop the same.

AND WHEREAS, on an application of land owners, the Pune Municipal Corporation Pune (PMC) vide its Commencement Certificate bearing CC/0880/2024 dated 05/07/2024 has sanctioned a Layout in respect of the said land whereby the same is laid out in the area earmarked for construction of multi-storied Buildings, Amenity Space, Open Space and area under Internal Roads;



AND WHEREAS the Office of the Collector, Pune has granted Non-Agricultural permission to the said land Vide his Order bearing No. PRH/NA/SR/___/2024 dated _____ made under the provisions of Section 44 of the Maharashtra Land Revenue Code, 1966;

AND WHEREAS, the net area of the said land area adm. 00H.32.42R. (including potkharaba admeasuring 0H.3R) i.e. 34897 sq. ft. i.e., 3242 sq. mtr. is out of bearing Survey No. 45A/5/1, situated at village Vadgaon Sheri, Taluka Haveli, Dist. - Pune is hereinafter referred to as “the said Land/Project Land” and more particularly described in the First Schedule hereunder written;

AND WHEREAS, the Promoter and the Landowner have launched and commenced to develop a composite Project named **“TRITON RESIDENCY”** (hereinafter referred to as the **‘said project’**) in phases on the Project Land by constructing Building/s comprising of Residential Flats/Units/Apartments be sold on ownership basis or otherwise, as it may in its absolute discretion deem fit.

AND WHEREAS, the Promoter and the Landowner proposed to construct on the project land a number of buildings and wings comprising a number of Basements, /podiums/stilt and upper floors as specified in Annexure- C-3.

AND WHEREAS, the Allottee is offered an Apartment/Flat bearing number ___ on the ___ th floor, (hereinafter referred to as the said “Apartment/Flat”) in the “___” wing of the project “TRITON RESIDENCY” (hereinafter referred to as the said “Building”) being constructed of the said project, by the Promoter and the Landowner herein.

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 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, 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 _____AND ASSOCIATES, ARCHITECTS 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 there under;

AND WHEREAS, the authenticated copies of the Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of 7/12 Extracts showing the nature of the title of the Promoter/Owner of the land to the project land on which the Apartment/Flats 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/Flat 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 and shall obtain the balance approvals from various authorities from time to time, so as to obtain a Building Completion Certificate or Occupancy Certificate of the said Building.



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

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

AND WHEREAS, the promoter has registered the project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority holding registration No. _____.

AND WHEREAS, the Allottee/purchaser has applied to the promoter for allotment of an Apartment/flat/shop No. _____ on _____ floor situated in the building "TRITON RESIDENCY" being constructed in the said Project, holding RERA registration No. _____.

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

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. __,00,000/-(Rupees _____ Lakhs only) being part payment of the sale consideration of the Apartment/Flat agreed to be sold by the Promoter and the



Landowner to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter doth 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 Real Estate (Regulation and Development) Act, 2016, the Promoter and the Landowner are required to execute a written Agreement for the sale of said Apartment/Flat 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 and the Landowner hereby agree to sell and the Allottee hereby agrees to purchase the (Apartment/Flat) and the garage/covered parking (if applicable).

NOW THEREFORE, 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 ____ Basement, Ground/Lower Parking, Mezzanine, Upper Parking, First Floor/Podium and ____ 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 permission in writing from the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

The Allottee is aware that the Developer / Promoter and the Landowner intend to carry out the development of the project known as **“TRITON RESIDENCY”** in phases on the Project Land, by constructing Building/s comprising of Residential Flats/Apartments and other permissible Units, in accordance with the Statutory Approvals of the concerned Authorities.



1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Landowner and the Promoter and the Landowner hereby agree to sell to the Allottee Apartment / Flat/Shop No. ____ of carpet area admeasuring ____ sq. meters on __th floor in the said project (hereinafter referred to as "the Apartment/Flat") as shown in the Floor plan thereof hereto annexed and marked Schedule- B for the consideration of Rs. ____/- including Rs. Nil 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. It is hereby clarified that the Allottees of the Residential units shall not have any right to the amenities provided for the commercial units similarly purchasers of the commercial units shall not have any right to the amenities provided in residential units/apartments and for the Allottees/Purchasers of residential units/apartments.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking space at ____ level unit bearing no. ____ admeasuring ____ sq. ft. approximately having ____ft. length x ____ft. breadth x ____ ft. maximum vertical clearance, situated at ____ the price of which is included in the above for the consideration of Rs. ____.

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottees an open parking space bearing no. ____ admeasuring ____sq.ft. having ____ft. length x ____ ft. breadth x ____ ft. maximum vertical clearance situated at ____ the price of which is included in the above for the consideration of Rs. ____.

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

1 (c) The Allottee has paid on or before execution of this agreement a sum of Rs. ____ (Rupees ____ Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. ____ (Rupees ____) and shall be deposited in RERA Designated Master Bank Account, bearing Account No. 60503234985, Bank of Maharashtra, Viman nagar



Branch having IFSC Code MAHB0001344 situated at Shop No. 1 and 2, Lalwani Regency, Viman Nagar, Pune 411014. In addition to the above bank account, I/we have opened it in the same bank: RERA Designated Collection Bank Account, RERA Designated Separate Bank Account, and RERA Designated Transaction Bank Account, which has Account No. 60503235923, 60503236096 and 60503236176.

Allottees hereby agree to pay to that Promoter the said balance amount in the following manner: -

PAYMENT SCHEDULE

SN	PAYMENT	STAGE
1.	Rs. _____/-	10% at the time of Booking
2.	Rs. _____/-	20% at the time of registration of the Agreement
3.	Rs. _____/-	15% Upon Commencement of Plinth.
4.	Rs. _____/-	15%on Commencement of the slabs including podiums and stilts of the building
5.	Rs. _____/-	10% on Commencement of the 3 rd floor slab
6.	Rs. _____/-	10% on Commencement of the Top floor slab
7	Rs. _____/-	5% on Commencement of the walls, internal plaster, floorings doors and windows of the said Flat



8.	Rs. _____-/-	10% on Commencement of the external plumbing and external plaster, lift, walls, and lobbies of the building or wing in which the said Flat
9	Rs. _____-/-	5% at the time of possession of the said Flat
	Rs. _____-/-	Rupees _____ Only

It is agreed by and between the parties that the Allottee shall make payment of the agreed consideration in above stated manner along with GST @ ___% or at such rate as applicable from time to time.

It is further agreed by and between the Parties that, since the total consideration of the said apartment is more than Rs. 50,00,000/- (Rupees Fifty Lakhs) only the Purchaser shall deduct an amount equivalent to 1%, or at such rate as applicable from time to time, of the amount of the consideration/each instalment and shall pay and deposit the same with the government department/income tax department and submit certificate/receipt to that effect to the Developer within 7 days from the due date of each of the payment as per the above-stated schedule of payment.

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

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increasing 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 an 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.

1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate of State Bank of India heights Marginal Cost of Lending Rate plus Two percent and if the same is not in use, in that case, such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public or as may be specified in the Rules⁴, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoter shall demand an 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 1(a) of this Agreement.

1(g) 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.

1(h) The above-referred consideration amount does not include the application/entrance fee of the Association to be formed, Charges for Power Back-up (if provided), M.S.E.D.C.L. deposit, Maintenance deposit, Corpus fund, GST, any other future taxes, and other expenses and charges in respect of the said Apartment/Flat as may be applicable, which are agreed to be separately borne and paid by the Allottee/s to the Promoter in terms of this Agreement.



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/Flat to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment/Flat.

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

3. The Promoter hereby declares that the Floor Space Index available as of date in respect of the project land is _____ square meters only and Promoter has planned to utilize Floor Space Index of _____ for with the promoter is entitled after handing over of the Amenity space and Road Widening area, and additional FSI as may be permissible 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 Floor Space Index as aforesaid 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.

3.1 In the event of F.S.I./Floating FSI availability being increased as a result of which the Developer / Promoter being permitted to develop any additional F.S.I./floating F.S.I., T.D.R. or as a result of any favorable Notification or relaxation of rules by the Government or relevant Authority and/or building regulations or otherwise from time to time or



at any time hereafter, the Promoter shall be entitled to utilize and construct such additional units/structures/buildings as may be permissible. The Allottee shall not be entitled to any rebate and/or concession in the price in respect of his/her/its Unit on account of the construction of any additional FSI /Flats/Units/floors/Building/s and/or changes or alterations and additions made in the building/s on the said land/property or in the project by the Developer / Promoter as aforesaid.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment/Flat to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, with interest at the rate of State Bank of India heights Marginal Cost of Lending Rate plus Two percent and if the same is not in use, in that case, such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public or as may be specified in the Rules, 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 at the rate of State Bank of India heights Marginal Cost of Lending Rate plus Two percent and if the same is not in use, in that case such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public or as may be specified in the Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee (s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub-clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, the Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or



breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

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

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts 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/Flat to the Allottee on or before the **31st day of ___20___**. If the Promoter fails or neglects to give possession of the Apartment/Flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment/Flat with interest at the same rate as may be mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- (i) war, civil commotion or act of God;
- (ii) Any notice, order, rule, or notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment/Flat, to the Allottee in terms of this Agreement to be taken within 3 months (three months) from the date of issue of such notice and the Promoter shall give possession of the



Apartment/Flat to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure to fulfilment of any of the provisions, formalities, or documentation on the part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

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

7.3 Failure of Allottee to take Possession of Apartment/Flat: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment/Flat 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/Flat to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2 such Allottee shall continue to be liable to pay maintenance charges as applicable. The Allottee does hereby agree and undertake to execute all the required indemnities, undertakings, and NOCs as may be required by the Promoter, including NOCs required for the purpose of getting revised plans in respect of the said project and/or any phase thereof sanctioned.

7.4 If within a period of five years from the date of handing over the Apartment/Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment/Flat or the building in which the Apartments/Flats are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided further and it is also agreed that the Allottee shall not carry out any alterations of whatsoever nature in the said Flat/Apartment or tamper with any fittings provided therein. In particular, it is agreed that the Allottee shall not tamper with or make any alteration in any of the fittings, pipes, elevation, water supply connections or any of the erections



in the bathrooms as this may result in seepage of water and/or affect the strength of the structure. If any of such works are carried out without the prior written consent of the Developer / Promoter, the Allottee shall not be entitled to claim the warranty regarding the defect liability, and the defect liability of the Developer / Promoter shall automatically stand extinguished.

8. The Allottee shall use the Apartment/Flat or any part thereof or permit the same to be used only for purpose of residence and shall use the garage or parking space, if any, only for the purpose of keeping or parking the vehicle.

9. The Society Formation shall be within a period of 3 months (three months) of the majority (51%) of allottees having booked their plot or apartment or building. The Allottee along with other Allottee(s) of Apartment/Flats in the building shall join in forming and registering the Society/ Apex Body to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society and for becoming a member, including the bye-laws of the proposed Society/Association and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or regulations, as may be required by the Registrar of Co-operative Societies or any other authorities, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within 3 months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the Society or Limited Company all the right, title and interest of the Vendor/Lessor/Original Oner/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 3 months of registration of the Federation/apex body of the Society or Limited Company, as aforesaid, cause to be transferred to the Federation/apex body all the right, title and interest of the Vendor/Lessor/Original Oner/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 Allottee that the Apartment/Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment/Flat) 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 is formed, and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. _____/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building or wing is executed in favour of the society as aforesaid. On such conveyance being executed for the structure of the building or wing, the balance amount of out of the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society.

9.4 The Allottee agrees that he /she/ it/they shall be entitled to apply for membership and/or become a member of such common organization only upon the instruction and nomination by the Developer / Promoter and not otherwise.

9.5 it is hereby expressly agreed that the unsold/un-allotted Units, terraces and parking spaces and/or in the surrounding open spaces, the un-allotted areas/ open spaces/amenity spaces and other unsold and reserved or restricted areas and facilities in the project, shall always belong to the Developer / Promoter as the case may be, and the Developer / Promoter/Promoter shall be entitled to deal with and dispose of the same in such manner as it may deem fit and as maybe permissible under law.



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

(i) Rs. ____/- for share money, an application entrance fee of the Society or Limited Company/Federation/ Apex body.

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

(iii) Rs. Nil for a proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.

(iv) Rs. ____/- for a deposit towards provisional monthly contribution for 24 months towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs ____/- For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs ____/- for deposits of electrical receiving and Sub Station provided in Layout.

The Allottee does hereby agree and undertake that, -

In case there shall be any increase in respect of any of the above payments, the Purchaser shall forthwith on demand pay to the Promoter such additional amount. The Promoter shall not be liable to pay any interest on the aforesaid amounts.

The above payments are in addition to the stamp duty, registration charges and other charges as may become payable.

It is agreed by and between the parties that along with the said unit all the liabilities as to payment all the taxes, levies, duties and dues shall stand assigned to the Allottee/s, and the Allottee/s shall be liable to pay all such amounts as may become due in respect of the said unit. GST, Local Taxes /other taxes/levies, if any shall be as applicable and shall be payable by the Allottee/s at the time of possession or thereafter as may become applicable.

Without prejudice to the rights of the Promoter under this Agreement and/or otherwise in law, the Allottee/s agree to pay to the Promoter,



interest at the rate of State Bank of India heights Marginal Cost of Lending Rate plus Two percent and if the same is not in use, in that case, such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public or as may be specified in the Rules, on all such amounts which may become due and payable in terms of this Agreement, but which may remain unpaid by the Allottee/s, whether demanded by the Promoter or not, as also all reasonable charges for recovery of the amounts due as may be incurred by the Promoter, in this behalf.

11. The following common charges/expenses shall be borne/paid out of and are included in the Common Area Maintenance Charges agreed to be paid by the Allottee/s the Allottee/s shall be liable to pay Common Area Maintenance Charges as per the bills raised by the Promoter or the Organization as the case may be, for which the Allottee/s hereby grants his/ her/their approval—

Towards maintenance and repairs of common areas and facilities. Wages of Watchmen, Sweepers etc. Premia and other costs for effecting Insurance of common facilities/ installations, Revenue Assessment. All other taxes, levies, charges and cesses. Costs for making provision for water to **“TRITON RESIDENCY”** and the Flats / Units therein. Electricity and water charges and deposits in respect of common electrical and water pumps and other installations. Expenses of and incidental to the management and maintenance of the said Complex known as **“TRITON RESIDENCY”**.

12. The Allottee/s shall also be liable for the following:

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. levy any tax / duty /charges / premium /deposits/ cess/ fees/ surcharge/ demands / levy/ welfare or any fund / betterment tax /sales tax/ transfer tax / turnover tax / works contract tax / GST, penalties or any other imposition whatsoever and by whatever name called and put in force or shall be in force prospectively or retrospectively or increase in the existing charges/ fees/ levies by whatever name called in respect of the said Flat/Apartment or the construction of the said project or the said agreement or other documents registered, the same shall exclusively be borne and paid by



the Allottee/s (and if the same is paid by the Promoters shall be reimbursed by the Allottee/s to the Promoter, in proportion to the area of the said Unit or the value thereof, as the Promoter may decide). The Allottee/s hereby indemnify/ies the Promoter from all such levies, costs and consequences.

13. The Allottee shall pay to the Promoter a sum of Rs. Nil for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with the 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.

14. At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance 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 of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or 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.

15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the 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 the 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;

v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii). The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix) At the time of execution of the conveyance deed of the structure to the Association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;



xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, or 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.

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

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

ii) Not to store in the Apartment/Flat 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/Flat is situated or storing of which goods are 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/Flat is situated, including entrances of the building in which the Apartment/Flat is situated and in case any damage is caused to the building in which the Apartment/Flat is situated or the Apartment/Flat on account of negligence or default of the Allottee in this behalf, the 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/Flat and maintain the Apartment/Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment/Flat is situated or the Apartment/Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee



shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv)Not to demolish or cause to be demolished the Apartment/Flat 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/Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment/Flat is situated and shall keep the portion, sewers, drains and pipes in the Apartment/Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment/Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment/Flat 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/Flat 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/Flat in the compound or any portion of the project land and the building in which the Apartment/Flat is situated.

vii)Pay to the Promoter within fifteen days of demand by the Promoter, his share of the 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/Flat 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/Flat by the Allottee for any purposes other than for the purpose for which it is sold.

ix)The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the



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

x)The Allottee agrees and understands that the Residential Apartment/Flat shall be purely and strictly used for residential purposes and the Commercial Unit shall be strictly used for commercial purposes except the acts and businesses as specifically restricted below. It has been agreed by the Allottee that the Allottee shall not carry out or allow to carry out the following acts and businesses:

- i. The Allottee shall not Sell, Distribute or be involved in the Sale or Promote the Sale and Distribution or Purchase, Store or Stock any intoxicating substances including but not limited to Liquor, Cannabis or other kind of Illegal Drugs, etc.
- ii. The Allottee shall not Sell, Distribute or involve in Sale or Promote Sale and Distribution or Purchase, Store or Stock any Livestock, including but not limited to poultry, fish, etc., or open any butcher shop.
- iii. The Allottee shall not Sell, Distribute or be involved in Sale or Promote Sale and Distribution or Purchase, Store or Stock or involve or open a Garbage Collection store, Recycling store, Thrift store, etc.

xi)The Allottee shall observe and perform all the rules and regulations which the Society 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/Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Federation regarding the occupancy and use of the Apartment/Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xii)Till a conveyance of the structure of the building in which Apartment/Flat is situated is executed in favor of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to



enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xiii)Till a conveyance of the project land on which the building in which the Apartment/Flat is situated is executed in favour of Apex Body or Federation or Associations of the Unit Purchasers, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiv)the Allottee shall keep the front /outside and the rear elevation of the building in which the said Flat/Unit is situated in the same form/panorama as per the construction made by the Developer / Promoter and shall not at any time alter the said elevation or facade in any manner whatsoever without obtaining the prior consent of the Developer / Promoter in writing.

xv)The Allottee shall not, in any event, install or hang any cables, wires, pipes, articles, antennas or appendages outside the parapet walls or on the outer elevation of the Flat/Unit or the building, or in the balconies or terraces or in any other areas, as it severely damages the external paint of the building and causes inconveniences to the other Flat/Unit Purchasers.

xvi)To remain bound by and to observe and perform all the terms and conditions and covenants to be observed and performed by the Allottee as set forth in this Agreement (including in the Recitals hereof). If the Allottee neglects, omits or fails, to pay to the Promoter and any of the sums/amounts payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof, for any reason whatsoever, or if the Allottee shall in any other way fail to perform or observe any of the covenants and stipulations herein contained or referred, then the Promoter shall be entitled to terminate this Agreement in the manner mentioned elsewhere in this Agreement.

17.The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-



operative Society or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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 Apartment/Flats or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment/Flat 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 or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

18.1 If any portion of the said land/property is required by the MSEDCL for establishing a sub-station/or installation of a Transformer, the Developer / Promoter shall execute a Sub-Lease with MSEDCL in this connection as may be required. The Allottee shall not raise any objection or cause any obstruction towards putting up and construction of such electric sub-station /transformer and allied structures, pipes, boxes for electric meters, and other equipment and for doing all matters in this connection and shall extend all co-operation and assistance as may from time to time be necessary in this respect as per the rules and requirements.

It is hereby clarified that the sub-station for the entire project shall be one and unit purchasers from commercial buildings as well as residential buildings in the project and/or representatives of their association shall have access to the same.

18.2 The Promoter shall be executing the works such as lifts/elevators/Inverter Backup for Lifts/firefighting system/ plumbing/ solar system and drainage system etc. as per required/laid down rules, procedures and specifications of local/ Government Authorities. In case of any mishap/accident of any nature after completion of such works, if due to improper maintenance/negligence or on any grounds Whatsoever, then the Developer / Promoter shall not be held responsible or liable for the same, once the Completion/Occupation certificate/Departmental Clearance is issued by the concerned Authorities/Department/s.

19. 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/Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment/Flat.

However, the Developer / Promoter shall have the right to mortgage the said land/property to any Banks or Financial Institutions to raise project finance or Over-Draft Facilities, and the Developer / Promoter shall have absolute right to raise loan against the security of the said land/property/project subject to the rights of the Flat/Unit Purchasers in respect of the Flat/Units which may have been agreed to be sold to the respective buyers under their respective Agreements, provided however that the responsibility of loan repayment and discharge of such mortgage shall always be of the Developer / Promoter and the rights of the Allottee to the said Flat/Unit shall not be adversely affected, and in case the Allottee desires to avail any loan against the said Flat/Unit agreed to be purchased in terms of this Agreement, then the Developer / Promoter shall be bound to provide the NOC/consent of its Mortgagee Bank/Financial Institution for the said purpose.

20. BINDING EFFECT Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and subject to deduction of administrative charges all sums deposited by the Allottee in connection therewith



including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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

This Agreement (including this clause) contains the whole agreement between the parties in respect of the subject matter of this Agreement. There are no promises or representations, oral or written, express or implied other than those contained in this Agreement. The Allottee hereby expressly admits, acknowledges and confirms that no terms, conditions, particulars or information whether oral, written or otherwise given or made or represented including those contained/given in any advertisement or brochure by the Developer / Promoter and/or its agents to the Allottee and/or his/her/its/their agents other than such terms, conditions and provisions as are contained or incorporated in this Agreement, which only shall be deemed to have induced the Allottee to enter into this Agreement.

22. **RIGHT TO AMEND** this Agreement may only be amended through written consent of the Parties.

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES**

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

24. **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.

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

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

26. FURTHER ASSURANCES Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

27. PLACE OF EXECUTION The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at Pune after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

28. The Allottee shall present this Agreement as well as the conveyance 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.

29. That all notices to be served on the Allottee or the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and



notified Email ID/Under Certificate of Posting at their respective addresses specified below:

1. MR.

2. MRS.

Both Residing –

Notified Email ID:

MOB-

Promoter-

SANKALP VASTU LLP

having its Office at Flat No. 1, Akshay Plaza Building, Ramnagar,

Tempo Chowk, Vadgaonsheri, Pune - 411014

Notified Email ID:_____@gmail.com

MOB-

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

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

31. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/purchaser. Necessary Stamp Duty on this Agreement has been paid as per the provisions of Article 25 r/w Article 5 of the Maharashtra Stamp Act, 1958 and benefits under the same shall be available to the Allottee.

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



33. **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 Court will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF, the parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of the attesting witness, signing as such on the day first written above.

FIRST SCHEDULE

(DESCRIPTION OF THE PROPERTY)

All that piece and parcel of land bearing 45A/5/1, area adm. 00H.32.42R. (including potkharaba admeasuring 0H.3R) i.e., developing area is 34897 sq. ft. i.e., 3242 sq. mtr. situated at village Vadgaon Sheri, Taluka Haveli, Dist. - Pune, within the local limits of Pune Municipal Corporation, and also within the Jurisdiction of Sub-registrar Haveli No. I to XXVII, Pune and the same land are collectively bounded as follows:

On or towards the East:	By Property of ____
On or towards the South:	By Property of ____
On or towards the West:	By ____
On or towards the North:	By Property of ____



SECOND SCHEDULE ABOVE REFERRED TO
The nature, extent and description of common areas and facilities

A.) Description of the common areas provided:

Sr No	The type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
	NA	NA		

B.) Facilities/amenities provided/to be provided within the building including in the common area of the building

Sr No	Type of facilities/ amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	The proposed Date of handing over to the Society/ common organisation	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
1	Club House	1st	31.12.2029	31.12.2029	203.72 sq. mtr	Paid FSI
2	Society Office	1st				Paid FSI

C) Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:



Sr No	Type of Facilities / amenities Provided	Phase name/ number	Proposed date of Occupancy Certificate	The proposed Date of handing over to the Society/ common organisation	Size/ area of the facilities/ amenities	FSI Utilized or free of FSI
	N/A					

D) The size and the location of the facilities/ amenities in the form of open spaces (RG/PG etc.) provided/ to be provided within the plot and/or within the layout.

Sr No	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
	N/A				

E) Details and specifications of the lifts:

Sr No	Type Lift (passenger/ service /stretcher/goods /fire evacuation/ any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr /sec)
1.	Stretcher	1 For Each Building	13 Pax/884 Kg	1.25 m/s



**IN WITNESS WHEREOF THE PARTIES HAVE HERETO SET THEIR
RESPECTIVE HANDS AND SEALS THE DAY AND YEAR WRITTEN
HEREIN ABOVE**

Signed and Delivered by the within named “The Promoter” M/S. SANKALP VASTU LLP through its Partners	
MR. PRAFULLA SHANTILAL KOTHARI	

Signed and Delivered by the within named “LAND OWNER”	
MR. BHARAT MURLIDHAR GALANDE	



Signed and Delivered by the within named “The Purchaser/s”	
MR/MRS. _____	

<u>WITNESS</u>			
<u>Sr.</u> <u>No</u>	<u>Name</u>	<u>Address</u>	<u>Signature</u>
<u>1.</u>			
<u>2.</u>			



SCHEDULE ‘A’
(DESCRIPTION OF THE SAID “FLAT”)

All that piece and parcel of the **Flat** bearing **No.** _____, of _____ BHK type, admeasuring Sq. Mtr., and Balcony admeasuring _____ Sq. Meter i.e., (carpet area defined as per the Real Estate Regulation and Development Act 2016) on the _____ Floor in the project known as **“TRITON RESIDENCY”** to be constructed on the land referred to in the First schedule above.

Note: It is clarified that the above amenities are exclusively for the Residential unit owners/occupants of the residential units. Commercial unit owners/occupants shall not be entitled to the above amenities and facilities.

SCHEDULE ‘B’
FLOOR PLAN OF THE APARTMENT

ANNEXURE A

Name of the Attorney at Law/Advocate:

Address:

Date:

No.

RE.:



TITLE REPORT

Details of the Title Report

The Schedule above Referred to
(Description of property)

Place:

Dated ____ day of ____ 20 ____

(Signed)

Signature of Attorney-at-Law/Advocate

THIRD SCHEDULED

(DETAILS OF ADVANCE PAYMENT)

(i) Rs. ____/- by Cheque No. “____” through
____ on dated --/--/--.

ANNEXURE "B"

(Copy of the extracts of village Form No. VII/XII)

ANNEXURE – “C-1”

(Extract sale of the Floor plan of the ____ as approved by P.M.C. Pune)

ANNEXURE – “C- 2”



Copy of Commencement Certificate

ANNEXURE "D"

(Specification and amenities for the Apartment,)

ANNEXURE – “E”

(Authenticated copy of the Registration certificate of the project granted
by the Real Estate Regulatory Authority)

ANNEXURE “F”

(N.A. Order)

SPECIFICATION

- **Earthquake-resistant RCC Structure**
- **Branded Lift with Power Backup**
- **Attractive Entrance Lobby**
- **Rain Water Harvesting**
- **ACC blocks/bricks for external & internal walls**
- **Gypsum finishing plaster for internal walls**
- **Decent quality internal paint**
- **Double coat sand-faced plaster with texture on external walls**
- **Vitrified tiles for flooring**
- **Sliding for windows with sill & mosquito net**
- **Attractive main entrance door**
- **AC & TV point in living & bedroom**
- **Provision for inverter, DTH & internet connection**
- **Premium quality doors for all bedrooms**
- **Premium brand lock fittings for all doors**
- **Toughened glass railing for all terraces**



- **kitchen platform with SS sink**
 - **Hot water provision for usage in kitchen**
 - **Water purifier provision**
 - **Premium dado tiles up to 2 ft. above kitchen platform**
 - **Exhaust fan provision in kitchen**
 - **Bathroom door frame**
 - **Premium dado tiles in all bathrooms (up to lintel level)**
 - **Premium quality sanitary ware & CP fittings**
 - **Anti-skid flooring in Washrooms**
 - **Solar water connection in all bathrooms for limited hours (subject to the environment)**
 - **Exhaust fan provision in all bathrooms**
 - **Provision for geyser point**
 - **Mosquito net in bathroom windows**
 - **Concealed electrical wiring with premium switches**
-

