

**APPLICATION FORM –OFFER FOR ISSUANCE OF LETTER OF INTENT OF
ALLOTMENT OF UNIT IN
“YashONE”**

To,
**M/S.VILAS JAVDEKAR ECO HOMES,
PUNE.**

Date:

I/We, the undersigned, have gone through the Brochure of the aforesaid Scheme, having RERA Registration No: and thereafter when I visited to your site office, your representative have shown me all the title documents and sanctioned plans and also explained me terms and conditions attached to present FORM and I /we have also read and understood the same fully and then by my/our application of mind to all such abovementioned facts,as an informed intending purchaser, I have willingly decided to apply for purchase of unit in your aforesaid scheme, subject to compliance of the terms and conditions mentioned in this Form and in furtherance of the same , i/we hereby would like to apply for the said unit, through present Offer Letter, details of which are as under:

FIRST APPLICANTS DETAILS TO BE INSERTED IF UNIT IS ALLOTTED TO ME/US

1. Mr./ Mrs._____ (PAN : _____) Age: ____Yrs

2. Mr./ Mrs._____ (PAN : _____) Age: ____Yrs

Address:

Tel No._____Email: _____

**DETAILS OF THE UNIT WHICH I/WE PREFER TO PURCHASE::
UNIT NO:**

Unit	Carpet Area	Enclosed Balcony Area	Open Balcony Area
In Sq. Mtr			
In Sq. Ft			

My Budget for said Unit/Purchase Price which I/we can offer for said Unit, including cost of Parking:

I/we are fully aware that aforesaid Price is exclusive of all applicable Taxes and Duties, which I/we need to pay extra, at actual, as per prevalent rate at that time.

**I CAME TO KNOW ABOUT THIS SCHEME/UNIT BY WAY OF: WALK-IN / RSP / CLIENT
REFERENCE (CR)**

NAME OF RSP:_____ **RSP NO. -**_____

GENERAL TERMS AND CONDITIONS:

I/WE AM/ARE FULLY AWARE THAT IF I/WE GET ALLOTMENT OF AFORESAID UNIT:

- a) I **need to make agreed payments to anybody in relation to said unit either** by crossed cheque(s) or Demand Draft(s) or Pay Order(s) or Online transfers drawn in favor of **Vilas Javdekar Eco Homes.** payable at Pune at par, as may be directed by you from time to time.

b) Same shall be subject to laws in Republic India though I/we may be Non resident Indians / foreign nationals/ PIO.

c) All remittances, transfers, acquisition of the unit applied and compliance with the provisions of Foreign Exchange Management Act 1999 or any other statutory enactment shall be my/our sole responsibility if I am NRI/PIO and Foreign Nationals, as a case may be.

d) I need to pay agreed maintenance advance at the time of offering of possession of said unit by you.

e) In order claim preferential treatment in allotment of said unit by you, I am willing to and intends to deposit with you an amount of Rs._____ (Payment details such as

Cheque No. /Online Transfer reference no. _____ Bank _____), as an interest free Application amount, which if I get the allotment can be adjusted/merged towards total agreed price.

- f) Within **30 days** from the issuance of Letter of Intent for allotment by you, I/We shall make myself/ourself available for execution and registration of Agreement to Sale in relation to said unit, by paying necessary stamp duty, registration & incidental charges on the same and said Agreement to Sale and terms and conditions mention therein shall only form final and conclusive understanding between you and me/us. In case of my/our failure to do so, you are at liberty to offer, negotiate and allot the said unit to any other purchaser by giving 15 days notice on my registered email id , as aforesaid and and thereafter you can accept the application money from such new intending purchaser in my place to which I shall have no objection of whatsoever nature. In such a case, I am entitled to get the refund of claim amount deposited by me with this Offer Letter, by deducting **Rs. 25000 /- as self cancellation and admin. Charges per month and the GST/any other Statutory Tax amount paid on behalf of me/us**, as applicable, I further agree to borne bank charges, if any, for outstation clearing of cheque. I/We further understand that the residual claim /application money is refundable with above mentioned deduction, without any interest thereon and it shall be my/ our responsibility to collect the said refund amount from your office and you shall not be held responsible in any way for late collection. At the end of 15 days notice period, as aforesaid, I/we shall not have and shall not be entitled to claim any right in relation to allotment/purchase of said unit and on receipt of refund amount deposited with you, as aforesaid, I shall not have any claim, monetary or otherwise, against you and/or said unit and I am fully aware that it shall treated as legal bar for any of my/our contrary claim, if any.
- g) If I/we intend to cancel aforesaid unit due to any reason then refund procedure with applicable deductions will be processed in the same manner as mentioned in clause mentioned above.
- h) Layout of the Project may undergo some changes, amendments, modifications, revisions in general and also to inside specifications, unit areas, recreation spaces, amenity spaces etc. due to change in sanctions and approvals from authorities and I/We shall not have any objection to such changes, amendments and modifications.
- i) I/we shall liable to pay 1% TDS under Income Tax Act if applicable to this transaction and provide you certificate in that regard.
- j) on receipt of Letter of Intent for Allotment, I/We shall not request you for any structural design changes, elevation of the building and purpose of use of the premises other than permitted by sanctioning authorities for the unit applied. Any desired customization points shall be intimated in writing to you concerned engineer / agency when we are called for at an appropriate time and same shall be subject to your approval.
- k) My present Offer Letter/ Letter of Intent for Allotment/Agreement to sale does not permit me to have access to construction site, without your prior written approval and that too subject I following safety norms for the same and same shall be solely at my risk. I/We further are aware, understand and agree that, my / our application may be rejected without assigning any reason thereof.
- l) I/We further aware, that in case of joint application all communication shall be sent to the First applicant in this form.
- m) I/ we hereby state that I/we have carefully read, discussed and understood all the terms & conditions above and I am ready and willing to be abide by the same

Individual Observations and wishes:

In my/our opinion, a standard sentence line should contain maximum _____ words but in term no. _____ above there are _____ words.

I/we would like to convey you in case I get the letter of intend for allotment of said unit, my favourate room in said unit shall be _____ and I would like to decorate the same with _____ [name of the article]

Kindly, consider my present Offer Letter as my best Offer and accept the same favorably

Signature: _____

Signature: _____

Interested Offerer/s for Allotment :

Signature VJD Sales Executive

Date: ____/____/2017

LETTER OF INTENT FOR ALLOTMENT OF UNIT

To,

Date-

(Name & Address/s of the Interested Allottee/s)

Permanent Address

Corresponding address

Contact details

Email id

Mobile no.

Reference – Your Application dated ... for issuance of letter of intent for allotment of unit

Sir/Madam,

This is to confirm that we have provisionally intended to allot you Apartment No. _____ (as per sanctioned plan) admeasuring carpet area ____ square meter along with enclosed balcony admeasuring ____ sq. mtrs, and Open balcony area ____ square meter, on the _____ floor, in the Building ' A ' under the Project known as "**YashONE**", (**MAHA-RERA Registration number**) out of Gat No. 323, 507/& 508/A1, 507/& 508/A2, 507/& 508/A3, 507/& 508/A4 & 507/& 508/A5, Village Pirangut, Taluka Mulshi, District Pune, (hereinafter referred to as the "**Said Apartment**"), for consideration of Rs. _____/- (Rupees _____ only) along with a provisionally intended allot one Covered/ Mechanical Car parking admeasuring ____ square meter. We acknowledge the receipt of the sum of Rs. _____/- (Rupees _____ only) as an interest free performance security deposit there against.

The interest free security deposit shall be adjusted towards consideration at the time of execution and registration of agreement to sale. Other than consideration amount as mentioned above, all other statutory taxes and outgoings such as stamp duty registration fees. GST, provisional maintenance charges & all other incidental charges shall be to your account & govt statutory taxes are subject to change depending on government policies.

Kindly note that the our intent to allot you Apartment No._____, as aforesaid , is subject to the terms and conditions stipulated in the above referred Letter and same shall be final subject to execution of Agreement for Sale to be executed between us within 30 days from hereof, as per clause F of the Standard Terms and Conditions forming part of above referred Letter.

- 1) After present Letter, if you intend to reject our intend to allot you Apartment, due to any reasons, you shall submit to us " Application for cancellation of Allotment" in our prescribed format and in a such case, you are entitled to the refund amount after due deduction of **Rs. 25,000/-** as self cancellation, liquidated damages and admin. Charges **per month** and the amount of G.S.T or any other statutory taxes paid on your behalf to the government authorities.
- 2) Once the allotment of the said apartment is cancelled as above, you shall cease to have any claim on the said Apartment in any manner and capacity.

This Letter does not create any rights in favour of you unless and until a Agreement to Sale in your favour executed within abovementioned stipulated time limit, as per clause F of the Standard Terms and Conditions forming part of above referred Letter, which agreement shall govern rights and obligations between us.

Thanking you,

I agree to the above conditions.

ALLOTTEE

Yours truly,

For Vilas Javdekar Eco Homes

Authorised Signatory

Agreement for Sale of Future Immovable Property (Residential Flat)

This Agreement for Sale is made and executed at Pune on this ____ day of _____ in the Year 2017.

BETWEEN

M/s. VILAS JAVDEKAR ECO HOMES,

PAN – AAEFV4570G.

A duly constituted Partnership Firm, registered under the Indian Partnership Act, 1932, having its office at : Office No. 306, Siddharth Towers, Sangam Press Road, Kothrud, Pune 411 038 through its authorized Partner and Signatory **Mr. Aditya Vilas Javdekar**, Age - 39 years, Occ. - Business, Address - as of the firm, hereinafter referred to as the "**Promoter**" which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said firm, its past, present and future partners, partners respective legal heirs, executors, administrators, firm's and partner's assigns and in case of dissolution of the firm the persons to whom the assets of the firm shall be transferred etc.

.....PARTY OF THE FIRST PART

AND

MR/MRS.....

PAN:

AGE – YEARS,

OCCUPATION -:

RESIDING AT-.....

EMAIL ID:

Hereinafter shall be referred to as the "**ALLOTTEE**" (Which expression shall, unless repugnant to the context or meaning thereof mean and include his/her / their legal heirs, executors and approved assigns / nominees only)

..... PARTY OF THE SECOND PART

AND

- 1) MR. ABHAY NAYAN BHALERAO** Age: Adult, Occupation: Business, residing at: 45/1+2A, Flat No. D-3/7, Saket Apartment, Karve Nagar, Pune-411052,
- 2) MR.RAHUL NAYAN BHALERAO**, Age: Adult, Occupation: Business, residing at: 35/1+2A, Flat No. C-3, Saket Apartment, Karve Nagar, Pune-411052
- 3) SHRIMATI MANGAL GANESH DEO**, Age: Adult, Occupation: Housewife,
- 4) MR. SUYOG GANESH DEO**, Age: Adult, Occupation: Service,
- 5) MRS. MADHAVI RAJENDRA POL (before marriage name Miss Madhavi Ganesh Deo)** Age: Adult, Occupation: Housewife,
- 6) MR. SUHAS BHALCHANDRA DEO**, Age: Adult, Occupation: Business,
- 7) MR. AMOL SUHAS DEO**, Age: Adult, Occupation: Business,
- 8) MRS. SWAPNA SUHAS DEO**, Age: Adult, Occupation: : Housewife,
- 9) MR. AJINKYA SUHAS DEO**, Age: Adult, Occupation: Business,
- 10) MR.SHRIRAM BHALCHANDRA DEO**, Age: Adult, Occupation: Business,
- 11) MRS.SHEETAL SHRIRAM DEO**, Age: Adult, Occupation: : Housewife ,
- 12) MR.BHUSHAN SHRIRAM DEO**, Age: Adult, Occupation: Business,
No. 2 to 13 above, all residing at – Swanandadhish, Gopal Nagar no.1, Dombiwali (East)
- 13) MRS. SUPRIYA DEEPAK UPASANI (before marriage name Miss Supriya Shriram Deo)** Age: Adult, Occupation: : Housewife, residing at Talera nagar, Chinchwad,Pune,

- 14) **SHRIMATI CHITRA VINAYAK PUROHIT** , Age: Adult, Occupation: :
Housewife, residing at: 217, Trimurti Apartment, Chinchwad,Pune-411031
- 15) **MRS. VIDYA SHARAD CHAPHEKAR**, Age: Adult, Occupation: : Housewife,
residing at: Sector 27A, Room No. 14/2, Pradhikaran, Nigadi, Pune -41104
- 16) **MRS. RADHIKA MADHUR INGALHALIKAR**, Age: Adult,, Occupation
Business, Residing at : Nishad Banglow, Varshanand Soceity, Anandnagar,
Sinhgad Road, Pune – 411051
- 17) **MRS. GOPIKA TEJAS KINJAWDEKAR**, Age about 31 years, Occupation :
Business, Residing at : Flat No. 10, Meghmalhar Soceity, Kothrud, Pune - 411038

All above-mentioned consenting parties through their duly constituted Attorney **M/s. VILAS JAVDEKAR ECO HOMES through its partner Mr. Aditya Vilas Javdekar**, Age – 39 years, Occ. Business, Office No. 306, Siddharth Towers, Sangam Press Road, Kothrud, Pune 411 038,

Hereinafter referred to as the **Confirming/ Consenting Party**, which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their respective legal heirs, executors, administrators and assigns etc.

..... **PARTY OF THE THIRD PART**

LIST OF SCHEDULES AND ANNEXURES

Sr. No.	Annexure	Description	Sr. No.	Schedule	Description
1	A1 & A2	N.A. Order	1	A	List of Deeds /Documents in favour of the Promoter
2	B1 To B6	Property 7/12 extracts	2	B	Said Land
3	C	Commencement Certificate	3	C	Said Apartment
4	D1 & D2	Title opinion and Supplementary Title opinion	4	D	Development Works of Project
5	E	Current Sanction Layout	5	E	Internal Specifications of Apartment
6	F	Future Potential Layout	6	F	Payment Schedule
7	G1 & G2	Sanctioned Floor Plan & Typical Floor Plan	7	G	Maintenance Schedule
8	H	Conveyance Boundaries	----	----	-----

Clause No.	About	Sub Clause No.	Particulars
1.	Title of the Promoter	1.1	WHEREAS all that piece and parcel of land admeasuring 3200 sq.m out of land bearing Gut No.323 , situated at Village Pirangut, Tal. Mulshi, District Pune hereinafter referred to as “Property No. 1” .
		1.2	AND WHEREAS all that piece and parcel of land admeasuring 11500 sq.m of out of land bearing Gut No. 507 & 508 (New Gut No. 507/&508/A1, 507/& 508/A2, 507/& 508/A3, 507/& 508/A4 & 507/& 508/A5) situated at Village Pirangut, Tal. Mulshi, District Pune, hereinafter referred to as “Property No. 2” .
		1.3	AND WHEREAS by virtue of various Development Agreements & Power of Attorneys which more particularly described in “Schedule A” hereto, the Promoter has acquired Development rights for an area admeasuring 14700 Sq mtrs., and exclusive and uninterrupted possession along with necessary legal rights to Develop the Property No. 1 to 2.
	N.A. permission	1.4	AND WHEREAS the Promoter has obtained licence to convert the land use of Property No. 1 into non-agriculture from Tehsildar, Pune vide order NOC dated,21/11/2017, bearing No. JAMIN /SR /97 /17, annexed herewith as “Annexure A1” .
		1.5	AND WHEREAS the Promoter/ erstwhile owner has obtained convert the land use of Property No. 2 into non-agriculture from Collector, Pune vide Non Agriculture order dated 02/03/2017, bearing no. MULSHI/NA/SR/17/2017, annexed herewith as “Annexure A2” .
		1.6	On the basis of aforementioned N.A. Order dated 02/03/2017, passed by Collector, Pune and subsequent order dated 18/04/2017, passed by the Dy. Superintendant land records, Mulshi, and Tahsildar Office, Mulshi dated 29/04/2017, Kami Jasta Patrak has been effected whereby an area admeasuring 11500 sq meter out of Gut no 507 & 508 the has been renumbered as New Gut Nos. 507/& 508/A1, 507/& 508/A2, 507/& 508/A3, 507/& 508/A4 & 507/& 508/A5 Village Pirangut, Taluka Mulshi, District Pune and recorded in the record of rights by Mutation entry No. 7361, dated 03/06/2017 and copies of 7/12 extracts of property No. 1 & 2 are annexed hereto as Annexure B1 to B6 .
	Commencement Certificate	1.7	AND WHEREAS the Promoter has obtained permission to construct residential, commercial building from Pune Metropolitan Development Authority (P.M.R.D.A) hereinafter referred to as the “local authority” vide Commencement certificate bearing No. BMU/MAU.PIRANGUT/G.NO.507 PAI V ITAR/PRA.KRA.1209/17-18, dated 07/12/2017 annexed herewith as “Annexure C ”
		1.8	AND WHEREAS Said Property No. 1 to 2 (Gut No. 323, 507/&508/A1, 507/&508/A2, 507/& 508/A3, 507/&508/A4 & 507/& 508/A5, Village Pirangut, Taluka Mulshi, District Pune) are collectively referred as “Said Land” totally admeasuring 14700 Sq mtrs.,

			which is more particularly described in Schedule B
	Title Search Report	1.9	AND WHEREAS , the Promoter engaged the services of licensed Advocate R.M.Samudra and has obtained title opinion dated 09.11.2017. The Promoter has updated the title search and has obtained supplementary title opinion dated 09/12/2017 and the same report is annexed herewith as “Annexure D1 & D2” .
		1.10	AND WHEREAS by virtue of all Deeds, Documents mentioned in Schedule A and Government permissions mentioned hereinabove, the Promoter is entitled to construct buildings on the said land and alone has the sole and exclusive right to sale, transfer, license, lease, rent the units, apartments, shops, offices constructed thereon and to enter into the agreement with the Allottee's and to receive the sale price in respect thereof.
2.	Urban Land Ceiling	2.1	AND WHEREAS the said land does not come within the territory of Pune Urban Land Agglomeration and therefore provisions of Urban Land (Ceiling & Regulation) Act, 1976, are not applicable
3.	Real Estate Project	3.1	Name: “YashONE” (Hereinafter referred to as the “Project”)
	Address	3.2	Gut No. 323, 507/&508/A1, 507/&508/A2, 507/& 508/A3, 507/& 508/A4 & 507/& 508/A5, Village Pirangut, Taluka Mulshi, District Pune.
	Architect	3.3	AND WHEREAS the Promoter has appointed Architect Mr. Samer Valimbe having its office at 10, Janhavi, 40/22, Bhonde Colony, Erandawana, Pune 411 004 who is duly registered with the Council of Architects at CA / 92/ 14618.
	Structural Engineer	3.4	AND WHEREAS the Promoters have also appointed the Structural Engineer Mr. Parag Chopda of Spectrum Consultants, structural Designers and Consultant Engineers, having their office at officer No. 1, 1 st floor, Abhijeet Court, Above VLCC, Bhandarkar Road, Shivaji Nagar Pune 411 004 for structural designs and drawings of the building/s and the Promoters shall accept professional supervision of the Architects and the Structural Engineers till the completion of the building.
	Electrical Engineer	3.5	AND WHEREAS the Promoter has also appointed electrical engineer M/s. Abhiyanta Consulting Engineers Pvt. LLP. Having its office at Shree Swami Krupa, Plot No. 6, Neelkamal Housing Society, Near Rajaram Bridge, Karvenagar, Pune 411 052 to design the electrical systems of the Project such as transformers, cabling, wiring, meter room etc.
	Current Sanction of Project	3.6	AND WHEREAS based on the commencement certificate mentioned above, following buildings are currently sanctioned: Building A – P +8 floors Building B – Shops/P + 11 floors Building C – Shops/P Buildings A is hereinafter referred to as “Residential Buildings”

			The ground floor (G floor) in Building B & C will be hereinafter referred to as “Commercial Buildings” The current sanctioned layout is annexed herewith as “Annexure E”. ----- (Signature of the Allottee) (I have verified the sanctioned plans and read the commencement letter)
	Existing Built-up Area (F.S.I area)	3.7	AND WHEREAS The Promoter hereby declares that as per commencement certificate for current sanction as mentioned above, the total built-up area (F.S.I area) excluding the Amenity area is 12166.84 sq.m
	Future Potential of Project	3.8	AND WHEREAS as mentioned above there is possibility of getting additional F.S.I in future in the form of either free F.S.I., paid F.S.I, premium F.S.I, amenity handover F.S.I, T.D.R. and/or due to amalgamation of adjoining land. Whenever this additional F.S.I/ T.D.R is sanctioned by the local authority to be used in the project, the Promoters will apply for revision of plans and the proposed full potential layout may contain buildings having following configuration: Building A – P +11 Building B – Shops/P + 11 Building C – Shops/P + 11 The future potential layout is annexed herewith as “Annexure F”. ----- (Signature of the Allottee) (I hereby give specific consent to the Promoter to carry out revision in sanctioned plan as per this future potential layout).
	Future Potential F.S.I & Non- F.S.I area	3.9	As per the future development potential of the project as mentioned above, the total F.S.I & Non- F.S.I area for the development potential works out to approximately 20,000 Sq. m. However, this area may increase if there is any additional F.S.I./ T.D.R applicable at a later date.
	Amenity Area	3.10	The Promoter hereby declares that the Promoter will hand over the amenity space area under the sanctioned lay out to local authority in lieu of F.S.I. which solely consumed by the Promoter. ----- (Signature of the Allottee) (I hereby give specific consent to the Promoter to hand over the amenity space area under the sanctioned lay out to local authority in lieu of F.S.I.)
	Environment clearance	3.11	AND WHEREAS the Promoter has obtained environment clearance and building permission from the local authority in and integrated format vide Commencement certificate bearing No.

			BMU/MAU.PIRANGUT /G.NO. 507 PAI V TAR /PRA. KRA.1209/17-18, dated 07/12/2017
	Commencement of Project	3.12	AND WHEREAS upon obtaining all the above permissions the Promoter has started the construction of the Project.
4.	Compliance of Real Estate (Regulation & Development) Act, 2016	4.1	AND WHEREAS , the Promoter has initially registered Phase I of the Project with the Maha- Rera Authority vide Registration certificate no.....
	Phasing of the Project	4.2	AND WHEREAS The Promoter intends to develop the Project in Phases as under: <u>Phase I: as per current sanctioned plan</u> Building A : Parking+ 8 upper floors Building B : Shops/Parking+ 11 upper floors Building C : Shop/Parking <u>Phase II:</u> Building A: Parking + 11 Upper floor Building C : Shop/ Parking + 7 Upper floors Amenities / Utilities / Services: • Landscaped & amenities thereon • Open space development • Underground water tank • Sewage treatment plant • Transformer • D.G. backup for common areas • Rain water harvesting tank • Organic waste composter • Entrance gate & security <u>Phase III:</u> Building C : Shop/ Parking + 11 Upper floors <u>Amenities / Utilities / Services which are mentioned above are common for all three buildings/phases.</u>
	Registration of Phases	4.3	AND WHEREAS the Promoter shall initially registered only Phase I and shall register remaining phase upon obtaining sanction for the same from local authority
	Timelines for Phase I	4.4	AND WHEREAS the Promoter has commenced the construction of the project and the expected date for completion of Phase I is 30-JUNE-2020 & the amenities / Utilities / Services which are mentioned above to be completed on or before 30-JUNE-2020 .
	Registration of Phases	4.5	AND WHEREAS the Promoter shall register remaining phases/buildings in due course as may be required.

	Definition of Carpet area , Balcony area, Terrace area and common areas	4.6	AND WHEREAS for the purpose of this agreement following areas are defined: Carpet area: As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Carpet area of the apartment is defined as the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment. Carpet area is shown separately in Schedule C. Balcony area: For the purpose of this agreement the balcony area is defined as balcony/ enclosed balcony area as shown in the sanctioned building plans by the local authority. Balcony area is shown separately in Schedule C. Open Terrace Area: For the purpose of this agreement open terrace area is defined as open terrace/ terrace area as shown in the sanctioned building plans by the local authority. Open Terrace area is shown separately in Schedule C. Common Areas: As per subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lifts, passages, lobbies, entrances, basements, podiums, top terraces, open spaces, open parking areas, area under services, water tanks, sumps, pump rooms, amenities etc. This common area will be calculated for the entire project and will be divided equally over the number of apartments in the project to arrive at proportionate common area of each apartment.
	Inspection of all documents by Allottee	4.7	AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all documents of title relating to the project land and plans, designs & specification prepared by the project Architect and all other such documents as specified under the Real Estate (Regulation & Development) Act and Rules & Regulations made there under. ----- Signature of the Allottee (All documents pertaining to the Project have been inspected by me)
	Disclosure regarding litigation	4.8	AND WHEREAS the Promoter hereby declares that till date there are no civil/ criminal cases pending with respect to the said land.
	Disclosure regarding reservation in said land	4.9	AND WHEREAS the Promoter hereby declares that based on the commencement certificate obtained from local authority, there is an area under 30 m road widening admeasuring 791.16 sq.m. and area under amenity space reservation admeasuring 2349.53 sq.m. In lieu of equivalent F.S .I. which is to be used in the project, the process of handing over of this area to the

			local authority is in process. Apart from this, the Promoter declares that there is no reservation or acquisition on any part of the said land.
	Disclosure regarding mortgages / charge by Financial Institution/bank	4.10	Presently the Promoter has not raised any project loan for the Project and not created any charge in favour of any lender. The Promoter however reserves its rights to raise finance in future by mortgaging the said Project land/construction thereon & project receivable. In a such case, the Promoter shall ensure to obtain No objection Certificate (N.O.C) from such lender in their standard format with respect to the Said Apartment and the Allottee shall abide by the terms and conditions of such N.O.C.
	Disclosure regarding legal entity for residential & commercial buildings	4.11	The Promoter hereby declares that separate legal entity will be formed for each building. i.e. building A , building B and building C and together a Federation / Apex body will be formed (as applicable as per prevailing laws).
5.	Interest shown by the Allottee	5.1	AND WHEREAS Allottee was in search of residential premises in vicinity of Village Pirangut and that is when he came to know about the said project of the Promoter. The Promoter has disclosed entire information along with all sanctioned documents to the complete satisfaction of the Allottee and thereafter the Allottee has conveyed his readiness and willingness to purchase the Apartment No. \$SalesItemID on \$Floor in residential Building " \$BLDG " in the Phase I of the project known as " \$ProjectName " which is more particularly described in the Schedule C and location of the which is shown on authenticated copy sanctioned floor plan annexed herewith as " Annexure G1 "and Typical floor plan annexed herewith as " Annexure G2 "
6	Offer and acceptance	6.1	AND WHEREAS , in accordance with 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 Apartment
7	Willingness to enter into Agreement	7.1	AND WHEREAS , the Parties relying on the confirmations representation and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in these agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
8	Registration of Agreement	8.1	AND WHEREAS as per Section 13 of the Real Estate Regulation Act, the Promoter is required to execute a written agreement with the Allottee for the sale in respect of the said apartment and therefore, Promoter and the Allottee are executing present Agreement as a compliance thereof and they shall also register the said Agreement under Registration Act, 1908, with the concerned Sub Registrar Office, within a time limit prescribed under the Registration Act.

9	Entire Agreement	9.1	AND WHEREAS this Agreement along with its schedules and annexure's constitutes entire agreement between the parties with respect to the subject matter and supersedes any and all understandings, any other agreement, allotment letter, correspondences whether written or oral between the parties in regards to the said apartment.
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-			
Obligation of the Promoter:			
10.	Said Apartment	10.1	As per the interest shown by the Allottee in above mentioned clause, the Promoter has agreed to sell the apartment more particularly described in Schedule C subject to the consideration amount and payment schedule as detailed herein under.
	Development Works	10.2	The Promoter hereby assures to provide Internal and External Development in the Project more particularly described in Schedule D
	Internal Specification	10.3	The Promoter hereby assures to provide Internal Specifications to the apartment more particularly described in Schedule E
	Adherence to Sanctioned Plan & other permissions	10.4	The Promoter hereby assures that the Project will be developed and completed in accordance with the sanctioned plans as approved and revised by the local authority from time to time and shall follow the conditions mentioned in various permissions as mentioned above.
	Variation in carpet area	10.5	The Promoter hereby assures that after construction of the apartment, there shall not be variation of more than 3 % in the carpet area as mentioned in Schedule C . However, if there is any reduction in carpet area beyond the above mentioned variation limit, then the Promoter shall compensate the Allottee by issuing a refund of any such excess amount paid. If there is any increase in carpet area beyond the above mentioned variation then the Allottee shall pay the excess amount. This monetary adjustment shall be made at a rate equal to the consideration amount divided by the total area of apartment as mentioned in Schedule C .
	Possession date of the apartment	10.6	The Promoter hereby assures that they shall complete the construction and give possession of the said Apartment to the Allottee on or before If there is any delay in possession due to reasons other than those mentioned in clause hereunder then the Promoter hereby agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Maharashtra Real Estate (Regulation & Development) Rules on all amounts (excluding Government taxes and duties) paid by the Allottee for every month of delay till handing over of possession.
	Completion / Occupancy Certificate	10.7	The Promoter hereby assures to obtain all N.O.C's from various concerned Government authorities and shall submit the file to Local Authority for occupancy certificate. However, if, the local authority delays issuing the certificate beyond 21 days after submission of all required documents/N.O.C's for occupation, then same shall not be construed as delay on the part of the Promoter in obtaining Occupancy Certificate.

	Defect Liability Period	10.8	a) If within a period of five years from the date of handing over the Apartment to the Allottee, the 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 Allottee to received from the Promoter, compensation for such defect in the manner as provided under the Act. (b) Provided however, that the Allottee 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 Apartment /wing/phase of the said building which shall include but not limit to columns, beams etc., or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. 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 willful 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. (c)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 her/his/their Apartment are regularly filled with white cement/epoxy to prevent water seepage. (d)Further where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment/building /phase/wing, and if the annual maintenance contracts are not done/renewed by the Allottee the promoter shall not be responsible for any defects occurring due to the same. (e)That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartments/Apartments and the common project amenities wherever applicable. (f)That the Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the Apartment/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot
--	-------------------------	------	---

			be attributed to either bad workmanship or structural defect. (g) 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 jointly nominated surveyor who shall survey and access the same and shall then submit a report to state the defects (if any) in materials used, in the structure built of the Apartment/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.
	Formation of legal entity	10.9	The Promoter hereby assures that it will form separate Co-operative Society for each residential building within three months from the date on which fifty one percent of the total number of allottees in such a residential building have booked their apartment. However, any delay towards affixing signature of Allottee's on such society formation documents and procedural delays on account of Co-operative department will not be to the account of the Promoter. Further, apex body of such Co-operative Societies will also be formed after obtaining final occupation certificate of last Residential building.
	Conveyance to legal entity	10.10	The Promoter hereby assures to convey the respective building structure (excluding basement and podiums) to the respective society within a period of 2 years after occupancy certificate or after obtaining full and final consideration from all allottee's in that respective building whichever is later. The Promoter further assures that the entire undivided land underneath all residential buildings jointly along with amenities, utilities and services will be conveyed to the Apex body within a period of 2 years upon obtaining full and final occupation certificate as per future potential layout as mentioned as Annexure F from the local authority. The conveyance boundaries for the apex body of residential buildings are as per layout annexed herewith as Annexure H .
Obligation of the Allottee:			
11	Specific consent (along with this agreement)	11.1	In accordance with sub rule (4) of rule 4 of Maharashtra Real Estate (Regulation & Development) Rules,2017, the Allottee hereby gives specific consent to the local authorities and also to the Promoter and has No Objection against the Promoter for the following: • To construct the project as per the future potential layout annexed herewith as Annexure F. • Change in building / layout plans due to instructions received by local authority. • Minor additions or alteration in internal layout of flat. • Handing over area of amenity space to local authority in lieu of additional F.S.I. • To allow access through 12m adjoining internal road for existing and future projects of Vilas Javdekar Developers and other adjacent land owners.

			----- (Signature of Allottee) (This consent shall be construed as informed consent)
	Specific consent (when required later)	11.2	The Allottee hereby assures that in the event there is any consent that is required to be obtained under Real Estate Regulation Act, 2016 then in such event he accepts the procedure as mentioned and detailed hereunder. The Promoter shall send the proposed changes in the plan/specifications to the respective Allottee on their registered email address as mentioned in this agreement. Thereafter, the Allottee shall give its reply in writing to the said proposed changes within 7 days from the date of the successful delivery of the said e-mail to the Allottee and in case non reply/failure of Allottees to reply/respond to the said e-mail within 7 days as aforesaid then it shall be treated that the Allottee have given informed specific consent for the said change and thereafter Allottee shall not raise any dispute about the same in future. Notwithstanding anything contained hereinabove, Allottee agrees and accepts that unless and until proposed revision of sanctioned plans are not against the express provisions of the act they shall not withhold the consent.
	Possession of the apartment	11.3	The Allottee hereby assures that they shall take possession of the apartment within 15 days upon receiving written notice regarding readiness of the apartment for occupation. If the Allottee fails to take the possession of the apartment within such period then the Allottee shall be liable to pay interest charges for any such balance delayed amount at a rate equal to the rate as mentioned in the Maharashtra Real Estate (Regulation & Development) Rules and the same shall not construe as delay of handing over of possession by the Promoter.
	Consideration Amount	11.4	After due discussions, diligence and negotiations between the Promoter and the Allottee, the Allottee hereby agrees to purchase from the Promoter and the Promoter agrees to sell to the Allottee the Said Apartment for a lump sum consideration Rs. \$Quot /-(Rupees \$Amtquot) to be paid by the Allottee to the Promoter towards the said Apartment hereinafter referred to as the “ Consideration amount”. The Promoter specifically declares and the Allottee hereby understood and agrees that the consideration amount of said Apartment is inclusive of cost of Said Apartment and covered parking (if allotted), proportionate price of common areas & facilities which is detailed in Schedule D. The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.
	Payment Schedule	11.5	The Allottee hereby agrees and accepts to pay the consideration amount to the Promoter as per the payment schedule more particularly described in Schedule F.

	Early payment	11.6	If the Promoter completes the construction before time, then the Allottee hereby agrees and accepts to pay the consideration amount payable for early completed stage as per payment linked to said stage immediately on demand. No early payment discount will be offered in such case where construction has been completed before the agreed timeline. ----- (Signature of the Allottee) (I hereby specifically agree to make early payment in case of early completion)
	Taxes & Duties	11.7	The Allottee hereby agrees and accepts that the Consideration Amount excludes expenses for stamp duty, registration fees, Goods and Service Tax (G.S.T) or any other taxes applicable and in force today or those that may become enforceable and payable at any time in future. Taxes and duties are as per Government Policies, and are subject to change.
	Provisional Maintenance Amount	11.8	The Allottee hereby assures to pay provisional maintenance amount of Rs.1,25,000/- in addition to the consideration amount, Taxes & Duties mentioned above towards maintenance of the project in separate accounts as under: 1. Individual building account: Rs.43,000/- 2. Common Area account: Rs. 50,000/- 3. Environment Management Plan account: Rs.32,000/- This maintenance amount shall be deposited before handing over of possession of the said Apartment. This amount is not for any specific period of years and is only a provisional amount towards maintenance charges of the project.
	Incidental Payments	11.9	In addition to the consideration amount, maintenance amount, Taxes and duties mentioned above, the Allottee shall additionally pay to the Promoters, before delivery of possession of the said Apartment, the following amounts: i) Rs. 3,000/- Society formation /formation of Federation ii) Rs. 600/- Share Money iii) Rs. 10,000/- Legal Charges ===== Rs. 13,600 /- Total =====
	Payment period	11.10	The Allottee hereby assures to pay all the amount of instalments within 15 days from the date of receipt of the demand letter of instalment by the Promoters. In case of any delay beyond a period of 15 days, then interest charges as per Maharashtra Real Estate (Regulation & Development) Rules will be applicable.
	Payment of water charges, electricity,	11.11	The Allottee hereby assures to pay necessary water charges, electricity user meter charges and grampanchayat/local authority municipal tax as

	taxes etc		applicable.
	Repairs of the Apartment	11.12	The maintenance of Apartment is the primary responsibility of the Allottee and he shall always take necessary precautions and preventive measures to ensure that the Apartment is maintained in a good condition. He shall not cause any such activity that will be harmful to adjoining neighbours and for the building structure.
	Alteration in the Apartment	11.13	No addition or alteration will be carried out in the Apartment or building in which the Apartment is situated without the consent of the local authorities.
	Hazardous and dangerous goods storage	11.14	The Allottee shall not 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. In case any such damage is caused to the Apartment or to the building in which the Apartment is situated on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for any such consequences.
	Maintenance of the internal Apartment	11.15	The Allottee shall carry out at their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
	Preserving the aesthetics and elevation	11.16	The Allottee shall preserve the aesthetics of the elevations of the scheme no Allottee of the said Apartment shall be entitled to install Air Conditions Units, Window Air Conditioner Units thereby affecting the glass elevations at the frontage as well as affecting the common use of the passages, lobbies and common areas in the building. Such air conditioner units may be installed only at the space as may be provided by the Promoter.
	Demolition and common utilities maintenance	11.17	The Allottee shall not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other Manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoters and/or the Society or the Limited Company

	Cleanliness	11.18	The Allottee shall 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 said land and the building in which the Apartment is situated.
	Sub-let, transfer of rights	11.19	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 until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoters.
	Abiding by Society bye-laws or regulations of Apartment	11.20	The Allottee shall observe and perform all the rules and regulations which the Co-operative Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies.
General/ Miscellaneous stipulations			
12	Time Extension	12.1	The Promoters shall be entitled to get reasonable extension of time for giving possession of the apartment beyond date as mentioned above, if the completion of building in which the said apartment is 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 public or competent authority c. Delay in issuance of Completion Certificate due to reason/s not attributable to the non compliance of the Promoter.
	Name in which payment is to be drawn for Consideration Amount	12.2	Promoter specifically communicates to the Allottee that the Allottee shall make the payments for Consideration Amount to the Promoter by Demand Draft or by local cheques drawn in the name of Vilas Javdekar Eco Homes or by electronic mode of transfer. NEFT/ RTGS details are as under: i. Account Holder Name Vilas Javdekar Eco Homes ii. Bank Name -: iii. Branch -: iv. Account Number -: v. IFSC code.-: vi. Account type –
	Name in which payment is to be drawn for Taxes and Duties	12.3	Promoter specifically communicates to the Allottee that the Allottee shall make the payments for additional amount along with charges towards stamp duty, registration fees, Goods and Service Tax (G.S.T) to the Promoters by Demand Draft or by local cheques drawn in the name of or by electronic mode of

			transfer. NEFT/ RTGS details are as under: i. Account Holder Name ii. Bank Name -: iii. Branch -: iv. Account Number -: v. IFSC code -: vi. Account type -:
	Maintenance of the Project	12.4	Promoter shall be responsible for providing and maintaining the essential services out of provisional maintenance charges collected from the Allottees more particularly described in Schedule G, until Promoter hands over the maintenance account of the Project to Society and/or Apex Body as a case may be or till the provisional maintenance amount fund gets exhausted whichever is earlier . It is agreed and understood by the Allottee that the Provisional Maintenance Amount payable by the Allottee to the Promoter is not for maintaining the project for any particular years. Promoter hereby assures that the provisional maintenance fund shall be used for maintenance purpose only and Promoter shall maintain the separate bank account for the aforesaid maintenance amount received from all the Apartment Allottees and this maintenance fund will not be misused by the Promoter for any other purpose. Upon formation of Society as mentioned above, the Promoter shall hand over the individual building maintenance fund and balance (if any) to that respective Society and whereas common and Environmental Management Plan maintenance accounts will be handed over to the federation as and when it is formed. There will be no interest levied by the Allottee on the Promoter on the maintenance amount. Promoters shall have sole discretion to decide actual utilization of the maintenance charges collected from the Allottees and no Allottee shall be entitle to challenge the same on the ground of reasonability and/or preference.
	Maintenance responsibility of the Promoter ceases	12.5	Promoter specifically communicates to the Allottee that if Allottee fails and/or neglects to pay aforesaid expenses as and when demanded by the Promoters and/or concern authority then same shall be considered as material breach of these presents notwithstanding regular payment of Consideration Amount on agreed dates by the Allottees and in such case Promoter shall not be responsible for the maintenance of the said project.
	Mechanical Parking	12.6	Promoter specifically declares that in order to meet the parking requirements, the local authority has sanctioned pit puzzle mechanical parking. The details of the mechanical parking are as under: Platform size: 2.20m (W) x 4.9 m (L) x 2.25m (H) Car size: 1.8m (W) x 4.9 m (L) x 2.0m (H) Weight carrying capacity: 2.0 Tonnes Agency: Klaus/ PARI/Wohr or eq. *Tentative Annual Maintenance Charges per parking: Rs. 7,000/-

			*Tentative Operation charges: 500 /- per month per power pack. Mechanical parking maintenance charges will be borne by the society under common area expenses. The Promoter will not be responsible if the Society decides not to maintain the mechanical parking. *Note: These charges may vary and are subjective to the agency quote at the time of commissioning. ----- (Signature of the Allottee) (I hereby specifically agree to maintain the mechanical parking (if allotted) as per the terms and conditions of the parking vendor/ manufacturer.)
	Change in consultants	12.7	The Promoters shall have every right to change and appoint any new consultant as per his discretion & choice.
	Termination of Agreement by Promoter	12.8	Without prejudice to the right of the Promoter to charge interest on delayed payment, if the Allottee commits three defaults on making payment as per the stages mentioned Schedule F then the Promoter shall serve a notice of 15 days in writing to the Allottee informing its intention to terminate this Agreement and if the Allottee fails to rectify the breach as mentioned by the Promoter within a period of 15 days, then the Promoter shall be entitled to terminate this Agreement and deduct up to 10% of the Consideration Amount towards liquidated damages and other administrative expenses. Balance amount (if any) shall be refunded within 45 days of termination. In the event of termination Promoter is not responsible to refund any taxes and duties such as Goods and Service Tax (G.S.T), stamp duty and registration charges which were paid to the Government and the Allottee shall apply for refund at their own effort and cost.
	Cancellation of Agreement by Allottee	12.9	If the Allottee wishes to cancel the agreement due to reasons not attributable to the default of the Promoter, then the Promoter shall deduct 10% of the Consideration amount towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded after the apartment has been booked by other Allottee. In the event of cancellation by Allottee, the Promoter is not responsible to refund any taxes and duties such as Goods and Service Tax (G.S.T), stamp duty and registration charges which was paid to the Government and the Allottee shall apply for refund at their own effort and cost.
	Advertisement / Prospectus	12.10	It is specifically understood and agreed by the Allottee that the prospectus other advertising material published by the Promoters from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Promoters and Allottee. The details mentioned in Schedule D and E hereunder are considered as final, definitive duly negotiated and

			binding between the parties and supersedes all earlier communications.
	Entry of Promoters staff in the premises	12.11	Till the conveyance in favour of Federation is executed, the Allottee shall permit the Promoters and their surveyors, contractors, engineers and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view, examine and/or execute any changes as may required as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof.
	Movement of men and material.	12.12	The Allottee is well aware that the Promoter will construct buildings based on Future Potential as mentioned Annexure F. The Allottee assures that after possession of the Said Apartment he shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required to construct the future buildings. ----- (Signature of Allottee) (This consent shall be construed as informed consent)
	Water connection and charges	12.13	The Allottee is fully aware that water connection for Said Scheme is not yet obtained either from PMRDA/PMC/Grampanchayat and that the demand for water will be fulfilled either through bore-well or through tanker or any other available source. The Promoters will only create suitable infrastructure for treatment of this raw water, which will treat the water as per domestic and drinking consumption standards. The Allottee agrees to pay the necessary water charges, tanker charges and is fully aware about this fact and shall not take any objection regarding this matter and shall keep PMRDA/sanctioning authority/Promoters indemnified at all times . ----- (Signature of Allottee) (I hereby agree to pay necessary water charges as mentioned above)
	Enclosure of terrace and fine thereof.	12.14	The terrace space adjacent to the Apartment shall belong exclusively to the respective Allottee of the Apartment and such terrace spaces are intended for the exclusive use of the respective Allottee. The said terrace shall not be enclosed by the Allottee till the permission in writing is obtained from the concerned local authority and the Promoter or the Co-operative Society as the case may be shall be kept indemnified from any penal action at all times.
		12.15	None of the actions, concessions or indulgence shown by the Promoters shall be presumed and/or be treated and/or deemed to have been waived their preferential right or the right of pre-emption or the right of first refusal of the Promoters, agreed to herein by the parties hereto. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise

			or assignment in law, of the said premises or of the Said Property and building/s or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to the Allottee, and allotted areas such as upper terrace, open spaces, parking's, lobbies etc. will remain the property of the Promoters until the said Land is conveyed to the Federation of Co-operative Societies as agreed to be conveyed by the Promoters as per the terms and conditions of this agreement.
	Jurisdiction	12.16	This Agreement shall be governed by the laws of India and Courts of Pune shall have exclusive jurisdiction to try and entertain the dispute/s arising out of these presents.
	Registration	12.17	The Allottee and/or Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.
	Stamp Duty	12.18	The Allottee herein has paid stamp duty of Rs. \$SD /- (\$Sdamt)along with appropriate registration fees as per Maharashtra Stamp Act, 2015. However, if there is any increase in stamp duty by the Government at the time of registration of conveyance in favour of respective building and/or federation/Apex body, then such incremental stamp duty shall be borne and paid by the Allottee.
	PoA for admittance	12.19	Promoters have appointed Mr. Ganesh Sitaram Kangude to admit the execution of these presents by virtue of Power of Attorney registered in the office of the Sub-Registrar Haveli No. 21 at Serial No. 572/2017 on 13/01/2017 .

LIST OF SCHEDULES AND ANNEXURES

SCHEDULE – A

List of Deeds /Documents in favour of the Promoter

Gat No.	Acquired area (In Sq Mtr)	Document	Erstwhile Owners / Executed by	Document Registration No.
07/ & 508/ A1 to A5	4450	Joint Development Agreement	Mr. Abhay Nayan Bhalerao	5318/2013
		Power of Attorney		5319/2013
	1500	Joint Development Agreement	Mr. Rahul Nayan Bhalerao	5318/2013
		Power of Attorney		5319/2013

323		Correction deed		840/2014	
	730	Development Agreement	Smt Mangal Gansh Deo and others	858/2014	
		Power of Attorney		859/2014	
	850	Development Agreement	Smt. Chitra Vinayak Purohit and others	864/2014	
		Power of Attorney		865/2014	
	120	Development Agreement	Smt. Pramila Inamdar and others	16590/2017	
		Power of Attorney		16591/2017	
	507/& 508/A1 to A5	7050	Joint Development Agreement	Mrs. Radhika Madhur Ingalhalikar & Mrs. Gopika Tejas Kinjawdekar	16672/2017
			Power of Attorney		16673/2017
Total Area 14700 Sq. Mtrs.					

SCHEDULE – B

(SAID LAND)

All that piece and parcel of amalgamated land area admeasuring 14,700 Sq. mtrs. out of Gat No. 323, 507/& 508/A1, 507/& 508/A2, 507/& 508/A3, 507/& 508/A4 & 507/& 508/A5, Village Pirangut, Taluka Mulshi, District Pune.

On or towards East

: New Gat No. 508(P), 509, New Gat No. 322 (P)

On or towards South

: 12 Mtrs. Internal Road.

On or towards West

: 30 Mtrs. wide R. P. Road

On or towards North

: Road, New Gat No. 322 (P)

SCHEDULE – C

(SAID APARTMENT)

To be constructed upon the Said land described in the Schedule A above, as a part of Phase I of the Project named as YashONE.

Residential Building	Apartme nt Number	Floor No.	Carpet Area in Sq.m	Balcony/ Enclosed balcony area in Sq.m	Open Balcony Area in Sq.m	Covere d Parking No.
<u>\$BLDG</u>	<u>\$SalesIte mID</u>	<u>\$Flo or</u>	<u>\$Carpetin Meter Sq.m (\$CarpetAr ea sq.ft)</u>			

SCHEDULE- D
DEVELOPMENT WORKS OF THE PROJECT

- Staircases, lifts, lift lobbies, fire escape and common entrance and exits of buildings.
- Internal tremix roads
- Open space landscape area
- Club house
- Multipurpose Hall
- Children's play area
- Senior Citizen area
- Entrance Gate and Security cabin
- Electricity meter room
- Water tanks, sumps, motors, ducts and all apparatus connected with installation for common use.
- Landscaping
- Sewerage treatment plant
- Underground water tank & pump room
- Organic Waste composter
- Drainage system
- Electricity supply transformer
- Street lighting
- Rainwater harvesting
- Solar water heating system
- Fire fighting system

SCHEDULE – E
(INTERNAL SPECIFICATIONS OF FLAT)

- Gypsum finish surface to inner walls in the entire apartment
- All ceiling in the apartment finished in POP
- Oil Bond distemper to all inside walls
- External acrylic paint
- Granite kitchen platform with SS sink
- Glazed tiles up to 3ft. from kitchen platform
- Electrical points as per electrical layout.
- Washing machine , plumbing and electrical point in kitchen/ wash place
- Dual plumbing for water usage
- Flush cock in toilets
- Solar heated water for master toilet
- Both – side laminated main door and all internal doors in PVC membrane.
- Toilet door frames in granite
- All door fittings in brass/chrome plated cylindrical locks
- ELCB, MCB's
- Modular sockets and switches
- TV point in living room
- DG backup for building common area
- 24 x 24 inch vitrified tiles with matching 3 inch skirting in the entire apartment.
- 16 x 16 inch ceramic anti – skid tiles in wash place and terraces.
- 12 x 12 inch ceramic anti skid tiles in toilets.
- CPVC plumbing and sanitary ware
- Glazed tiles up to 7 feet high with CP fittings in toilets.
- Cockroach preventive traps
- Exhaust fan and electrical boiler points
- Sliding 3 – track, aluminum powder– coated windows along with mosquito mesh
- MS safety grills with oil paint to all windows
- Granite window sills from inside

SCHEDULE- F
(PAYMENT SCHEDULE)

Percentage	Stage
10%	Before Agreement
20%	Completion of plinth
10%	Completion of slab 1 st Floor
6%	Completion of slab 3 rd Floor
6%	Completion of slab 5 th Floor
6%	Completion of slab 7 th Floor
6%	Completion of slab 9 th Floor
6%	Completion of slab 11 th Floor
10%	Commencement of Brick work in the Said Flat
10%	Commencement of flooring or tiling in the Said Flat
5%	Commencement of painting in the Flat
3%	Architect & Civil completion of Apartment
2%	Occupancy Certificate by PMRDA
100%	Total

SCHEDULE – G
(MAINTENANCE SCHEDULE)

Following are the particulars and cost heads under each maintenance account

Individual/Respective building Maintenance

Sr. No.	Cost Head
1	Building housekeeping
2	Building security
3	Electricity charges for: a. Lift b. Passage area lighting c. Any other electrical appliance meant for the respective building d. Mechanical Parking Power pack (If allotted)
4	Annual maintenance charges for: a. Lift b. Solar water heater c. Mechanical Parking (If allotted)

Common Area Maintenance

Sr. No.	Cost Head
1	Common area housekeeping
2	Common area security
3	Electricity charges for: a. Street lighting b. Open space lighting c. Amenities

4	Annual maintenance charges for: a. Fire fighting b. Water treatment plant c. Water pumps d. Diesel generator
5	Water charges for tanker, water tax etc.
6	Diesel expenses for generator
7	Facility Manager & supervisory staff and its admin expenses
8	Water treatment plant consumables

Environment Management Plan/ Infrastructure

Sr. No.	Cost Head
1	Sewage treatment plant a. Electricity charges b. Maintenance charges c. Operator charges d. Water testing charges e. Spares & hardware
2	Environment monitoring charges a. Air test b. Raw water test c. Recycled water test d. Soil test e. Noise test
3	Landscaping charges: a. Gardner b. Fertiliser c. Red soil d. New plantation (if needed)
4	Solid waste management a. Waste segregation at OWC b. Garbage handling charges c. Handing over charges on Non-biodegradable waste. d. Disposal of e-waste in accordance with Rules.
5	Rain water harvesting : a. Rain water harvesting tank cleaning b. Recharge pits cleaning (pre and post monsoon) c. Flushing of bores

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THESE PRESENTS ON THE DAY, DATE AND PLACE MENTIONED HEREINABOVE.

M/s.VILAS JAVDEKAR ECO HOMES
 Through Authorised Signatory and Partner
 MR. ADITYA VILAS JAVDEKAR,

.....

 “PROMOTER” & Constituted
 attorney of “CONSENTING
 PARTY

 ALLOTTEE

Witnesses:

1. _____

2. _____

Name: _____

Name: _____

Address: _____

Address : _____