

AGREEMENT TO SALE

This Agreement to Sale is made and execute on this _____ day of _____ at Pune

M/S. SHAMRAJ CONSTRUCTIONS, a duly registered partnership firm under the provisions of the Indian Partnership Act, 1932, having its registered office at: 1207-A Apte Road Shiwajinagar Pune 411004,

PAN No. ABKFS4063J,

THROUGH PARTNER

MR. INDRAJIT VIKAS KULKARNI,

AGE: 35 YRS OCCUPATION: BUSINESS

AND

MR. YATIN SANJAY KULKARNI

AGE:29 YRS OCCUPATION: BUSINESS

Hereinafter called and referred to as the **DEVELOPER** [which expression shall unless repugnant to the context or meaning thereof means and include their legal heirs, legal representatives, executors, administrators, PURCHASER, Partners etc.] Party of the **FIRST PART**

AND

1) **MR.**.....

Age :..... Years Occupation:.....

PAN No. :

Residing at –.....

Email Id:

Mobile/Whatsapp No.....

2) **MRS.**.....

Age :..... Years Occupation:.....

PAN No.....
Residing at —.....
Email Id:
Mobile/Whatsapp No.....

Hereinafter referred to as **“THE PURCHASER/S”/ALLOTEE/s**
(which expression unless repugnant to the context or meaning thereof
shall mean and include his/her/their heirs, executors, administrators and
assigns)....**PARTY OF SECOND PART**

AND

1)**Shri Shreedhar Co-operative Society**

THROUGH POWER OF ATTORNEY HOLDER-

M/S. SHAMRAJ CONSTRUCTIONS, a duly registered partnership
firm under the provisions of the Indian Partnership Act, 1932, having
its Office at: 1207-A Apte Road Shiwajinagar Pune 411004, PAN No.

ABKFS4063J, **THROUGH PARTNER MR. INDRAJIT VIKAS
KULKARNI**, Age: 35 yrs. Occ.- Business **AND, MR. YATIN
SANJAY KULKARNI** Age 29 yrs, Occ:- Business.

Hereinafter called and referred to as the **CONSETING PARTY** [which
expression shall unless repugnant to the context or meaning thereof means
and include they themselves, their heirs, legal representatives, executors,
administrators etc.] Party of the **THIRD PART**

The Promoter and Allottee shall hereinafter collectively be referred to as the
“Parties” and individually as **“Party”**.

WHEREAS

(A) The land situated at village Dhankawadi, District, Pune, Taluka
Haveli bearing S.No.9, Hissa No.5, admeasuring 0 Ha 35 R was
originally owned by Mr. Kalu Tukaram Chavan and S.No.9,
Hissa No.7, admeasuring 0 Ha 91 R. was owned by Mr. Sadhu

Shripati Chavan, Kashinath Bala Chavan and Maruti Bala Chavan.

- (B) On 19.3.1966 Mr.Sadhu Shripati Chavan, Kashinath, Bala Chavan, Namdeo Kashinath Chavan, and Maruti Bala Chavan sold, conveyed and transferred the land bearing S.No. 9/7 owned by them to Mr. Ashokkumar Yadavrao Chavan and Krishna Kautik Mahajan and Smt. Shashikala Baburao Yewale. By Mutation Entry No. 895 the names of the Purchasers were mutated in the Revenue Records.
- (C) On 13.3.1967 Mr. Kalu Tukaram Chavan sold, conveyed and transferred the land bearing S.No. 9/5 owned by him to Mr. Ashokkumar Yadavrao Chavan and Krishna Kautik Mahajan and Smt. Shashikala Baburao Yewale. By Mutation Entry No. 894 the names of the Purchasers were mutated in the Revenue Records.
- (D) By Deed of Conveyance made and executed on 20/08/1970, the said Society purchased the said property from the Mr. Ashokkumar Yadavrao Chavan and others, the erstwhile owners. The said document is registered with the Sub Registrar of 'Assurances Haveli No.1 at Sr. No:4318/1970 on the even date. The society is in possession of the said property, as the absolute owner thereof. The name of the said Society has been duly mutated in Revenue Records vide Mutation Entry - Pherphar No. 1060 dated 12.9.1970 and certified on 31.7.1971. However the said document, either original or certified copy, was not made available for inspection to us.
- (E) The said Society obtained layout sanctioned from Pune Municipal Corporation vide No. D.P.O. 745/II/472 dt. 6-8-1994 for the area 12,600 sq. mtrs. leaving aside an area of 2094.42 Sq.

Mrs. for the D. P. Road, which is acquired by the Pune Municipal Corporation on 7.6.2008 by executing Sale Deed in favour of PMC which is registered with the Sub Registrar of Assurances Haveli No. 13, at Sr. No. 3868/2008 dated 7.6.2008; which is recorded vide mutation entry No. 11626 and certified by the Circle Officer, Hadapsar, on 20.6.2008, and the said area has been handed over to the PMC.

- (F) The said society obtained non-agricultural user permission from the Collector of Pune vide N.A. order No.PRE/NA/SR/361/I/2002 dt.29.6.2002, as per the order and terms conditions incorporated therein;
- (G) Since after purchase of land in the year 1970, on account of several hurdles, the then remoteness and isolation of area and economic condition of the members, the said society was unable to develop the land and on account of scarcity of water, the Pune Municipal Corporation, has restricted the potentiality of the construction and as such, the Society was compelled to change the classification of the society from plot-holder society to flat-holder society by passing resolution in the Special General Body Meeting dated 22/5/2004 which was finally approved by the Registrar of Co-operatives No.1 vide his Order dated 16/9/2004 which was passed vide No.Pune City/PND/7/572/2004 on 16/09/2004;
- (H) Pursuant to the resolution passed in the Special Annual General Meeting of the said Society dated. 12/6/2005, agreed to entrust development rights in favour of Shamraj Construction, a registered partnership firm, registered under Indian Partnership. Act, having its registered office at "Rugved", Dahanukar Colony, Lane No.3, Kothrud, Pune - 411 038, through its partners.

- (I) The said Society executed Development Agreement on 01/12/2005 in favour of Shamraj Construction, also executed Irrevocable Power of Attorney. Both documents are registered in the Office of Sub-Registrar of Assurances, Haveli No. 01 at Sr. No. 7307/2005 and at Sr. No. 7308/2005 respectively on 02/12/2005. Thereafter as the area of Survey No. 9/7 was wrongly mentioned as 1 Ha 10 R and total area 1 Ha 45 R in the above Development Agreement, both the parties executed Deed of Correction dated 24.5.2007 which was registered with the Sub Registrar Haveli No.XIII at Sr. No. 3445/2007 for correcting the area of Survey No. 9/7 as 0 Ha 91 R and total area of 1 Ha 26 R i.e. 12,600 Square Meters.
- (J) The society in the meeting of the Managing committee resolved and agreed to modify the Development Agreement dtd.1/12/2005 by executing supplementary agreement so as to modify the terms of the Agreement.
- (K) And the Society and the members along with the Developer finally chalked out a scheme, and thereby allowed the members either to transfer their right-title-interest and/or resign from the membership paying away to get their money, secured within a reasonable time and all the parties finally settled the terms and agreed to record the same by the Supplementary Agreements.
- (L) The details of those members of the said Society who have surrendered their membership vide various agreements.
- (M) All the said outgoing members are replaced by new incoming members simultaneously, who have been accorded membership of the said society.

- (N) On the date of commencement of the ULC Act, 1976 the said Society was plot holders Society, as envisaged by the ULC. Act, 1976, the provisions of the said Act are not applicable to the said Property.
- (O) As per the decree of the Civil Judge Sr. Division Pune, compromise was arrived between the promoter: and developer, society and Smt. Sushila Shreekant Tole and her son Mr. Vikram alias Ganesh Shreekant Tole in Special Civil Suit No. 533/2013 dated 4.3.2015. The plots of Smt. Tole and her son are not subject matter of development and the development is excluding their 2 plots viz. 5 and 6.
- (P) The building plan has been sanctioned by the Pune Municipal Corporation vide its No. CC/4884/06 dated 30.3.2007 and is further revised by the Pune Municipal Corporation vide its No. CC/2044/10. dated 24.9.2010, which is further subdivided into Plot A, Plot A1, Plot A2 and Plot B. Plot A1 and Plot A2 are kept aside for Smt. Tole and her son Vikram alias Ganesh Shreekant Tole. Plot A has building plans sanctioned on it vide CC/0535/17 dated 28.04.2017. Plot B is a separate plot of 3440.10 sqm and is subject matter of this title report. Pune Municipal Corporation has sanctioned Building plan on the said Plot B vide CC no CC/0401/23 Dated 19/05/2023.
- (Q) The following things regarding the title to the said Property are to be noted –
- (i) Any covenants affecting the said property.(As mentioned in the Development Agreement)
 - (ii) Any impediments attached to the said property (NIL)

- (iii) Number and Area Occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property. (Nil / There are no tenants)
- (iv) Details of illegal encroachment on the said property (Nil)
- (v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained. (Nil)
- (vi) Details of mortgage or lien or charge on the said property. (Nil)

AND WHEREAS The Promoter is entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove;

AND WHEREAS The Promoter is in possession of the project land.

AND WHEREAS the Promoter has proposed to construct on the project land admeasuring 3440.10 sq.meters (with sanctioned Built up Area of 6122.25 sqm) Three Residential/Commercial(mixed use) buildings namely WingA, WingB and Wing C having Basement Parking + Ground Parking/Shopping + Stilt Parking + 12 upper residential floors having total proposed built up area of 14077 Sq.mtrs further revised sanction will be taken by utilizing the FSI, TDR, Ancillary FSI, Premium FSI upto total of 7954.75 sqm. as per As per **Annexure C-2**

AND WHEREAS the Allottee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said “Apartment”) in the wingA/Wing B/Wing C of the Building called “TRIDENT”-Wing A/B/C (herein after referred to as the said “Building”) being constructed by the Promoter.

AND WHEREAS The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and

such Agreement is as per the Agreement prescribed by the Council of Architects.

The project “TRIDENT” Wing-A, B and C being developed on the said Land is registered under the provisions of The Real Estate (Regulation and Development) Act, 2016 bearing Registration No. **(MAHARERA REGISTRATION NUMBER)**. Attached as **Annexure F**

AND WHEREAS the Promoter herein has appointed Mr. Umesh Joshi of J+W consultants, having address at: Office No.201, Sai Radhe, 2nd Floor, 100-Kennedy Road, Behind Hotel Sheraton Grand, Pune-411001 as its Structural Engineer for the preparation of the drawings and structural design of the building which is under construction on the said land and have agreed to accept their professional services and supervision of the Architect and the structural Engineer till the completion of the buildings.

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

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

AND WHEREAS the authenticated copies of **Certificate of Title** issued by the attorney at law or advocate of the Promoter, authenticated copies of **Property card** showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.

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

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

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

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain 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 Allottee has applied to the Promoter for allotment of an **Apartment No. _____** on _____ **floor** in **Wing A / Wing B / Wing C** situated in project 'TRIDENT' being constructed on the said land,

AND WHEREAS the **carpet area of the said Apartment is _____ square meters** and "carpet area" means the net usable floor area of an

apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment. The area of exclusive balcony appurtenant to the said Apartment is _____sq mtrs.

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

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at **MAHARERA no.**_____;

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

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

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

1. The Promoter shall construct the said buildings/Wings consisting of One basement Parking and ground Shopping and Parking Floor and Stilt Parking floor and, and 12 upper residential floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the 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.

1) (a)

- i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the type 2BHK/3BHK/Shop of carpet area admeasuring sq. meters and area of exclusive balcony appurtenant to the said Apartment admeasuring _____sq mtrs on floor in the Wing-A/Wing-B/Wing-C (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 and C-3 for the consideration of Rs. including Rs. 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.**

ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Parking bearing Nos _____ situated at _____ Basement and/or Ground and /or _____ Stilt and or Open Parking No_____ being constructed in the layout for the consideration of Rs. _____/-

iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Independent/Dependant mechanical covered parking spaces bearing Nos _____ situated at _____ Basement and/or Ground and /or _____ Stilt being constructed in the layout for the consideration of Rs. _____/-

1) (b)

The total aggregate consideration amount for the apartment including Mechanical covered parking spaces is thus Rs. _____/- Which is to be made payable to RERA collection account named “M/s Shamraj Constructions Trident”

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) in the following manner :-

i) Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement

ii) Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the wing in which the said Apartment is located.

iii) Amount of Rs...../-(.....) (not exceeding 50% of the total consideration) to be paid to the Promoter on completion of the First

slab of the habitable floor of the wing in which the said Apartment is located.

- iv) Amount of Rs...../- (.....) (not exceeding 55% of the total consideration) to be paid to the Promoter on completion of the Fourth slab of the habitable floor of the wing in which the said Apartment is located.
- v) Amount of Rs...../- (.....) (not exceeding 60% of the total consideration) to be paid to the Promoter on completion of the Seventh slab of the habitable floor of the wing in which the said Apartment is located.
- vi) Amount of Rs...../- (.....) (not exceeding 65% of the total consideration) to be paid to the Promoter on completion of the Tenth slab of the habitable floor of the wing in which the said Apartment is located.
- vii) Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- viii) Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- ix) Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- x) Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the wing in which the said Apartment is located..

xi) Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the wing in which the said Apartment is located.

xii) Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1) (d)

The total price above excludes Taxes (Consisting of tax paid or payable by the promoter by way of Value added Tax, Service Tax, Goods and Service Tax(GST) and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

1) (e)

The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments/demand notes.

1) (g)

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

1. (h)

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.

2.

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

2.2. Time is essence 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 to the Allottee and the common areas to the

association of the allottees after receiving the occupancy certificate. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 6122.25 square meters only and Promoter has planned to utilize Floor Space Index of 7954.75 Sq Meters by availing of TDR and FSI available on payment of premiums and FSI available as incentive FSI by implementing various scheme as mentioned in the Unified 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 of 14077 Sq Mtrs 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.

4.

- 4.1. If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this

Agreement from the date the said amount is payable by the allottee(s) to the 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, 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, 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 with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure 'E'**, annexed hereto

6. The Promoter shall give possession of the Apartment in the project Trident to the Allottee on or before **31 December 2028**.

If the Promoter fails or neglects to give possession of the Apartment 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 with interest at the same rate as may mentioned in the clause 4.1 herein above from the respective dates the Promoter received the sum till the dates the amounts and interest thereon is repaid.

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

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

7.

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, to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on 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 within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy.
- 7.3. **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4. 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 shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence for residential flats and for purpose of office/show-room/shop/godown for ground floor shops to carrying on any business. He shall use the parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association of Apartments or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and

execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association of Apartments or Limited Company and for becoming a member, including the bye- laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

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

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

9.3. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment 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) of outgoings in respect of the project land and Wings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks

bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Association of Apartments or Limited Company 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. 2500 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/assignment of lease of the structure of the building or wing is executed in favour of the society or Association of Apartments or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or Association of Apartments or the Limited Company, as the case may be.

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

- (i) Rs. 1000 for share money, or application entrance fee of the Society or Association of Apartments or Limited Company/Federation/ Apex body.
- (ii) Rs. 2000 for formation and registration of the Society or Association of Apartments or Limited Company/Federation/ Apex body.
- (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Association of Apartments or Limited Company/Federation/ Apex body

- (iv) Rs. 30,000 for deposit towards provisional monthly contribution towards outgoings of Society or Association of Apartments 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

11. The Allottee shall pay to the Promoter a sum of Rs. 1500 for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, or Association of Apartment or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

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

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has

the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land 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, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :
- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the

construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the 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 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 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 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 Promoter and/or the Society or association of Apartments of the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building/wing in which the Apartment is situated
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building/wing in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for 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 until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or Association of Apartments or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of

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

- xi. Till a conveyance of the structure of the building/wing in which Apartment is situated is executed in favour of Society/Association of Apartment/Limited company, 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
- xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Land and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be

sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Association of apartment/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

18. 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 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.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO 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, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain

valid and enforceable as applicable at the time of execution of this Agreement

23. 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 Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in promoters office in 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.

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

27. That all notices to be served on the Allottee and 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:

Name of Allottee

Allottee's Address

Notified Email ID:_____

Name of Promoter:- M/s Shamraj Constructions

Address of Promoter:- 1207-A Samadhan, Apte Road Pune 411004

Notified Email ID: shamrajtrident@gmail.com

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.

28. 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.

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution :- Any dispute between parties shall be settled amicably.

In case of failure to settled the dispute amicably, which shall be referred to the MAHARERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

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

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

FIRST SCHEDULE (LAND)

All that piece and parcel of Plot bearing CTS 171, Plot B Shri Shreedhar Cooperative housing society Dhankawadi admeasuring 3440.10 Sq. Mts. Tal. – Haveli, Dist. – Pune and situated within the local limits of Pune Municipal Corporation and Sub-Registrar Haveli, Pune and bounded as under-

On and towards East	: 18 m DP Road
On and towards South	: Open Space and Plot A A1 A2
On and towards West	: S No 9 hissa no 6
On and towards North	: Manavendra society

SECOND SCHEDULE

A] COMMON AREAS AND FACILITIES :

1. The entire land for the project described in First Schedule above.
2. The stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings/Wings;
3. The common basements, play areas;
4. Installations of central services such as electricity, water and sanitation and incinerating, system for water conservation and Solar energy;
5. The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
6. all community facilities as provided in the real estate project;
7. all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;
8. The footings, RCC structures and main walls of the building.
9. Compound walls, fencing and gates.
10. Common Top Terrace

B] LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units.

- 2. Terraces adjacent to the terrace flats shall exclusively belong to such respective flats.
- 3. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.
- 4.

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

M/s. SHAMRAJ CONSTRUCTIONS, a Partnership Firm Through its Partner: MR. INDRAJIT VIKAS KULKARNI (DEVELOPER)		
Photograph	Signature	Thump Impression
PROFORMA		
M/s. SHAMRAJ CONSTRUCTIONS, a Partnership Firm Through its Partner: MR. YATIN SANJAY KULKARNI (DEVELOPER)		
Photograph	Signature	Thump Impression

(PURCHASER)		
Photograph	Signature	Thump Impression

(PURCHASER)		
Photograph	Signature	Thump Impression
PROFORMA		

M/s. SHAMRAJ CONSTRUCTIONS, a Partnership Firm Through its Partner: MR. INDRAJIT KULKARNI (CONSENTING PARTY)		
Photograph	Signature	Thump Impression

M/s. SHAMRAJ CONSTRUCTIONS, a Partnership Firm Through its Partner: MR. YATIN KULKARNI (CONSENTING PARTY)		
Photograph	Signature	Thump Impression

Witnesses:

1] Signature _____
Name _____
Address _____

2] Signature _____
Name _____
Address _____

PROFORMA

Signature

Shamraj Constructions



Through its Partner and Authorized Signatory Indrajit Kulkarni