

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and executed at Pune on _th
_____day of May of 2026.

BETWEEN

M/S. YASHODHA REALITY

A registered partnership firm, as per
provisions of Partnership Act, 1932 having
its office at:- Plot No. 17, Gat No. 571,
Shantivan Homes, Near Ajmera Exotica Society,
Kesnand Fata, Wagholi, Pune- 412207
PAN No.- AADFY6586G
Through its Partners

1] MR. NATRAJ SHAMRAO SATAV

Age – 44 years, Occ. : Agriculture and Business,
R/at:- Dhomkhel Vasti, Awhalwadi, Wagholi,
Pune - 412207
Aadhar No. 2510 9868 9014

2] MR. RAHUL KAILAS SATAV

Age - 44 years, Occ. : Agriculture and Business,
R/at:- 205, Dhomkhel Vasti, Awhalwadi,
Wagholi, Pune- 412207
Aadhar No. 9406 7893 3398

3] MR. RAJESH MAHADEO CHILHATE

Age – 43 years, Occ. : Agriculture and Business,
R/at:- Geras Greens Ville, Survey No. 64,
Paradise No. 75, Kharadi, Pune- 411014
Aadhar No. 4206 9546 3029

4] MR. SHASHIKANT ROHIDAS SATAV

Age - 39 years, Occ. : Agriculture and Business,
R/at:- Nagar Road, Kesnand Fata, Kalubai Nagar,
Wagholi, Pune- 412207
Aadhar No. 8549 3356 8252

Hereinafter referred to as the "**OWNER / PROMOTER / DEVELOPER**" (which expression unless repugnant to the context or meaning thereof shall mean and include its present and future partners and their legal heirs, executors, administrators etc.)

... OF THE ONE PART

AND

1] MR. BHAIRU MAHADEV SHINGATE

Age – 35 years, Occ. : Service,
PAN : EWKPS2734B
Aadhar: 9809 1015 1662

R/at- Dhaiphal, Osmanabad,
Maharashtra- 413525

Hereinafter referred to as the "**THE ALLOTTEE/S**" "**PURCHASER/S**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/ her/ their legal heirs, executors, administrators)

.... OF THE SECOND PART

WHEREAS all that piece and parcel of land bearing Gat No. 566 (Survey No. 77/1) area admeasuring 00 H 37.32 Ares That is 3732 Sq. mtrs., assessed at Rupees 00 Paise 18, out of total land admeasuring 04 H 94 Ares, situated at village Wagholi, Taluka Haveli, District Pune, and within the extended limits of Pune Municipal Corporation which is more particularly described in the Schedule hereunder written [Hereinafter referred to as **“Said Property”**]. The said property is owned and possessed by Owner/Developer/Promoter herein.

AND WHEREAS as per the 7/12 extract old Survey No. 77/1 area admeasuring 12 Acres 8 Gunthe was owned by Mr. Amrutrao Sambhajirao Jadhavrao and he held the same as Inam Class 6 Patil Vatandar.

AND WHEREAS Mr. Amrutrao Sambhajirao Jadhavrao died leaving behind him his legal heir Mr. Jaysinghrao Amrutrao Jadhavrao and name of Mr. Jaysinghrao Amrutrao Jadhavrao mutated on 7/12 extract vide mutation entry No. 4608.

AND WHEREAS the owner Mr. Jaysinghrao Amrutrao Jadhavrao had not paid the Occupancy price in respect of Survey No. 77/1 within the prescribed period, i.e. on or before 31/07/1969, as required under the Provisions of Maharashtra Revenue Patil Inam Abolition Act, 1961. Consequently, the name of Mr. Jaysinghrao Amrutrao Jadhavrao was bracketed and name of Sarkari Akari Pad was recorded in the 7/12 extract vide mutation entry No. 7371 dt. 13/12/1970.

AND WHEREAS upon implementation of the consolidation scheme in Mouje Wagholi, the property bearing Old Survey No. 77/1 was allotted as new Gat No. 566.

AND WHEREAS Mr. Jaysinghrao Amrutrao Jadhavrao paid the required amount to the Government on 03/09/1984 and accordingly, by an Order dated 11/12/1984 passed by Collector read with the Order of Tahsildar, Haveli dt. 26/12/1984 the said land was regranted on New Tenure in favour of Mr. Jaysinghrao Amrutrao Jadhavrao vide mutation entry No. 978 dt. 15/01/1985.

AND WHEREAS Mr. Jaysinghrao Amrutrao Jadhavrao died on 28/01/1986 leaving behind him his legal heirs Mr. Vijaysinghrao Jaysinghrao Jadhavrao, Smt. Indumati Jaysinghrao Jadhavrao, Mrs. Premlata Ajitrao Nimbalkar and Mrs. Mrunalini Rajendra Ghatage and accordingly name of Mr. Vijaysinghrao Jaysinghrao Jadhavrao, Smt. Indumati Jaysinghrao Jadhavrao, Mrs. Premlata Ajitrao Nimbalkar and Mrs. Mrunalini Rajendra Ghatage was mutated in 7/12 extract vide mutation entry No. 1144.

AND WHEREAS as per the Order bearing No. TahaV/Kavi/76/2000 issued by Tahsildar dated 02/01/2002 land bearing Gat No. 566 was regranted on Old Tenure vide mutation entry No. 583 dt. 06/02/2003.

AND WHEREAS Smt. Indumati Jaysinghrao Jadhavrao died on 21/08/2010 leaving behind her legal heirs Mr. Vijaysinghrao Jaysinghrao Jadhavrao, Mrs. Premlata Ajitrao Nimbalkar and Mrs. Mrunalini Rajendra Ghatage and accordingly name of Mr. Vijaysinghrao Jaysinghrao Jadhavrao, Mrs. Premlata Ajitrao Nimbalkar and Mrs. Mrunalini Rajendra Ghatage mutated in 7/12 extract vide mutation entry No. 10257.

AND WHEREAS Mrs. Premlata Ajitrao Nimbalkar died on 05/05/2018 and by will dated 28/08/2014 which is registered in the office of Sub Registrar Haveli No. 15 at Serial No. 6252/2014 she bequeathed her entire share in the said land to her husband Mr. Ajitrao Nimbalkar and accordingly name of Mr. Ajitrao Nimbalkar mutated in 7/12 extract vide mutation entry No. 13408.

AND WHEREAS Mr. Ajitrao Nimbalkar and others executed Development Agreement and Power of Attorney in respect of said land in favour of Paranjape Schemes (Construction) Ltd. which is registered in the office of Sub Registrar Haveli No. 15 at Serial No. 6997/2015 and 6998/2015 dt. 10/06/2015. Aforementioned Development Agreement and Power of Attorney have been cancelled vide Cancellation Deed dated 26/02/2024, registered in the office of Sub Registrar Haveli No. IV at Serial No. 4689/2024 and 4690/2024 respectively.

AND WHEREAS Paranjape Schemes (Construction) Ltd. has mortgaged said land vide Mortgage Deed which is registered in the office of Sub Registrar Bhore at Serial No. 4586/2014 dt. 20/11/2014 and 2622/2015 dt. 28/07/2015 in favour of ILFS Trust Company Ltd. It is further seen that Reconveyance Deed executed by the said Mortgage on 28/03/2024 and same has been registered in the office of Sub Registrar Haveli No. 4 at Serial No. 8107/2024.

AND WHEREAS Mr. Vijaysinghrao Jaysinghrao Jadhavrao died on 13/02/2023 leaving behind him his legal heirs Kunal Vijaysingh Jadhavrao, Abhishek Vijaysingh Jadhavrao and Smt. Rajashri Vijaysingh Jadhavrao and accordingly name of Kunal Vijaysingh Jadhavrao, Abhishek Vijaysingh Jadhavrao and Smt. Rajashri Vijaysingh Jadhavrao were mutated in 7/12 extract vide mutation entry No. 19070.

AND WHEREAS Mr. Sangram Nasrsingrao Jadhavrao and other claimed ownership share in said land and filed Special Civil Suit No. 933/2023. The same has been withdrawn unconditionally by Plaintiffs vide Purshis at Exhibit 35 and Order has been passed by Court on 10/07/2024.

AND WHEREAS as per the Order bearing No.

Watan.KaVi/79/2024 issued Upper Tahsildar Office, Lonikalbhor dated 06/03/2025 the amount of said land which is equal to 50% of the Ready Reckoner Rate of Said Land has been paid by the owners of said land to Government for and towards conversion of said Land to Free Hold/Class I Occupancy and effect thereof has been given on 7/12 extract vide mutation entry No. 22129 dt. 11/03/2025.

AND WHEREAS Kunal Vijaysingh Jadhavrao, Abhishek Vijaysingh Jadhavrao, Smt. Rajashri Vijaysingh Jadhavrao, Mrs. Mrunalini Rajendra Ghatage and Mr. Ajitrao Nimbalkar sold Gat No. 566 area admeasuring 00 H 37.32 Ares on 12/03/2025 in favour of M/S. YASHODHA REALITY through its partner by virtue of registered Sale Deed which is registered in the office of Sub Registrar Haveli No. 15 at Serial No. 5857/2025 dt. 24/03/2025. And accordingly name of M/S. YASHODHA REALITY mutated in 7/12 extract vide mutation entry No. 22220.

AND WHEREAS, the Party of the First Part herein being the Owner/Developer/Promoter prepared plans for the proposed building consisting of Flats/Units to be constructed on the “Said Property” and submitted for getting the sanction, which are duly approved by the Competent Authority i.e. by Pune Metropolitan Region Development Authority, Pune vide **its outward no. PMRDA/B/2025/APL/01695 dated 06/10/2025, and further got the permission to use the said Property for nonagricultural purpose vide outward No.**

PMRDA/NA/SR/51/2025 dt. 16/10/2025. In addition to this, the Party of the First Part herein being the Developer is intending to obtain approval/sanction on the “Said Property” from the Competent Authority i.e. by Pune Metropolitan Region Development Authority, Pune / Pune Municipal Corporation as per the potential of the said property and as per UDCR. The Owner/Promoter/Developer evolved a scheme under the name and style **“YASHODHA EAST RISE”** thereon for constructing

Residential and Commercial building No. A and B on the project land having **Lower Parking + Upper Ground Floor + First floor consisting of 42 Commercial Shops in Wing A and B + above 10 Floors consisting of 50 residential flats/Units in Wing A**, construction of which is already started having good progress towards completion of the building.

AND WHEREAS, the Allottee is offered a **Flat/Unit No. A-304**, (herein after referred to as the said “Flat/Unit”) of the Project called **“YASHODHA EAST RISE”** (herein after referred to as the said “Project”) being constructed in the project by the Owner/Promoter/Developer.

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

AND WHEREAS, the OWNER/PROMOTER/ DEVELOPER has registered the project under the provision of the Act with the Real Estate Regulatory Authority at Pune **No.PR1260002501967**; authenticated copy is attached in Annexure “F”;

AND WHEREAS, the OWNER/PROMOTER/DEVELOPER has appointed a structural Engineer for the preparation of the structural design and drawings of the Flat/ Unit and the OWNER/PROMOTER/DEVELOPER accept the professional supervision of the Architect and the structural Engineer till the completion of the all Flat/ Unit.

AND WHEREAS, the OWNER/PROMOTER/DEVELOPER i.e. the Party of the First Part has exclusive right to sell the Flat/ Unit to be constructed by the OWNER/PROMOTER/DEVELOPER on the project land and to enter into Agreement with the allottee of the Flat/Unit to receive the sale consideration in respect thereof;

AND WHEREAS, on demand from the Allottee, the OWNER/PROMOTER/DEVELOPER has given inspection to the Allottee of all documents of title, relating to the i.e. “Said Property” and the plans, designs and specifications prepared by the OWNER/PROMOTER/DEVELOPER Architect viz. Atit Admulwar CA/2008/41887- registered with the Council of Architects and of such other documents as are specified under The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964 (hereinafter referred to the said Act) and rules and regulations made thereunder;

AND WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the PROMOTER/DEVELOPER, authenticated copies of the village forms property card showing the nature of the title of the OWNER/PROMOTER/DEVELOPER to the “Said Property” on which the Flat/Unit are to be constructed have been annexed hereto as Annexure A and B respectively.

AND WHEREAS, the authenticated copies of the plan 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 OWNER/PROMOTER/ DEVELOPER and according to which the construction of the Flat/ Unit and open spaces/ Amenities 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 **Flat/ Unit No. A-304** 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 OWNER/PROMOTER/DEVELOPER has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said

proposed Flat/Unit and shall obtain the balance approvals from various Competent Authorities from time to time including revised permissions to minor deviations, so as to obtain Project Completion Certificate or Occupancy Certificate of the said project viz. **“YASHODHA EAST RISE”**.

AND WHEREAS, while sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the OWNER/PROMOTER/DEVELOPER while developing the project land i.e. the Said Property and upon due observance and performance of which only the Completion or Occupancy Certificate in respect of the said Flat/Unit shall be granted by the concerned local authority;

AND WHEREAS, the OWNER/PROMOTER/DEVELOPER has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

AND WHEREAS, the Allottee has applied to the OWNER/PROMOTOR/DEVELOPER for allotment of a **Flat/Unit No A-304**, in the project known as **“YASHODHA EAST RISE”** being constructed on the i.e. “Said Property” and flat which is the subject of this Agreement is more particularly described in the Schedule A written hereunder [hereinafter referred to as **“Said Flat”**].

AND WHEREAS, the carpet area of the said **Flat/Unit No. A-304** is **62.93 Sq. Meters i.e 677.37 Sq. Ft.** along with Open balcony area **adm.7.69 Sq. Meters i.e 82.77 Sq. Ft. Total usable floor area of said Flat No. A-304 in Wing No.“A” on Third Floor (3rd Floor) is 70.62 Sq. Meters i.e 760.14 Sq. Ft.** and "carpet area" means the net usable area of an Flat/Unit excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Unit for exclusive use of the Allottee or

verandah area and exclusive open terrace area appurtenant to the said Flat/Unit for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat/Unit;

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 OWNER/PROMOTER/ DEVELOPER a sum of **Rs.1,79,156/- (Rupees One Lakh Seventy Nine Thousand One Hundred Fifty Six Only)**, being part payment of the sale consideration of the said Flat/ Unit agreed to be sold by the OWNER/PROMOTER/DEVELOPER to the Allottee as advance payment or Application Fee (the payment and receipt whereof the OWNER/PROMOTER/DEVELOPER both hereby admit and acknowledge) and the Allottee has agreed to pay to the OWNER/PROMOTER/DEVELOPER the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS the OWNER/PROMOTER/DEVELOPER has registered the project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at **No. PR1260002501967**.

AND WHEREAS under section 13 of the said Act the OWNER/PROMOTER/DEVELOPER is required to execute a written Agreement for Sale of said Flat/Unit 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 OWNER/PROMOTER/DEVELOPER hereby agrees to sell and the Allottee hereby agrees to purchase the Flat/ Unit.

If the Agreement for Sale is cancelled by the Allottee after execution, the Promoter shall be entitled to forfeit the booking amount in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 and the applicable rules, and the remaining amount shall be refunded to the Allottee

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

1. THE OWNER/PROMOTER/ DEVELOPER shall construct the said Flat/Unit on the project land i.e. on the Said Property. Whereas Flat/ Unit having Residential and Commercial building No. A and B on the project land having **Lower Parking + Upper Ground Floor + First floor consisting of 42 Commercial Shops in Wing A and B + above 10 Floors consisting of 50 residential flats/Units in Wing A**, more additional floors for the proposed development of Flat/Unit on the "Said Property" from the Competent Authority i.e. by Pune Metropolitan Region Development Authority, Pune as per the future available FSI &/or TDR. In accordance with the plans, designs and specifications as may be approved by the concerned Competent Local Authority from time to time.

Provided that the OWNER/PROMOTER/DEVELOPER shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat/ Unit of the Allottee except (i) 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
OWNER/PROMOTER/DEVELOPER and the
OWNER/PROMOTER/ DEVELOPER hereby agrees to sell to the
Allottee **Flat/ Unit No. A-304** of carpet area admeasuring **62.93**

Sq. Meters i.e 677.37 Sq. Ft. along with Open balcony **area adm.7.69 Sq. Meters i.e 82.77 Sq. Ft. in Wing No.“A” on Thrid Floor (3rd Floor)** with One Coverd Car Parking in the Project **“YASHODHA EAST RISE”** (hereinafter referred to as "the Flat/ Unit") as shown in the sanction plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of **Rs.56,87,500/- (Rupees Fifty Six Lakh Eighty Seven Thousand Five Hundred Only)** including **Rs.56,87,500/-** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Flat/ Unit including the proportionate price of the common areas and facilities and Amenities should be shown separately).

- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell/allot to the Allottee covered parking space admeasuring 110 sq. ft. having 14’6 ft. length x 7’6” ft. breath x 8 ft. vertical clearance and situated at parking floors being constructed in the layout and the price of which is included in the lumsum consideration of the said Flat.

1(b) The total aggregate consideration amount for the Flat/Unit is thus **Rs.56,87,500/- (Rupees Fifty Six Lakh Eighty Seven Thousand Five Hundred Only)**

1(c) The allottee has paid on or before execution of this Agreement a sum of **Rs.1,79,156/- (Rupees One Lakh Seventy Nine Thousand One Hundred Fifty Six Only)**, not exceeding 10% of the total consideration) as advance or Application Fee payment by NEFT TRAN NO.IDFB610578111711 dated 15/04/2026. The Allotte/s hereby agrees to pay to that Promoter the balance amount of **Rs.55,08,344/- (Rupees Fifty Five Lakh Eighty Thousand Three Hundred Forty Four Only)**, and shall be deposited in RERA Designated Collection Bank Account HDFC Bank, Wagholi, Pune

Branch having IFS Code- HDFC0009332 situated at Wagholi Pune.
 In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No.50200116566554 and YASHODHA REALITY RERA DCA YASH EAST RISE respectively.

Allottee hereby agrees to pay to that Promoter the said balance amount in following manner:-

PARTICULARS OF PAYMENT –

TOTAL PRICE AND PAYMENT PLAN		
Total Agreement Value		Rs.56,87,500/-
PAYMENT SCHEDULE		
On or before execution of agreement	10%	Rs.5,68,750 /-
Within 2 weeks after the execution of Agreement	20%	Rs.11,37,500/-
On Completion of the Plinth of the Building	10%	Rs.5,68,750 /-
On Commencement of 1 st Slab above the Plinth	5%	Rs.2,84,375/-
On Commencement of 3 rd Slab above the Plinth	5%	Rs.2,84,375/-
On Commencement of 5 th Slab above the Plinth	4%	Rs.2,27,500/-
On Commencement of 7 th Slab above the Plinth	4%	Rs.2,27,500/-
On Commencement of 9 th Slab above the Plinth	4%	Rs.2,27,500/-
On Commencement of 11 th Slab above the Plinth	4%	Rs.2,27,500/-
On Commencement of 13 th Slab above the Plinth	4%	Rs.2,27,500/-
On Commencement of the Brick work, Internal plaster & External plaster & Waterproofing of the Building	5%	Rs.2,84,375/-
On Commencement of the external plumbing, & Flooring of the said flat.	10%	Rs.5,68,750 /-

On Commencement Wiring Switches, Aluminum Window & door Work	5 %	Rs.2,84,375/-
On Commencement of the Sanitary fittings, CP staircases, lift lobbies upto the floor level	5 %	Rs.2,84,375/-
At the time of handing over of the possession of the flat to the Allottee on or after receipt of completion certificate, whichever is earlier.	5 %	Rs.2,84,375/-
Grand Total	100%	Rs.56,87,500/-

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

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 OWNER/PROMOTER/ DEVELOPER undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost, or levies imposed by the Competent Authorities etc., the PROMOTER/DEVELOPER 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/Purchaser, which shall only be applicable on subsequent payments.

1(f) The OWNER/PROMOTER/ DEVELOPER shall confirm the final carpet area that has been allotted to the Allottee/purchaser after the

construction of the said Flat/Unit 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 OWNER/PROMOTER/ DEVELOPER. If there is any reduction in the carpet area within the defined limit then OWNER/PROMOTER/ DEVELOPER shall refund the excess money paid by Allottee/Purchaser 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/Purchaser. If there is any increase in the carpet area allotted to Allottee/purchaser, the OWNER/PROMOTER/ DEVELOPER shall demand additional amount from the Allottee/Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(g) The Allottee/ Purchaser authorizes the OWNER/PROMOTER/ DEVELOPER 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 OWNER/PROMOTER/ DEVELOPER may in its sole discretion deem fit and the Allottee/ Purchaser undertakes not to object/ demand/ direct the OWNER/PROMOTER/ DEVELOPER to adjust his payments in any manner.

Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors.

2.1 The OWNER/PROMOTER/ DEVELOPER 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

Flat/Unit to the Allottee/Purchaser, obtain from the concerned local authority occupancy and/or Completion Certificates in respect of the Flat/Unit.

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

3. The OWNER/PROMOTER/ DEVELOPER hereby declares that the Floor Space Index available as on date in respect of the Said Flat/Unit on the project land i.e. The property has a gross **area of 3732 square meters**, with a deduction for DP road widening area of **25 square meters**, resulting in a net plot area of **3632.09 square meters**. The OWNER/PROMOTER/ DEVELOPER plans to utilize a **Floor Space Index of 3995.29 square meters** by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the Said Flat/Unit to be constructed on the Said Property of the said Project. The OWNER/PROMOTER/ DEVELOPER has disclosed the **Floor Space Index of 3995.29 Sq. Mtrs.** as proposed to be utilized by him on the Said Property of project land and Allottee/Purchaser has agreed to purchase the said Flat/Unit based on the proposed

construction and sale of Flat/Unit to be carried out by the OWNER/PROMOTER/ DEVELOPER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to OWNER/PROMOTER/ DEVELOPER only.

4.1 If the PROMOTER/DEVELOPER fails to abide by the time schedule for completing the construction of the Said Property and handing over the Flat/Unit to the Allottee/purchaser, the OWNER/PROMOTER/ DEVELOPER agrees to pay to the Allottee/Purchaser, 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/Purchaser agrees to pay to the PROMOTER/DEVELOPER, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/Purchaser to the OWNER/PROMOTER/ DEVELOPER under the terms of this Agreement from the date the said amount is payable by the allottee(s)/Purchasers to the OWNER/PROMOTER/ DEVELOPER.

4.2 Without prejudice to the right of OWNER/PROMOTER/ DEVELOPER under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/Purchaser committing three default of payment of installments, the OWNER/PROMOTER/ DEVELOPER at his own option, may terminate this Agreement:

Provided that, OWNER/PROMOTER/ DEVELOPER shall give notice of fifteen days in writing to the Allottee/Purchaser, by Registered Post AD/by hand at the address provided by the allottee/Purchaser by mail at the e-mail address bhairu.shingate1991@gmail.com provided by the

Allottee/purchaser, 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/Purchaser fails to rectify the breach or breaches mentioned by the OWNER/PROMOTER/ DEVELOPER within the period of notice then at the end of such notice period, OWNER/PROMOTER/ DEVELOPER shall be entitled to terminate this Agreement.

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

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities with particular brand, price range (if unbranded) to be provided by the OWNER/PROMOTER/ DEVELOPER in the said Flat/Unit and the Flat/Unit is as set out in Annexure 'E', annexed hereto.

6. The OWNER/PROMOTER/ DEVELOPER shall give possession of **Flat/Unit No. A-304** to the Allottee/Purchaser on or 31/12/2028. If the PROMOTER/DEVELOPER fails or neglects to give possession of the Flat/Unit to the Allottee/Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the OWNER/PROMOTER/ DEVELOPER shall be liable on demand to refund to the Allottee/Purchaser the amounts already received by him in respect of the Flat/Unit with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the OWNER/PROMOTER/ DEVELOPER received the sum till the date the amounts and interest thereon is repaid.

Provided that the OWNER/PROMOTER/ DEVELOPER shall be entitled to reasonable extension of time for giving delivery of

Flat/Unit No. A-304 on the aforesaid date, if the completion of **Flat/Unit No. A-304** is to be situated is delayed on account of –

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

□ Procedure for taking possession -

The OWNER/PROMOTER/ DEVELOPER, 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 **Flat/Unit No. A-304** to the Allottee in terms of this agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Flat/Unit at to the Allottee. The OWNER/PROMOTER/ DEVELOPER agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the OWNER/PROMOTER/ DEVELOPER. The Allottee/Purchaser agree(s) to pay the maintenance charges as determined by the OWNER/PROMOTER/ DEVELOPER or association of allottees/purchaser, 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.

7.1 The Allottee/Purchaser shall take possession of the Flat/Unit within 15 days of the written notice from the OWNER/PROMOTER/ DEVELOPER to the Allottee/Purchaser intimating that the Flat/Unit is ready for use and occupancy:

7.2 **Failure of Allottee/Purchaser to take Possession of [Flat/Unit]:** Upon receiving a written intimation from the OWNER/PROMOTER/ DEVELOPER as per clause 7.1, the Allottee/Purchaser shall take possession of the said **Flat/Unit No. A-304** from the OWNER/PROMOTER/ DEVELOPER by executing

necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the OWNER/PROMOTER/DEVELOPER shall give possession of the said **Flat/Unit No. A-304** to the allottee/purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in clause 7.2 such Allottee/Purchaser 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 **Flat/Unit No. A-304** to the Allottee/Purchaser, the Allottee/Purchaser brings to the notice of the OWNER/PROMOTER/DEVELOPER any structural defect in the **Flat/Unit No. A-304** or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the OWNER/PROMOTER/ DEVELOPER at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser shall be entitled to receive from the OWNER/PROMOTER/DEVELOPER, compensation for such defect in the manner as provided under the Act.

8. The Allottee/Purchaser shall use the Flat/Unit or any part thereof or permit the same to be used only for purpose of residence.(strike-off which is not applicable). He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee/Purchaser along with the other allottee(s) of in the project shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose 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 or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the OWNER/PROMOTER/DEVELOPER within seven days of the same being forwarded by

OWNER/PROMOTER/ DEVELOPER to the Allottee, so as to enable the OWNER/PROMOTER/ DEVELOPER to register the common organization of Allottees. No objection shall be taken by the Allottee/Purchaser 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 Cooperative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The OWNER/PROMOTER/ DEVELOPER shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/OWNER/DEVELOPER and/or the owners in the said structure of the project in which the said **Flat/Unit No. A-304** is situated.

9.2 The OWNER/PROMOTER/ DEVELOPER shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/OWNER/DEVELOPER and/or the owners in the project land on which the Flat/Unit are constructed.

9.3 Within 15 days after notice in writing is given by the OWNER/PROMOTER/ DEVELOPER to the Allottee/Purchaser that, the said **Flat/Unit No. A-304** is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Unit) of outgoings in respect of the project land 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, chowkidar, sweeper and all other expenses necessary and incidental to the management and maintenance of the said land. Until the society or limited company is formed and the said structure of the Flat/Unit area transferred to it. The Allottee/Purchaser shall pay to the OWNER/PROMOTER/ DEVELOPER such proportionate share of outgoings as maybe 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.5.5 per sq. ft** on carpet 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 the structure of the project is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment being executed for the structure of the Flat/Unit the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be. The by the OWNER/PROMOTER/ DEVELOPER as per rates given below:

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

- (i) at actual for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) at actual for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) at actual for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body
- (iv) at actual for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

- (v) at actual For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) at actual for deposits of electrical receiving and Sub Station provided in Layout

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

12. At the time of registration of conveyance or Lease of the structure of the Flat/Unit, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Flat/Unit. 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 OWNER/PROMOTER/ DEVELOPER –

The OWNER/PROMOTER/ DEVELOPER hereby represent and warrants to the Allottee/Purchaser as follows:

- i. The OWNER/PROMOTER/ DEVELOPER has clear and marketable title with respect to the Said Property; as declared

in the title report annexed to this agreement and has the requisite rights to carry out development upon the Said Property and also has actual, physical and legal possession of the Said Property for the implementation of the Project;

- ii. The OWNER/PROMOTER/ DEVELOPER has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Said Property and shall obtain requisite approvals from time to time to complete the development of the Said Property;
- iii. There are no encumbrances upon the Said Property or on the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the Said Property or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the Competent Authorities with respect to the said Flat/Unit to be constructed on the Said Property respectively and 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 shall be obtained by following due process of law and the OWNER/PROMOTER/ DEVELOPER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land and common areas;
- vi. The OWNER/PROMOTER/ DEVELOPER 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/Purchaser created herein, may prejudicially be affected;

vii. The OWNER/PROMOTER/ DEVELOPER 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 Said Property and the said **[Flat/Unit No. A-304]** which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement;

Viii. The OWNER/PROMOTER/ DEVELOPER confirms that the OWNER/PROMOTER/ DEVELOPER is not restricted in any manner whatsoever from selling the said **[Flat/Unit No. A-304]** to the Allottee/Purchaser 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 OWNER/PROMOTER/ DEVELOPER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The OWNER/PROMOTER/ DEVELOPER 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 Property 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 OWNER/PROMOTER/ DEVELOPER on the said Project except those disclosed in the title report.

14. The Allottee/s for himself/themselves with intention to bring all persons into whosoever hands the Flat/Unit may come, hereby covenants with the OWNER/PROMOTER/ DEVELOPER as follows:-

i] To maintain the Flat/Unit at the Allottee's/Purchaser own cost in good and tenantable repair and condition from the date that of possession of the Flat/Unit is taken and shall not do or suffer to be done anything in or to the Project in which the Flat/Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Project in which the Flat/Unit is situated and the Flat/Unit itself or any part thereof without the consent of the local authorities, if required.

ii] Not to store in the Flat/Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Flat/Unit 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 common Facilities, Amenities or any other structure of the Flat/Unit, and in case any damage is caused to the Project in which the Flat/Unit is situated on account of negligence or default of the Allottee/Purchaser in this behalf, the Allottee/Purchaser shall be liable for the consequences of the breach.

iii] To carry out at his own cost all internal repairs to the said Flat/Unit and maintain the Flat/Unit in the same condition, state and order in which it was delivered by the OWNER/PROMOTER/ DEVELOPER to the Allottee/Purchaser and shall not do or suffer to be done anything in or to the Project in which the Flat/Unit is situated or the Flat/Unit 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/Purchaser committing any act in contravention of the above provision, the Allottee/Purchaser 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 Flat/Unit 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 Flat/Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the Flat/Unit and shall keep the portion, sewers, drains and pipes in the Flat/Unit 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 Project in which the Flat/Unit 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 Flat/Unit without the prior written permission of the OWNER/PROMOTER/ DEVELOPER and/or the Society or the Limited Company.

v] Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said Property and the Project in which the Flat/Unit 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 Flat/Unit in any portion of the Said Property and the Project in which the Flat/Unit is situated.

vii] Pay to the OWNER/PROMOTER/ DEVELOPER within fifteen days of demand by the OWNER/PROMOTER/ DEVELOPER, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the project in which the Flat/Unit 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 Flat/Unit by the Allottee/Purchaser for any purposes other than for purpose for which it is sold.

ix] The Allottee/Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Unit until all the dues payable by the Allottee/Purchaser to OWNER/PROMOTER/ DEVELOPER under this Agreement are fully paid up.

x] The Allottee/Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Project and the Flat/Unit therein and for the observance and performance of the Project Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/Purchaser 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 Flat/Unit in the Project 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 Final Conveyance of the project land i.e. "Said Property" on which the Project in which Flat/Unit is situated is executed in favour of Co-operative Housing Society, the Allottee/Purchaser shall permit the OWNER/PROMOTER/ DEVELOPER 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.

xii] Till a conveyance of the project land in which Flat/Unit 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 OWNER/PROMOTER/ DEVELOPER shall maintain a separate account in respect of sums received by the OWNER/PROMOTER/ DEVELOPER from the Allottee/Purchaser 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 outgoings, 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 Flat/Unit or of the Said Property and the Project or any part thereof. The Allottee/Purchaser shall have no claim save and except in respect of the Flat/Unit hereby agreed to be sold to him and all open spaces, recreation spaces, amenities, internal roads will remain the property of the OWNER/PROMOTER/ DEVELOPER until the said structure of the project is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.

17. OWNER/PROMOTER/ DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE –

After the OWNER/PROMOTER/ DEVELOPER executes this Agreement he shall not mortgage or create a charge on the said (Flat/Unit) 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/Purchaser who has taken or agreed to take such (Flat/Unit).

18. BINDING EFFECT:

Forwarding this Agreement to the Allottee/Purchaser by the OWNER/PROMOTER/ DEVELOPER does not create a binding obligation on the part of the OWNER/PROMOTER/ DEVELOPER or the Allottee/Purchaser until, firstly, the Allottee/Purchaser 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 OWNER/PROMOTER/ DEVELOPER, If the Allottee(s) fails to execute and deliver to the OWNER/PROMOTER/ DEVELOPER this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the OWNER/PROMOTER/ DEVELOPER, then the OWNER/PROMOTER/ DEVELOPER shall serve a notice to the Allottee/Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/Purchaser, application of the Allottee/Purchaser shall be treated as cancelled and all sums deposited by the Allottee/Purchaser in connection therewith including the booking amount shall be returned to the Allottee/Purchaser 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 Flat/Unit, as the case may be.

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of all 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 Said Property shall equally be applicable to and enforceable against any subsequent Allottees/Purchasers of the [Flat/Unit], in case of a transfer, as the said obligations go along with the [Flat/Unit] 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/Purchaser has to make any payment, in common with other Allottee(s) in Said Property, the same shall be in proportion to the carpet area of the [Flat/Unit].

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/DEVELOPER through its authorized signatory at the PROMOTER/DEVELOPER Office, or at some other place, which may be mutually agreed between the PROMOTER/DEVELOPER and the Allottee/Purchaser, in Pune after the Agreement is duly executed by the Allottee/Purchaser and the PROMOTER/DEVELOPER 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/Purchaser and/or OWNER/PROMOTER/ DEVELOPER 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 OWNER/PROMOTER/ DEVELOPER will attend such office and admit execution thereof.

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

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

Name of Allottee :- **1] MR. BHAIRU MAHADEV SHINGATE 2]**
MRS. SUJATA BHAIRU SHINGATE (AFTER MARRIAGE)
MISS. SUJATA DEEPAK PAWAR (BEFORE MARRIAGE)

Allottee's Address :- Dhaiphal, Osmanabad, Maharashtra- 413525

Notified Email ID :- bhairu.shingate1991@gmail.com

Mobile No :- 8796997001

Promoters Name :- **M/S. YASHODHA REALITY**

A registered partnership firm,

As per provisions of Partnership

Act, 1932 having its office at:- Plot No. 17,

Gat No. 571, Shantivan Homes, Near Ajmera

Exotica Society, Kesnand Fata, Wagholi,

Pune- 412207

Notified Email ID :- info@yashodhagroup.com

It shall be the duty of the Allottee/Purchaser and the OWNER/PROMOTER/ DEVELOPER 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 OWNER/PROMOTER/ DEVELOPER or the Allottee/Purchaser, as the case may be.

i JOINT ALLOTTEES

That in case there are Joint Allottees/Purchasers all communications shall be sent by the OWNER/PROMOTER/ DEVELOPER 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/Purchasers.

ii Stamp Duty and Registration: -

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/Purchaser.

iii Dispute Resolution: -

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

iv 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.

First Schedule Above Referred to Description
of the freehold/leasehold land and all other details
All that piece and parcel of land bearing Gat No. 566 (Survey No. 77/1) area admeasuring 00H 37.32 Ares i.e. 3732 Sq. Mtrs. assessed at Rs. 00 Paise 18, out of total land admeasuring 04 H 94 Ares, situated at village Wagholi, Taluka Haveli, District Pune, and within the extended limits of Pune Municipal Corporation and which is bounded as follows:-

On or Towards

East:- By Gat No. 568.

South:- By Road.

North:- By balance land from Gat No. 566 and Road.

West:- By Road.

**SCHEDULE –A DESCRIPTION OF THE (FLAT/UNIT) and
PARKING**

Flat	A-304
Floor	3rd Floor
Flat Carpet Area	62.93 Sq.Mtrs. (677.37 sq.ft.)
Usable floor area of Open balcony	7.69 Sq.Mtrs.(82.77 Sq.Ft.)
Usable floor area of attached Terrace	NIL Sq.Mtrs. (NIL sq.ft.) carpet area
Project Name	“YASHODHA EAST RISE”
Open Parking/Covered Parking	One Covered Parking

Second Schedule Above Referred to
the nature, extent and description of common areas and facilities.

A.) Description of the common areas provided:

	Type of Common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
i.	Regular Staircase	31/08/2027	31/12/2028	As Per The Approve Plan
ii.	Fire Staircase	31/08/2027	31/12/2028	As Per The Approve Plan
iii.	Lobby	31/08/2027	31/12/2028	As Per The Approve Plan

B) Facilities/amenities provided/to be provided within the project including in the common area of the project:

	Type of facilities/amenities provided	Phase name/number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/Common organization	Size/area of the facilities/amenities	FSI Utilized or free of FSI
STP, UGT, Tansformer OWC	EAST RISE	31/08/2027	31/12/2028	As Per The Approve Plan		STP, UGT, Tansformer OWC

C.) Facilities/amenities provided/to be provided within the Layout any/or common area of the Layout;

	Type of facilities/amenities provided	Phase name/number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/Common organization	Size/area of the facilities/amenities	FSI Utilized or free of FSI
i.	NA	NA	NA	NA	NA	NA

ii.	NA	NA	NA	NA	NA	NA
iii.	NA	NA	NA	NA	NA	NA

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

	Type of open spaces (RG/PG) to be provided	Phase name/number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
Open space	EASTRI SE	372.51 sq.meter	NA	NA	Open space

E.) Details and specifications of the lifts:

	Type Lift (passenger/services/stretcher/goods/fire evacuation/any other	Total No. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (Mts/Sec)
i.	Passenger	1	8 Persons Or 544 Kg	0.6 Mtrs/Sec.
ii.	Stretcher	1	10 Passenger Or 800 Kg	1 Mtrs/Sec.

Note:
At ‘A’: to provide the details of the common areas provided for the project.

At ‘B’: to provide the details of the facilities/amenities provided within the project and in the common area of the project

At ‘C’: to provide the details of the facilities/amenities provided within the Layout and/or common area of the Layout.

At ‘D’: to provide the details of the facilities/amenities provided in form of open spaces (RG / PG etc.) provided / to be provided within the plot and / or within the layout.

At ‘E’: to provide the details and specifications of the lifts.

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 of first above written.

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PROMOTER/DEVELOPER,

M/S. YASHODHA REALITY Through its Partners

1] MR. NATRAJ SHAMRAO SATAV		
PHOTO	SIGN	THUMB

2] MR. RAHUL KAILAS SATAV		
PHOTO	SIGN	THUMB

3] MR. RAJESH MAHADEO CHILHATE		
PHOTO	SIGN	THUMB

4] MR. SHASHIKANT ROHIDAS SATAV		
PHOTO	SIGN	THUMB

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SIGNED SEALED AND DELIVERED BY
THE WITHIN NAMED PURCHASER/S,

1] MR. VIRAJ RAJARAM KANGADE		
PHOTO	SIGN	THUMB

2] MRS. SUJATA BHAIRU SHINGATE (AFTER MARRIAGE) MISS. SUJATA DEEPAK PAWAR (BEFORE MARRIAGE)		
PHOTO	SIGN	THUMB

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IN PRESENCE OF THE WITNSSES:-

1.
SIGNATURE :
NAME :
ADDRESS :

2.
SIGNATURE :
NAME :
ADDRESS :

Note – Execution clauses to be finalized in individual cases having regard to the constitution of the parties to the Agreement.