**Model Form of Agreement to be entered into between Promoter and Allottee(s) (Seerule10(1))**

**ModelFormofAgreement**

This Agreement ("**Agreement**") is made and entered in to at Pune this___day of_____ 2024.

**BETWEEN**

**SAHEEL LANDMARKS PRIVATE LIMITED**,a company registered under the Companies Act, 1956 having its Registered Office at Office No. 210, V-18, Balewadi High Street, Balewadi, Pune 411045, CIN No. U41001PN2023PTC223022, through the hands of its Director/Authorized Signatory **Mr. Sachin Basantlal Garg** herein after referred to as the "**Promoter**"(which expression shall, unless repugnant to the context or meaning thereof be deemed to mean andincludeitssuccessorsandassigns)**oftheFIRSTPART**;

**AND**

Mr/Mrs/Miss/M/s_____[PANNo._____]residing/having its address at_____herein after referred to as the **"Allottee"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include (a) in case of an Individual, such individual's heirs, executors, administrators and assigns; (b) in case of a partnership firm, its partners for the time being, the survivors or the last survivor of them and legal heirs, executors, administrators, or the permitted assigns of such last survivor of them; and (c) In case of a company or a body corporate or juristic entity, its successors and permitted assigns) of the **THIRDPART**.

The Promoter and Allottee are hereinafter individually referred to as the "Party" and collectively referred to as the "**Parties**".

WHEREAS by and under various Deed of Conveyances, a list of which is more particularly stated in **First Schedule** herein under registered with the office of the Sub-Registrar,Haveli Pune (the "**Conveyance**"), Protos Engineering Company Private Limited **("the Owner")** purchased from the persons mentioned therein, all those pieces or parcels of land admeasuring **8915 Square Meter** being Plot No. A in out of CTS No. 3876 and in the layout of Survey No. 190/2, 191A/1, 191/B, 192/A and 192/B and particularly out of and in Survey No. 192/A situate at village Chinchwad, Taluka Haveli, District Pune, within the limits of the Pimpri Chinchwad Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli Nos. 1 to 27, District Pune, which is more particularly described in the **First Schedule** hereunder written and shown delineated in Blue boundary line on the Plan annexed hereto and marked as **Annexure'A'**.

AND WHEREAS the Promoter has prepared a layout plan for the Said Land, hereinafter referred to as the **“Layout Plan”.** The Promoter is in the process of developing a project on the portion admeasuring 8915 square meters out of the Said Land under the name "**ITrend Chinchwad**" (hereinafter referred to as the said “**Project**”).The said Project comprises oftotal 3 Building and a Club House (“Building”). The Proposed Layout is annexed hereto as **Annexure “E”**.
Hereinafter, the aforesaid Project is referred to as said “**EntireProject**”;

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 current plans of the Layout Plan as proposed by the Promoter and according to which the development 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 Promoter had applied to the Collector, Pune for obtaining necessary approvals for carrying out development in respect of the Entire Property. The Collector vide its Orderd ated____(“**Orders**”) granted permission to the Promoter to carry out development on the Entire Property. The Orders are collectively annexed hereto as **Annexure“C-3”**;

AND WHEREAS H and Co, have conducted his due diligence and have issued his Title Certificate dated [□], in respect of the Larger Land. A copy of the Title Certificate is annexed hereto and marked as **Annexure“A”**;

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 and extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the Larger Land on which the Entire Project is to be constructed have been annexed hereto and marked as **Annexure “A” and “B”**, respectively;

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 Promoter has appointed Ar. Yash Jain (Studio Integrate) having office at Shop no. L3 Empire Estate Phase-2 Chinchwad - Pune 411019 as their Designing Architects, and Liasoning Architects, and Structural Engineer consultants for the preparation of the structural design and drawings of the Project;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai bearing registration No. [□] and the authenticated copy is attached in **Annexure "F";**

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the said Project and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the said Project;

AND WHEREAS the Promoter has sole and exclusive right to undertake the development of the Entire Project and sell the units in the said Project and to enter into Agreement/swith the allottee(s)/s of the unit sto receive the sale consideration in respect there of;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Project and the plans, designs and specifications prepared by the Promoter's Architects Ar. Yash Jain (Studio Integrate) having office at Shop no. L3 Empire Estate Phase-2 Chinchwad - Pune 411019and of such other documents as are specified under the Real Estate (Regulation and Development) Act2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of the plans and specifications of the Retail Unit / Office Premises 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 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 WHEREAS the Allottee has applied to the Promoter for allotment of Said Premises No._____On the _____Floor in the said Project admeasuring_square meters (the "**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 Promoter a sum of Rs./- (Rupees only), being part payment of the sale consideration of the Unit agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt where of the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Unit with the Allottee, being in fact these presents and also to register said Agreement under theRegistrationAct,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 Unit and the covered parking.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREEDBYAND BETWEENTHEPARTIES HERETOAS FOLLOWS**:-

1. The Promoter shall develop the said Project 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 Unit of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

   1.1 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the said Unit No. on the floor of the Project admeasuring square meters as shown in the sanctioned layout thereof hereto annexed and marked **Annexures "C-1" and "C-2"** for the consideration of Rs./- (Rupees only)

   1.2 The total aggregate consideration amount for the said Unit is thus Rs. /-(Rupees only).

   1.3 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 only) in the following manner:-

| Percentage | Particulars |
|---|---|
| 10% | Before Agreement |
| 20% | After Agreement Signing |
| | At the time of Completion of Excavation |
| 15% | At the time of completion of Plinth |
| 5% | At the time of completion of 4th Slab |
| 5% | At the time of completion of 8th Slab |
| 5% | At the time of completion of 12th Slab |
| 5% | At the time of completion of 16thSlab |
| 5% | At the time of completion of 20th Slab |
| 5% | At the time of completion of Terrace Slab |
| 5% | At the time of completion of Brickwork |
| 5% | At the time of completion of Internal Plaster and Waterproofing |
| 5% | At the time of completion of flooring |
| 5% | At the time of completion of Doors and Windows |
| 3% | At the time of receiving of Architect Certificate and Civil Completion |
| 2% | At the time of completion of receiving of Occupancy Certificate/Possession |

1.4 The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, 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/Plot].

1.5 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 shallonly be applicable on subsequent payments.

1.6 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid 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.

1.7 The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

1.8 The Promoter herein has informed and disclosed to the Purchaser that, the Promoter has provided sufficient space out of the Entire Land for installation of Electricity Transformer and as per norms of Maharashtra Electricity Distribution Company Limited the Promoter will apply for necessary electricity supply for the Entire Project by paying necessary charges for the same. On installation of such Transformer necessary cables will be laid down and for the energy meter sufficient space will be provided and energy meter will be provided as per norms of the competent authorities. For common lights and energy required for common water supply pumps separate energy meter will be provided along with Diesel Generator Backup facility. It is specifically disclosed by the Promoter that, though the Promoter has provided the provision hereinabove mentioned and if there arises any deficiency in supply of electricity then for such deficiency the Promoter will not be liable. The Allottee/ Purchaser with due diligence has accepted the aforesaid disclosure.

1.9 The Promoter herein has informed and disclosed to the Allottee/Purchaser herein that, Larger Land is within the periphery of Pune Metropolitan and Regional Development Authority, Pune and in light of provisions of Maharashtra Municipal Corporation Act and Development Control Rules applicable, the Promoter herein will apply for water connections for the said Project from time to time and connect such water connections for water storage tanks as per sanctioned Building plan and from such water storage tank proper water connection in each tenement in the project will be connected. The Promoter further specifically discloses that, in addition to the water provision, the Promoter will undertake the water survey within Said Land from the concerned expert and will take the bore wells and install the pumps and lay down the water line up to the storage tanks provided in the project as per sanctioned Building plan and further from such storage tanks to the each Unit in the Building. The Promoter further specifically discloses that, though the Promoter is providing water as aforesaid by adopting aforesaid method, if the water supply available out of that method is found insufficient for the occupants in the project, than additional required water supply has to be procured by the Occupants/Purchasers at the own cost.

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.

2.2 Time is essence of this agreement for the Promoter as well as the Allottee. ThePromotershallabidebythetimescheduleforcompletingtheprojectandhandin gover the Unit to the Allottee and the common areas to the association/society of the allottees on completion of the said Project. 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 1.3 hereinabove. (**"Payment Plan"**).

2.3 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 / Purchaser 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/Purchaser which shall only be applicable on subsequent payments..

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the Larger Land is 14153.37 square meters only and Promoter has planned to utilize Floor Space Index of 19447.63 sq. mtrs by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on the 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 33601 sq.mtrs as proposed to be utilized by him on the Larger Land in the said Project and Allottee has agreed to purchase the said Unit based on the proposed development and sale of units 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.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Shop] 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 that, Promoter shall give notice of 15 (fifteen) days in writing to theAllottee, by Registered Post AD at the address provided by the allottee and mailat the e-mail address provided by the Allottee, of his intention to terminate thisAgreement and of the specific breach or breaches of terms and conditions inrespect of which it is intended to terminate the Agreement. If the Allottee fails torectify the breach or breaches mentioned by the Promoter within the period ofnotice 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 the Promoter) within a period of 30 (thirty) days of the termination, the installments of sale consideration of the Unit which may till then have been paid by the Allottee to the Promoter.

4.3 For whatsoever reason if the Allottee / Purchaser herein desires to terminate this agreement / transaction in respect of the Said Unit then, the Allottee /Purchaser herein shall issue 15 days prior notice to the Promoter as to the intention of the Allottee/Purchaser and on such receipt of notice the Promoter herein shall been titled to deal with the Said Unit with prospective buyers.

4.4 It is specifically agreed between the parties hereto that, if the transaction in respect of the Said Unit between the Promoter and Allottee/Purchaser herein terminated as stated hereinabove written then all the instruments underwhatsoeverheadexecutedbetweenthepartiesheretoorbetweenthePromoterand Allottee / Purchaser herein shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided herein after.

4.5 On termination of transaction in respect of the Said Unit as aforesaid theAllottee/Purchaserhereinshallbeentitledtoreceivetheamountbeingrefundof consideration paid by the Allottee / Purchaser to the Promoter after re-disposing of Said Unit by the Promoter as under :-

4.5.1 The Allottee/Purchaser herein is not entitled to receive refund of amount paid by the Purchaser to the Promoter for payment of GST or any other taxes, cesses ,Stamp Duty, Registration Fee, etc.

4.5.2 If the Allottee/Purchaser herein availed loan against the Said Unit from any financial institute, etc. then the Allottee/Purchaser herein is not entitled to receive the aforesaid refund till producing No Dues Certificate and Release Deed executed by such financial institute to releasing the encumbrance of loan and interest the reunion Said Unit.

4.5.3 Without prejudice to the aforesaid conditions, it is further agreed between the parties hereto that on termination of this agreement and transaction between the parties hereto as aforesaid, the Allottee/Purchaser herein shall only have right to have the refund of the amount on execution of Cancellation Deed, since his/her/their all other rights under this agreement automatically extinguished, on termination as stated here in above written.

4.6 Notwithstanding any of the above clauses, in the event of the Promoter unable to give possession of the Said Unit on the due date, for reasons of there being any adverse order being passed in any proceeding by any Court, the Allottee/Purchaser will be entitled to terminate this agreement by issuing proper letter in writing and on such termination the Promoter shall within 60 days of such termination refund the entire amount received under this agreement with interest @ minimum lending rate of State Bank of India highest marginal cost of Lending Rate or benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public whichever is higher, plus two per cent per annum, at the time of the Allottee/Purchaser herein executing registered Cancellation Deed by producing no dues payable to the financial institute against the mortgage of the Said Unit.

4.7 Not with standing anything contained herein above, it is specifically agreed and understood that, after issuing the notice and accepting by other party with specifying date for refund of amount and If the Allottee/Purchaser fails to present himself/herself/themselves for execution and registration of Cancellation Deed on or before such specified date as called by the Promoter, then for the period from such date till Allottee/Purchaser executing such Cancellation Deed, the Allottee /Purchaser shall not be entitled and the Promoter herein is not liable to pay any interest on the amount so – far paid by the Allottee/Purchaser to the Promoter.

5. The Promoter shall give possession of the Unit to the Allottee on or before **31st day of December, 2027**. If the Promoter fails or neglects to give possession of the Unit 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 Unit with interest at the same rate as may mentioned in the clause 1.6 herein above from the date the Promoter received the sum till the date the amounts and interest the reonisre paid.

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

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.

6. **Procedure for taking possession**:

*6.1* 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/Shop], 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 [Apartment/Plot] 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.

*6.2* The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Unit are ready for use and occupancy:

7. **Failure of Allottee to take Possession of Unit**:

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/Plot], 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 [Apartment/Plot] to the Allottee.

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment 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 If within a period of 5 (five) years from the date of handing over the Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Unit or the said Project in which the retail units/office premises 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.

7.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] 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/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 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 Unit or any part thereof or permit the same to be used only for purpose of office for carrying on any industry or business. He shall use the parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of retail units/office premises in the said Project shall join in forming and registering the Society 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 or Limited Company and for becoming a member, including the bylaws 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 organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft by-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies, 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 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/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

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

9.3 Within 15 (fifteen) days after notice in writing is given by the Promoter to the Allottee that the Unit is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the 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, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land. Until the Society or Limited Company is formed and the said Project land 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.6.5 on carpet area per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the project land is executed in favor of the Society or a Limited Company as aforesaid. On such conveyance being executed for the said Project land 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.

**10. FORMATION OF ORGANISATION OF UNIT HOLDERS IN THE ENTIRE PROJECT/BUILDING ON THE SAID LAND:-**

10.1 The Buildings on the Larger Land consisting of 3 Residential Buildings with Club House and considering this aspect in light of Sec.-17 of RE (R&D) A, R.9 of RE (R&D) R, Sec.11 of MOFA R.9 of MOFR, the Promoter has decided to form Premises Co-Operative Society Ltd. for all unit holders in the Larger Land under name and style ITrend Chinchwad Housing Society Limited, OR as permitted and sanctioned by concerned Co-Operative Societies Registrar.

10.2 In light of the aforesaid understanding, the Allottee/Purchaser herein is well aware that, the Promoter herein is not going to form Association of Apartment or Company of the unit holders in the building which is under construction or to be constructed on the Entire Property and hence with due diligence the Allottee/Purchaser herein by accepting to become the member of such premises co-operative society, has entered into this transaction.

10.3 The promoter will form the aforesaid Co-Operative Society Ltd. for all unit holders within three months from the date majority of the allottees in the project books their units in the project.

10.4 To enable the Promoter to form the society as aforesaid, the Allottee/Purchaser herein shall join in forming and registering the Society, from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 15 days of the same being forwarded by the Promoter to the Allottee/Purchaser herein, so as to enable Promoter to register the society of the Allottee/Purchaser of the apartment/s in the project under Sec.-19 of RE (R&D) A, R.9 of RE (R&D) R, Sec.10 of MOFA R.8 of MOFR. 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 Article 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.

11 The Allottee shall pay to the Promoter a sum of Rs./- (Rupees only)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 project land, the Allottees 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 said project land.

13 **REPRESENTATIONSANDWARRANTIESOFTHEPROMOTER**:

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

i. The Promoter has clear and marketable title with respect to the Entire Property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the Entire Property and also has actual, physical, and legal possession of the Entire Property for the implementation of the said 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 said Project and project land 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 said Project and project land

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 said Project and project land 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 Unit 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 Unit 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 Society, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the common areas of the said Project 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 said Project except those disclosed in the title report.

14 The Allottee/s or himself/themselves with the intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoter as follows:

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

ii. Not to store in the Unit any goods which are of hazardous, combustible, or dangerous nature or are so heavy as to damage the adjoining retail units/office premises or the project land in which 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 any part of the project land in which the Unit is situated, including entrances of the said Project in which the Unit is situated and in case any damage is caused to the said Project or the project land in which the Unit is situated or the Unit 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 Unit and maintain the Unit 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 project land in which the Unit is situated or the 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 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 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 Unit or any part thereof, and shall keep the portion, sewers, drains, and pipes in the 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 said Project in which the 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 Unit without the prior written permission of the Promoter and/or the Society or the Limited Company;

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land in which the 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 Unit in the compound or any portion of the project land in which the Unit is situated;

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Project in which the Unit is situated;

viii. To bear and pay the 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 Unit by the Allottee for any purposes other than for the purpose for which it is sold;

ix. 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 Unit until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up. The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations, or amendments thereof that may be made from time to time for the protection and maintenance of the said Project and the retail units/office premises therein and for the observance and performance of the 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 Unit and shall pay and contribute regularly and punctually towards the taxes, expenses, or other out-goings in accordance with the terms of this Agreement.

x. x. Till a conveyance of the project land in which Unit is situated is executed in favor of the Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Unit or any part thereof to view and examine the state and condition thereof.

xi. Till a conveyance of the project land on which the Project is situated is executed in favor 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.

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 Project or of the Entire Property. The Allottee shall have no claim save and except in respect of the Unit hereby agreed to be sold to him, and all open spaces, parking spaces, recreation spaces, amenity spaces will remain the property of the Promoter until the project land is transferred to the Society/Limited Company or other body.

17 Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit,

18 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise, or assignment in law, of the said Project or of the Entire Property. The Allottee shall have no claim save and except in respect of the Unit hereby agreed to be sold to him, and all open spaces, parking spaces, recreation spaces, amenity spaces will remain the property of the Promoter until the project land is transferred to the Society/Limited Company or other body.

**19 CONSENT FORM OR STGAGE:**

19.1 The Promoter herein may require to have project loan, from any financial institute including Nationalized or Co-operative Banks as the case may be for the said Project by mortgaging the Entire Property along with building structures constructed or to be constructed on the Entire Property. The Promoter herein shall obtain necessary no objection letter from the said bank in respect of the Said Unit and hand over the same to Purchaser/Allottee herein at the time of availing loan.

19.2 If the Purchaser/Allottee desire to have the loan against the security of the said Unit then, the Purchaser/Allottee herein shall inform in writing to the Promoter as to the details of such loan amount, name of the financial institute/bank and submit the sanction letter to the Promoter and thereafter the Promoter herein will issue required no objection certificate etc. along with copies of necessary documents to the Purchaser/Allottee, provided that the encumbrance of such loan amount and interest etc. thereon shall be

limited to the said Unit and Purchaser/Allottee alone shall be liable to repay the same.

19.3 After the Promoter executes this Agreement, he shall not mortgage or create a charge on the said 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 herein who has agreed to purchase the said Unit in pursuance of this agreement.

19.4 After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then not withstanding anything contained in any other law for the time being in force, such mortgage or charges hall not affect the right and interest of the Allottee who has taken nor agreed to take such Unit.

20 **BINDING EFFECT**:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 15 (fifteen) 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 15 (fifteen) 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.

21 **ENTIRE AGREEMENT**:

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

22 **RIGHTTO AMEND**:

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

23 **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEE(S)**:

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 Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

24 **SEVERABILITY**:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted insofar as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the 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.

**25 METHODOFCALCULATIONOFPROPORTIONATESHARE:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in said Project, the same shall be in proportion to the area of the Unit to the total area of all the retail units / office premises in the Project.

26 **FURTHER ASSURANCES**:

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

27 **PLACEOFEXECUTION**:

27.1 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 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.

27.2 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.

27.3 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: SAHEEL LANDMARKS PRIVATE LIMITED

Promoter's Address: OFFICE NO. 210 SR NO.,18/2A, V 18, BANER, Baner Gaon, Haveli, Pune-411045

Notified Email ID: Sachin.neevsai@gmail.com

27.4 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. **JOINTALLOTTEES**:

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. **STAMPDUTYANDREGISTRATION**:

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

30. **DISPUTERESOLUTION**:

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

31. **GOVERNINGLAW**:

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 courts at Pune 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.

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.

**FIRSTSCHEDULE**

(Description of the Larger Land)

All that piece and parcel of land **8915 square meters being Plot No. A in out of CTS No. 3876 and in the layout of Survey No. 190/2, 191A/1, 191/B, 192/A and 192/B and particularly out of and in Survey No. 192/A situate at village Chinchwad, Taluka Haveli, District Pune within the limits of the Pimpri Chinchwad Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli Nos. 1 to 27,**along with the shed/structure admeasuring 166.45 square meters standing thereon and bounded as follows:

| | | |
|---|---|---|
| OnortowardstheNorth | : | By PCMC Road |
| OnortowardstheSouth | : | By CTS No. 3876/B |
| Onor towardstheEast | : | By CTS No. 3876/B |
| OnortowardstheWest | : | By CTS No. 3592 Tata Motors Chinchwad Works |

**SECONDSCHEDULE**

(Description of the Said Land)

All that piece and parcel of land admeasuring **8915 square meters being Plot No. A in out of CTS No. 3876 and in the layout of Survey No. 190/2, 191A/1, 191/B, 192/A and 192/B and particularly out of and in Survey No. 192/A situate at village Chinchwad, Taluka Haveli, District Pune, within the limits of the Pimpri Chinchwad Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli Nos. 1 to 27, Pune** Sq Meters Total Development Potential**,** to be loaded and sanctioned by PMRDA and to be consumed/constructed on the said Land and bounded as under:

| | | |
|---|---|---|
| On or towards the North | : | By PCMC Road; |
| On or towards the South | : | By CTS No. 3876/B; |
| On or towards the East | : | By CTS No. 3876/B; |
| OnortowardstheWest | : | By CTS No. 3592 Tata Motors Chinchwad Works; |

**SIGNED AND DELIVERED BY THE WITHIN NAMED**:

| Please affix photograph and sign across the photograph | Please affix photograph and sign across the photograph |
|---|---|

**Allottee(s) (including joint buyers)**:

(1)_____

(2)_____

**SIGNED AND DELIVEREDBYTHEWITHINNAMED**:

**Promoter**

_____,

Through its Designated Partner _____

In the presence of WITNESSES:

1. Name:_____
   Signature:_____

2. Name:_____
   Signature:_____

**SCHEDULE'A'**

**SCHEDULE'B'**

Layout of the Project Land

**ANNEXURE-A**

Name of the Attorney at Law/Advocate,

Address : _____ Date:_____

No.:_____

RE.:_____

Title Report:_____

Details of the Title Report:_____

The Schedule Above Referred to (Description of property) Place: _____

Dated___day of_____,20___

(Signed)

[**Signature of Attorney-at-Law/Advocate**]

**ANNEXURE-B**

(Authenticated copies of extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Promoter to the project land)

**ANNEXURE-C-1**

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

**ANNEXURE-C-2**

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

**ANNEXURE– C-3**
(Development related permissions)

**ANNEXURE-D**

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

**ANNEXURE–E**
(Specification and amenities for the Apartment)

**ANNEXURE-F**

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

Received of and from the above-named the sum of Rs. /- (Rupees only) on execution of this agreement towards Earnest Money Deposit or application fee

I say received.

The Promoter/s.