



AGREEMENT TO SALE

Promoter : **BHALACHANDRA BUILDERS AND DEVELOPERSS**
Project Name : **"AVENCIA PLAZA"**
Floor No. :
Flat No. : **" "**
Village : **RAVET**
Gat No : **180/2/2A/1**
Sale Price : **Rs. /-**

THIS AGREEMENT TO SALE IS MADE AND EXECUTED AT CHINCHWAD
ON THIS DAY OF **JUNE** IN THE YEAR **2021**.

BETWEEN

BHALACHANDRA BUILDERS AND DEVELOPERSS

{PAN NO - AAUFB9839J}

A Partnership Firm, registered under the Partnership Act 1956,

Having its office at: Survey No 180, Ganesh Nagar, M.I.D.C.Road, Ravet, Tal

Haveli, Dist Pune,

Through their Partners

KOUNAL KAILAS BHONDAVAY

Age- 32 years, Occ-Business,

R/at: Sr. No 180/2/2A/1, Ganesh Nagar,

M.I.D.C. Road, Ravet, Tal Haveli, Dist Pune

Hereinafter referred to as the **"PROMOTER/DEVELOPER/OWNER"**

(Which expression unless repugnant to the context or meaning thereof shall mean and include its partners for the time being constituting the firm their respective heirs, executors, administrators and assigns)

PARTY OF FIRST PART....

AND

1.

(Pan No.)

Age: yrs., Occupation -

2.

(Pan No.)

Age: yrs., Occupation -

Both R/at:

Hereinafter referred to as "**PURCHASERS / Allottee**" (which expression unless repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors, administrators and assigns)

PARTY OF SECOND PART

WHEREAS That piece and parcel of the property bearing Survey No 180 Hissa No 2/2A/1, totally admeasuring land 3406.00 Hecter 83 R of village Ravet is owned by Late Bhalachandra Genuji Bhondve.

AND WHEREAS the Late Bhalchandra Genuji Bhondve died leaving behind his legal heirs namely Mr Vilas Bhalchandra Bhondve, Mr Subhash Bhalchandra Bhondve, Mr Kailas Bhalchandra Bhondve, Prakash Bhalchandra Bhondve, Sonabai Bhalchandra Bhondve, Aruna Shankar Kokane and Sarswati Arun Nihman After death of Late Bhalachandra Genuji Bhondve, the name of his legal heirs were entered on 7/12 extract by Mutation Entry No 2133 as owners thereof.

AND WHEREAS as per Mutation Entry No. 1249 dtd. 20/04/1966 it appears that Bhalchandra Genuji Bhondve obtained Tagai Loan on property bearing Survey No 180/2/2A/1 therefore the charge of said loan was entered in other column of 7/12 extract of Survey No 180/2/2A/1 The said loan was converted into charge of Bank Of Maharashtra as per the Mutation Entry 1407.

AND WHEREAS the provisions of the Maharashtra Weights and Measures Act, 1958 and of the Indian Coinage Act were made applicable to Village Ravet vide Mutation Entry No.1375 dated 12/04/69.

AND WHEREAS the said Bhalchandra Genuji Bhondve availed of a loan from the Kiwale Vikas Karyakari Seva Soc. and a charge in favour of the said Society was created on the said land bearing Survey No.180/2/2A /1 as security for due repayment of the said loan. Such Charge in favour of the said Society was entered in the "Other Rights" Column of the 7/12 Extract pertaining to the said land bearing Survey No.180/2/2 A/1 vide Mutation Entry No.1020, 1501, 1611, 1730, 1862.

AND WHEREAS as per the Mutation entry 1734 dt 9/8/1979 land admeasuring 00 Hectar 14 R out of 01 Hectar 06 R bearing Survey No 180/2/2A/1 acquired for MIDC. Therefore the remaining land admeasuring 00 Hectar 92 R is acquired by the Bhalchandra Genuji Bhondve.

AND WHEREAS as per mutation entry No 2258 Mr Vijaykumar T. Malhotra has purchased land admeasuring 00 H-02Ares from Subhash Bhondve and others by Sale Deed dtd. 12/6/1987. And as per said sale deed the 7/2 extract of 180/2/2A/1 divided in 180/2/2A/1 for owners and 180/2/2C for the purchaser. As per the said mutation name of Vijaykumar T Malhotra has been entered in Owners Column of Survey No 180/2/2C.

AND WHEREAS as per mutation entry No 2259 Mr Vijaykumar T. Malhotra has purchased land admeasuring 00 H-03 Ares from Subhash Bhondve and others by Sale Deed dtd. 7/1/1988. And as per said sale deed the 7/2 extract of 180/2/2A/1 divided in 180/2/2A/1 for owners and 180/2/2D for the purchaser. As per the said mutation name of Vijaykumar T Malhotra has been entered in Owners Column of Survey No 180/2/2D.

AND WHEREAS as per mutation entry No 2578 Mr Sunil Khule and others has purchased land admeasuring 00 H-04 Ares from Subhash Bhondve and others by Sale Deed dtd. 10/9/1991. And as per said sale deed the 7/2 extract of 180/2/2A/1 divided in 180/2/2A/1 for owners and 180/2/2A/2 for the purchaser. As per the said mutation name of Mr Sunil Khule and others has been entered in Owners Column of Survey No 180/2/2A/2 .

AND WHEREAS as per mutation entry No 2739 Mrs Anjali Arun Deshmukh has purchased land admeasuring 00 H-05 Ares from Subhash Bhondve and others by Sale Deed dtd. 31/3/1989. As per the said mutation name of Mrs Anjali Arun Deshmukh has been entered in Owners Column of Survey No 180/2/2A/1.

AND WHEREAS as per mutation entry No 2945 Mrs Shubha Satish Deshmukh has purchased land admeasuring 00 H-03 Ares from Subhash Bhondve and others by Sale Deed dtd. 4/6/1994. As per the said mutation name of Mrs Shubha Satish Deshmukh has been entered in Owners Column of Survey No 180/2/2A/1.

AND WHEREAS as per mutation entry No 3724 Mrs Jayshri Mohandas Shenoy has purchased land admeasuring 00 H-01.85 Ares from Subhash Bhondve and others by Sale Deed dtd. 4/6/1994. However Mrs Jayshri Mohandas Shenoy has not produced Agriculturist proof therefore name of Mrs Shubha Satish Deshmukh has been entered in record of other Column of Survey No 180/2/2A/1.

AND WHEREAS as per mutation entry No 4031 Mrs Kalawati Banarsidas Agarwal has purchased land admeasuring 00 H-06.4 Ares from Subhash Bhondve and others by Sale Deed dtd. 25/1/1995. However Mrs Kalawati Banarsidas Agarwal has not produced Agriculturist proof therefore name of Mrs Kalawati Banarsidas Agarwal has been entered in record of other Column of Survey No 180/2/2A/1.

AND WHEREAS as per mutation entry no 9303 legal heirs of Late Mrs Kalawati Banarsidas Agarwal was entered in 7/12 extract. And as per the order of SDO Haveli bearing No 510/2014, the sale of Late Kalawati Agarwal was legalize by the SDO therefore as per the Mutation Entry bearing No 9431 name of legal heirs of Late Kalawati Banarsidas Agarwal was entered in owner column of 7/12 extract of Survey No 180/2/2A/1.

AND WHEREAS as per mutation entry No 3243 Mrs Vina Pradip Shevani has purchased land admeasuring 00 H-05 Ares from Subhash Bhondve and others by Sale Deed . As per the said mutation name of Mrs Vina Pradip Shevani has been entered in Owners Column of Survey No 180/2/2A/1.

AND WHEREAS as per mutation entry No 4061 Mr Shahuraj Shripatrao Kedare has purchased land admeasuring 00 H-01.5 Ares from Mrs Shubha Satish Deshmukh by Sale Deed dt 28/10/97. As per the said mutation name of Mr Shahuraj Shripatrao Kedare has been entered in Owners Column of Survey No 180/2/2A/1.

AND WHEREAS the said Prakash Bhalchandra Bhondve availed of a loan from the Kiwale Vikas Karyakari Seva Soc. and a charge in favour of the said Society was created on the said land bearing Survey No.180/2/2A/1 as security for due repayment of the said loan. Such Charge in favour of the said Society was entered in the "Other Rights" Column of the 7/12 Extract pertaining to the said land bearing Survey No.180/2/2 vide Mutation Entry No.5588 However the said loan was repaid therefore the charge of Society was removed as per mutation entry no 5933, 7254.

AND WHEREAS the said Subhash Bhalchandra Bhondve availed of a loan from the Kiwale Vikas Karyakari Seva Soc. and a charge in favour of the said Society was created on the said land bearing Survey No.180/2/2A/1 as security for due repayment of the said loan. Such Charge in favour of the said Society was entered in the "Other Rights" Column of the 7/12 Extract pertaining to the said land bearing Survey No.180/2/2 vide Mutation Entry No.5589, 5837. However the said loan was repaid therefore the charge of Society was removed as per mutation entry no 5933.

AND WHEREAS the said Subhash Bhalchandra Bhondve availed of a loan from the Kiwale Vikas Karyakari Seva Soc. and a charge in favour of the said Society was created on the said land bearing Survey No.180/2/2A /1 as security for due repayment of the said loan. Such Charge in favour of the said Society was entered in the "Other Rights" Column of the 7/12 Extract pertaining to the said land bearing Survey No.180/2/2 vide Mutation Entry No.6859, 8252. However the said loan was repaid therefore the charge of Society was removed as per mutation entry no 7255, 8466.

AND WHEREAS that Mr. Vilas Bhalchandra Bhondve, Mr Subhash Bhalchandra Bhondve, late Mr. Kailas Bhalchandra Bhondve, Mr.Prakash Bhalchandra Bhondve and Sonabai Bhalchandra Bhondve executed and registered Partition Deed which is registered in the Office of Sub Registrar Haveli No 14 vide Document No 9147/2004 and also registered Correction Deed of the said Partition Deed which is registered in the Office of Sub Registrar Haveli No 17 vide Document No 10923/2009. Thereafter their names were entered on 7/12 extract by Mutation Entry No 6926 as owners thereof.

AND WHEREAS that one of the legal heir of the Late Bhalachandra Genuji Bhondve namely Mr. Kailas Bhalchnadra Bhondve was also died on dt 28/5/1991 leaving behind his legal heir namely Rekha Kailas Bhondve and son Kounal Kailas Bhondvay and daughter Shweta Sanjay Gawade and name of his legal heirs were entered on 7/12 extract by Mutation Entry No 6943 as owners thereof.

AND WHEREAS as per their Partition Deed the said Mr Prakash Bhalchandra Bhondve acquired 00 Hector 12.68R , Mr Vilas Bhalchandra Bhondve acquired 00 H. 19.66R, Subhash Bhalchnadra Bhondve acquired 00 H. 16R and Kailas Bhalchnadra Bhondve acquired 00 H. 21.66R as owner.

AND WHEREAS as per mutation entry No 6909 Mr Indarkumar Shubhkaran Choudhari has purchased land admeasuring 7686 sq.fts Ares from subhash bhondve and others by Sale Deed. As per the said mutation name of Mr Indarkumar Shubhkaran Choudhari has been entered in Owners Column of Survey No 180/2/2A/1.

AND WHEREAS as per mutation entry No 6293 Mrs Shanta Murlidhar Shanbhag has purchased land admeasuring 00 H-05 Ares from Mrs Anjali Deshmukh by Sale Deed. As per the said mutation name of Mrs Shanta Murlidhar Shanbhag has been entered in Owners Column of Survey No 180/2/2A/1.

AND WHEREAS as per mutation entry n0 7256 Vilash Bhalchandra Bhondve and Shweta Gawde repaid the loan amount of Kiwale Vikas Society therefore the charge of Kiwale Vikas Society was removed on the other column record of Survey NO 180/2/2A/1.

AND WHEREAS as per mutation entry No 7955 Mr Prakash Bhalchandra Bhondve has purchased land admeasuring 00 H-01.5 Ares from Mr Shahuraj Kedare by Sale Deed dt 18/6/2011. As per the said mutation name of Mr Prakash Bhalchandra Bhondve has been entered in Owners Column of Survey No 180/2/2A/1.

AND WHEREAS as per mutation entry No 9499 Mr Vijay Agarwal has purchased land admeasuring 600 sq.fts Ares from Smt Rekha Kailas Bhondve and others by Sale Deed. As per the said mutation name of Mr Vijay Agarwal has been entered in Owners Column of Survey No 180/2/2A/1.

AND WHEREAS as per mutation entry No 7946 M/s Trimurti Developers through its partner has purchased land admeasuring 00 H-07 Ares from Mr IndarKumar Shubhakaran Choudhari by Sale Deed. As per the said mutation name of M/s Trimurti Developers through its partner has been entered in Owners Column of Survey No 180/2/2A/1.

AND WHEREAS that as per their Partition Deed the said Mr Prakash Bhalchandra Bhondve acquired 00 Hecter 12.68R , Mr Vilas Bhalchandra Bhondve acquired 00 H. 19.66R, Subhash Bhalchnadra Bhondve acquired 00 H. 16R and Kailas Bhalchnadra Bhondve acquired 00 H. 21.66R as owner out of that as per sale deed executed to the various purchaser today Mr Vilas Bhalchandra Bhondve owned 00 Hecter 13R land, Subhash Bhalchandra Bhondve owned 00 Hecter 13 R land and Kunal Kailas Bhondve and others owned 08.06 R land.

AND WHEREAS as per mutation Entry No 10851 it appears that **BHALACHANDRA BUILDERS AND DEVELOPERSS** through its Partners has purchased the land admeasuring 00 Hecter 34.06R out of said S.No 180/2/2/1A village Ravet and As per the said sale deed name of the said Purchaser i.e. **BHALACHANDRA BUILDERS AND DEVELOPERSS** through its Partners Mr Vilas Bhalchandra Bhondve, Subhash Bhalchandra Bhondve and Kunal Kailas Bhondve, Smt Rekha Kailas Bhondve, Mrs Shweta Sanjay Gawade was mutated on 7/12 extract of S. No 180/2/2/1A as a absolute owner.

AND WHEREAS the Bhalchandra Builders and Developers through partner Mr Vilas Bhalchandra Bhondve, Subhash Bhalchandra Bhondve and Kunal Kailas Bhondve notary registered a partnership firm namely as "**BHALACHANDRA BUILDERS AND DEVELOPERSS** " under the Partnership Act 1956 vide registration no. **PU000066953 on 07/05/2019**

AND WHEREAS by virtue of the aforesaid ownership register partnership the Developers have been vested with valid right & authority to develop the said property and. the sole and exclusive right to sell the flats/shops/offices/units in the building/s to be constructed by the Developers /Promoters on the said property, and to enter into Agreement/s with the prospective Purchaser/s of the flats/shops/offices/units etc and to receive sale price in respect thereof.

AND WHEREAS the Promoters/Developers decided to develop the said Schedule 1, Property by constructing Building/s consisting of Ownership Units and to sell such units for consideration to the prospective Purchaser/s.

AND WHEREAS the Owner/Developers is in possession of the project land.

AND WHEREAS the Owner/Developers has proposed to construct on the project land (here specify number of buildings and wings thereof) a,b,c,d.

AND WHEREAS the Allottee is offered an **Flat bearing** number **on the Floor**, (herein after referred to as the said "Flat ")of the Building called "**AVENCIA PLAZA** " (herein after referred to as the said "Building") being constructed in the I phase of the said project, by the Promoter

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

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Pune no **P52100021537**; 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 buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Sale deed and Power of Attorney the Developers/Promoter has sole and exclusive right to sell the flat in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the flat to receive the sale consideration in respect thereof;

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

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

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

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

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

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

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

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an **Flat / Apartment No. 703 , 7th Floor** situated in the building **“AVENCIA PLAZA”** being constructed in the I phase of the said Project,

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

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

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at No. ; **P52100021537**.

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

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

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

1. The Promoter shall construct the said building/s consisting of Ground and 11 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat / Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Flat / Apartment No -** of the type **BHK** of Carpet area admeasuring **Sq. Metres** Dry Balcony area **Sq. Mtr** along with open Terrace **Sq.Mtr** carpet area on Floor in the building

“AVENCIA PLAZA” (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure C-1 and C-2 for the consideration of **Rs. /-** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

1(b) The total aggregate consideration amount for the apartment including Garages/Covered Parking spaces is thus **Rs. /-**

1(c) The Allottee has paid on or before execution of this agreement a sum of **Rs./- (Rupees .Only)** (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs./- (Rupees. Only)** in the following manner: - **Amount of 10% Rs. /-** in the following manner: - paid to the Promoter on or before the execution of Agreement

- i. Amount of 20% of the total consideration to be paid to the Developers after the execution of Agreement
- ii. Amount of 40% of the total consideration to be paid to the Developers on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of 50% for after 3rd slab the total consideration) to be paid to the Developers on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of 60% for after 7th slab the total consideration) to be paid to the Developers on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- v. Amount of 70% for Terrace slab (Final Slab) the total consideration) to be paid to the Developers on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- vi. Amount of 75% of the total consideration to be paid to the Developers on completion of the walls, internal plaster & External Plaster of the said Apartment.

- vii. Amount of 80% of the total consideration to be paid to the Developers on completion of the external plumbing, Flooring, Doors, & windows Electrical Fitting, of the building or wing in which the said Apartment is located...
- viii. Amount of 85% of the total consideration to be paid to the Developers on completion of the, staircases, lift of the said Apartment.
- ix. Amount of 95% of the total consideration to be paid to the Developers on completion of the, entrance lobby/s, Sanitary fittings and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- x. Balance Amount of 5% against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess, and any 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 Flat / Apartment.

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

1(f) The Developers may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 24% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) 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 by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

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

2.2 Time is essence for the Developers as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment/flat to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other

obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 3406 square meters only and Promoter has planned to utilize Floor Space Index of 1 by availing of TDR(1.4) or FSI(1) available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 1 as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

Any additional FSI/TDR as and when if permitted the developers shall exclusive preferential right to utilize and develop the same and the purchaser declares that the same shall be always be binding upon the purchaser. In case the developers decides to construct additional floor, then the developers shall be entitled to use the top terrace of existing building for such construction or to use the said FSI in any other property. In the layout of Survey No 180 the Builder/developer develop the Bungalows for Personal use which is shown in the layout of survey No 180, the said bungalows has the private property of the Developers and said developers has reserved rights in said layout for use the roads and amenities allotted for the purchasers, Builders has reserved absolute right to use, the building proportionate road to the Bungalows owned by the landlord of Survey No 180 & the said flat purchaser don't have any objection to the utilization and use of the Road for their easement rights.

And in proportionate area is 706 sq. metres of the said Bungalow of Survey No 180 towards the said residential building, builder have absolute right of the said area. Societies have no rights about the said area. The builders have absolute right to amalgamate the proportionate area/property of the plot along with the easement rights of the road and other amenities.

4.1 If the Developers fails to abide by the time schedule for completing the project and handing over the [Apartment/Flat] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5.The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6.The Promoter shall give possession of the Apartment to the Allottee on or before August 2023 If the Promoter fails or neglects to give possession of the

Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of 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.

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

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

7.3 Failure of Allottee to take Possession of Flat : Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the flat to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the flat or the building in which the flat is 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 flat or any part thereof or permit the same to be used only for purpose of Residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of flat in the building 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 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 bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the

society or Limited Company all the right, title and the interest of the Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said flat 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 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 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of **Rs.30,000/-** per annum towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

And Maintenance Includes following items: -

<u>Sr. No.</u>	<u>Cost Head</u>
1.	Housekeeping & Cleanliness (Sweepers cleaning expenses of internal Roads and Open Spaces)
2.	MSEB Bills for lift, common lighting and any other electrical appliances

3.	Limited Fuel for Genset
4.	Cleaning of Overhead & Underground Water Tanks
5.	Maintenance contracts of lift, Solar System, Garbage Chute, Fire Fighting Equipment's, Water pumps, generators, Sewage Treatment Plant (STP), etc.
6.	Security Personnel Payments
7.	Salaries of Management Team, administration expenses

The services for the maintenance of the above mentioned particulars are limited in nature. Any request for any additional services / maintenance would involve extra maintenance charges which will be charged separately to all Purchaser/s and shall be paid by the Purchaser/s separately to the builder / vendor as and when demanded.

And it Excludes following items: -

<u>No.</u>	<u>Cost Head</u>
1.	Property Taxes and other Local Authorities / Municipal Taxes concerned with the individual flat holders and Building.
2.	Insurances for building/ individual Flats/ equipments/ machinery, towards theft, fire etc. and any other such expenses,
3.	Sinking Fund, etc
4.	N.A. Tax.
5.	Water supply / tankers for Personal / Society use by DEVELOPMENT CONTROLLING AUTHORITY or private water Suppliers.
6.	Personal MSEB Bills.
7.	Internal Flat Maintenance.
8.	Wear and tear charges.
9.	Any other Statutory Charges.
10.	Any pay by use Services

The Purchaser/s shall not withhold any payments of the amounts due and payable to the Builder of the said Society as the case may be under this clause on

any ground whatsoever. In case the Purchaser/s commits any default in payment of the maintenance charges payable to the Builder or to the Society, the Builder or the society as the case may be shall have first charge over the said Flat, and such charge shall move with the said Flat and shall be binding on all subsequent transferees of the Purchaser/s. The Builder or the said society shall be entitled to recover the said arrears with interest thereon by due course of law. Further the Builder and/or society shall be entitled to get the said Flat attached to recover the said arrears as per Section 101 of the Maharashtra co-operative Societies Act, 1960 or all other remedies available to them as per the prevailing laws.

Rs.30,000/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company /Federation/Apexbody.**Rs.30,000 /- + 18% GST Rs.5, 400/- ,Total= 35,400/-**

11. The Allottee shall pay to the Promoter a sum of **Rs.1,50,000/-** 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 Deed, Deposit towards Water, Electric transformer electricity meters, and other utility and services connection charges & for deposits of electrical meter And **Rs 2,50,000/-** for the Apartment including the proportionate price of the common areas and facilities and covered parking spaces.(which is included in agreement value)

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

conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER The Promoter hereby represents and warrants to the Allottee as follows :-

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

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

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

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

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

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is

situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

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

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the

Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

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

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If

the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES :-

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the flat 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 there under or the applicable law, as the case may be, and the

remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the flat to the total carpet area of all the flat in the Project.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

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

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

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if

sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee :- **Mrs.**

Mr.

(Allottee's Address) :-

Notified Email ID :-

Promoter name :- **BHALACHANDRA BUILDERS AND DEVELOPERSS.**

Promoter Address :- **SR.NO.180/2/2A/1,GANESH NAGAR ,RAVET -412101
TAL-HAVELI, DIST-PUNE.**

Notified Email ID :- avenns1@gmail.com

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

28. JOINT ALLOTTEES :-

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

29. RECITAL :-

The Promoters has availed Construction Finance from AU SMALL FINANCE BANK LIMITED upon the sanctioned terms and conditions for which they have created charge on all the rights along with Development Rights, title, interest and benefit in all & singular with Present and Future FSI AND the beneficial right in the unsold units in the project "Avencia Plaza" being constructed on plot admeasuring 3406 sq. mtr bearing survey no. 180/2/2A/1(P), at Ganesh Nagar, MIDC Road, Ravet, Pune Maharashtra - 412101. In pursuance of the sanctioned terms and conditions, an Indenture of Mortgage dated 29/03/2021 executed between the Promoters as Mortgagor and AU Small Finance Bank Ltd. As Mortgagee and have created a Mortgage in respect of the said Property upon the terms and conditions mentioned therein. The said Indenture of Mortgage dated

29/03/2021 is registered with Office of Sub Registrar Assurance Haveli 24 under registered document no. 6707/2021.

30. PROMOTERS OBLIGATION : -

The Promoters has availed Construction Finance from AU SMALL FINANCE BANK LIMITED upon the sanctioned terms and conditions for which they have created charge on all the rights along with Development Rights, title, interest and benefit in all & singular with Present and Future FSI AND the beneficial right in the unsold units in the project “Avencia Plaza” being constructed on plot admeasuring 3406 sq. mtr bearing survey no. 180/2/2A/1(P), at Ganesh Nagar, MIDC Road, Ravet, Pune Maharashtra - 412101. In pursuance of the sanctioned terms and conditions, an Indenture of Mortgage dated 29/03/2021 executed between the Promoters as Mortgagor and AU Small Finance Bank Ltd. As Mortgagee and have created a Mortgage in respect of the said Property upon the terms and conditions mentioned therein. The said Indenture of Mortgage dated 29/03/2021 is registered with Office of Sub Registrar Assurance Haveli 24 under registered document no. 6707/2021. The Allottee/s / Purchaser/s do and each of them doth hereby agree that in event the consideration payable by the Allottee/s / Purchaser/s unto the Promoter herein, as required by the AU Small Finance Bank Limited, then the same shall be transferred into the designated Bhalchandra Builders and Developers Avencia Plaza RERA Collection Account - 2121245931750201 being opened by the Promoter's with the AU Small Finance Bank Limited.

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

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

33. GOVERNING LAW :-

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

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

SCHEDULE - I

All that piece and parcel of the property bearing Survey No 180 Hissa No 2/2A/1, area admeasuring 00 Hecter 34.06R out of total area admeasuring 00 Hecter 80 R, situated at Village - Ravet, Tal - Haveli, Dist - Pune, within the limits of Pimpri-Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar and Haveli and which is bounded as follows: -

ON OR TOWARDS EAST	- MIDC Road
ON OR TOWARDS SOUTH	- Sr.No.187
ON OR TOWARDS WEST	- Nala
ON OR TOWARDS NORTH	- Sr.No.180 Hissa Mr. Prakash Bhondve

SCHEUDLE - II**DETAILS OF THE FLAT**

Flat No.	:
Carpet Area of unit	: Sq.Mtrs
Carpet area of Attached Terrace	: Sq. Mtrs
Dry Balcony	: Sq.Mtrs
Floor	: Floor
Name of the Project	: "AVENCIA PLAZA."

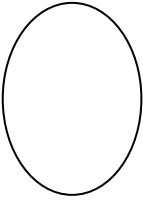
SCHEDULE - III**COMMON AREAS AND FACILITIES****(a) COMMON AREAS**

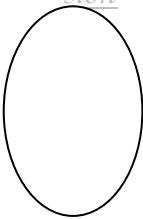
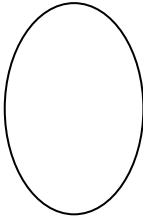
1. The land under the buildings.
2. The footings, RCC structures and main walls of the buildings.

- 3. Staircase, columns and lift as with lift room in the building/s.
- 4. Common sewage/Drainage, Water, Electrical Lines, Power Backup.
- 5. Common ground water storage tank and overhead tank.
- 6. Electrical meters, wiring connected to common lights, lifts, pumps.

(b) LIMITED COMMON AREAS AND FACILITIES:

- 1. Partition walls between the two tenements/flats/units shall be limited common property of the said two tenements/flats/units.
- 2. The parking areas under stilts/ marginal open spaces/ podium/ basements and portions thereof may be allotted for exclusive use of the specific tenements/flats/units by the Promoter as per his discretion or retained by it.
- 3. Other exclusive and limited common area and facilities as mentioned in the agreement.
- 4. All areas which are not covered under aforesaid head common areas and facilities are restricted areas and facilities.
- 5. Land around building and open areas.
- 6. Terrace on the top of Building including the self contained lift room
- 7. Passage leading to top terrace from the last floor.

<u>PHOTO</u>	<u>Left Hand</u> <u>Thumb</u> <u>Imression</u> 	SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PROMOTER M/S BHALACHANDRA BUILDERS AND DEVELOPERSS THROUGH ITS AUTHORIZED PARTNERS Sign..... Mr. KOUNAL KAILAS BHONDVAY (PARTY OF THE FIRST PART AND PARTY OF THE THIRD PART)
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<u>PHOTO</u>	<u>Left Hand</u>	SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PURCHASER
	<u>Thumb Imp</u> <u>sion</u> 	Sign..... (PARTY OF SECOND PART)
		Sign..... (PARTY OF SECOND PART)

<u>WITNESS NO. 01;</u> Sign _____	<u>WITNESS NO. 02;</u> Sign _____
Mr.	Mr.
R/at:	R/at:

SCHEDULE ‘A’

PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

DETAILS OF THE FLAT

Flat No. :
 Carpet Area of unit : Sq.Mtrs
 Carpet area of Attached Terrace : Sq. Mtrs
 Dry Balcony : Sq.Mtrs
 Floor : Floor
 Name of the Project : "AVENCIA PLAZA."
 Parking Type :

SCHEDULE 'B'
 FLOOR PLAN OF THE FLAT
 ANNEXURE - A
TITLE CERTIFICATE

This is to certify that I have investigated the title to the aforesaid property which is more particularly described in the schedule written below and have persuaded title-deed and certify that in our opinion the title of the said Vendor/original owner /promoter/ Developer/ Builder is clear, marketable and free from all encumbrances, charges and /or claims etc

SCHEDULE OF THE PROPERTY

All that piece and parcel of the property bearing Survey No 180 Hissa No 2/2A/1, area admeasuring 00 Hectar 34.06R out of total area admeasuring 00 Hectar 80 R, situated at Village - Ravet, Tal - Haveli, Dist - Pune, within the limits of Pimpri-Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar and Haveli and which is bounded as follows: -

ON OR TOWARDS EAST - MIDC Road
 ON OR TOWARDS SOUTH - Sr.No.187
 ON OR TOWARDS WEST - Nala
 ON OR TOWARDS NORTH - Sr.No.180 HissaMr.Prakash Bhondve
 Pune.

Dated -

Sd/-
 Adv Kamthe P.B.

ANNEXURE -B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Owner/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 -D

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

ANNEXURE - E

(Specification and amenities for the Flat),

(A) AMENITIES

Attractive main entrance gate

Landscape garden

Children recreation zone

Senior citizen sit outs

Fire Hydrant system

Attractive Compound wall

Two level parking

Rain water harvesting

Solar water system

Garbage chute

Water purifier

CCTV for Common area at ground level

False ceiling for living

Inverter/Genset backup for two lift & common area

SPECIFICATION:

1. **STRUCTURE:**

Earthquake resistant R.C.C. Frame structure, 6" thick brick work for external wall. 6"/4" thick brick work for internal wall. Sand face cement plaster externally & gypsum finish for internal wall.

2. **DOOR :**

Laminated designer main door with S.S.Door fittings. French door for terrace in living & bedroom laminated internal doors with wooden frame in bedrooms. Water proof floors in toilets with granite door frame.

3. **WINDOWS :**

Powder coated aluminum sliding window with mosquito net & M.S.safety grills. Granite /Marble sill for large windows

4. **FLOORING :**

800" x 800"MM vitrified tiles flooring with skirting in rooms. Anti-skid ceramic tiles flooring in toilets, Balcony& Terrace.

5. **KITCHEN**

Granite top with S.S.Sink for kitchen platform provision of exhaust fan, fridge, micro wave. Designer tiles dado up to lintel level over platform washing machine point in dry balcony.

6. **ELECTRIFICATION :**

Concealed polycab/equivalent wiring with modular switches. Telephone points & T.V. Points in living & master bedroom. Provision for A/C point in master bedroom. Inverter ready wiring for each flat.

7. **PAINTING :**

OBD paint for internal wall and ceilings. Acrylic paint for external walls.

8. **TOILET**

Concealed plumbing with hot and cold mixer with diverter shower.Jaguar/equitant C.P.bath fittings. I.S.I. mark sanitary ware. Ceramic tiles dado up to lintel level.

COMMON SOLAR WATER TANK WILL BE PROVIDED AS PER PCMC
NORMS WITH ADEQUATE BACKUP.
LETTER BOX FOR EACH FLAT

(B) RESTRICTED AREAS AND FACILITIES:-

1. The parking in basement if any as well as under stilt in each wing / building as the case may be shall be restricted and the Promoter herein shall have exclusive right to allot the same to the Tenement Holder/s in the such building or Tenement Holder/s in any building of the scheme.
2. Parking being open to sky in side margin of the building in the project shall be restricted and the Promoter herein shall have exclusive right to allot the same to the Tenement Holder/s in any building of the scheme.
3. Terraces adjacent if any to the flat/shop/s shall be restricted and shall be for exclusive use of such respective Flat/shop Holder/s.
4. Top terrace of the building/s shall be restricted and the Promoter herein shall have exclusive right to allot the same to the Accommodation Holder/s in the building/wing.
5. All areas etc. which are not covered under aforesaid head "Common Area And Facilities" are restricted areas and facilities which include the marginal open spaces, terraces, car-parking within the said land and in the building/s, Which is/are under construction on the said land is reserved and the Promoter shall have exclusive rights to sell or transfer, convey the same in part or in full to any Buyer/s of flat/shop/s, terrace/s, parking space/s etc. or to convert the Restricted Area into Common Area or vice-versa.

ANNEXURE -F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority) Received of and from the Allottee above named the sum of Rupees000/- on execution of this agreement towards Earnest Money Deposit or application fee

I say received.

The Promoter/Developers.