

Proforma of Allotment Letter

Date: _____

To,

Mr. _____

Mrs. _____

Sub: Allotment of Flat No. _____ in Wing "_____" on the _____ Floor of Residential Project known as "Teerth Avila" situated at land total admeasuring about 22926.00 Sq.Mtrs. comprising of S.No. 127/1 & 2 Part/A/3, S.No. 127/1 & 2 Part/A/2, S.No. 127/1 & 2 Part/A/4, S.No. 87 Part/128 Part/A/1 Pune, within the limits of Pune Municipal Corporation and within the Registration Sub-District Taluka Haveli of District Pune

Dear Sir / Madam,

1. We are developing a Residential Project "Teerth Avila" duly registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority at Mumbai bearing registration no _____.

2. We hereby agree to allot you on ownership basis Flat No. in Wing/ Building "_____" on the _____ Floor in the residential project named "Teerth Avila" having RERA carpet area admeasuring _____ Square Meters with exclusive balcony area admeasuring _____ Square Meters, Enclosed balcony area admeasuring _____ Square Meters, Dry balcony area admeasuring _____ Square Meters (hereinafter referred to as the said "Flat") for the consideration of Rs./- (Rupees _____ only) and we hereby earmark ____ (____) covered Car Parking Space, in any arrangement in the said building on the terms and conditions as contained in the proforma Agreement for Sale attached herewith.

3. You have paid us, interest free amount of Rs. _____ /- (Rupees _____ only) (not less than 5% of the total consideration) as application fee and you shall pay to us the balance amount of Rs. _____

_____-/- (Rupees _____ only) as per the Payment
Schedule recorded in "Agreement for Sale".

4. On receipt of 10% of the total consideration we have to compulsorily execute and register "Agreement for Sale" immediately. Kindly also note that if 10% of the total consideration is not received within 30 days, then 5% of the Agreement Value is mutually agreed to be liquidated damages will be deducted from payment made by you and balance amount, if any will be refunded to you without any interest.

5. You hereby agree and undertake to be bound by and perform all the obligations and the terms and conditions contained in the proforma Agreement for sale, including timely payment of amounts stated thereunder.

6. You are requested to sign in confirmation of accepting the terms as mentioned in proforma "Agreement for Sale" by subscribing your signature on this letter and copy of this letter.

Yours sincerely,

Mr. Vijay Tukaram Raundal

For Teerth Developers

Propitiator

First Allotee:

Second Allottee :

AGREEMENT

THIS **AGREEMENT** is made at Pune on this _____ day of _____ in the year
Two Thousand and Twenty Two.

BETWEEN

TEERTH DEVELOPERS

Through its Proprietor Mr. VIJAY TUKARAM RAUNDAL

Age: 53 Years, Occupation: Business

Address: C-708, Teerth Technospace,

Next to Marcedez Benz Showroom, Baner -411045

PAN: AAQPR0124G

Aadhar No. 302544172966

Hereinafter wherever the context so requires referred to as the "**the Promoter**"
(which expression shall unless it be repugnant to the context or meaning thereof
mean and include its administrators, successors and assigns)

.....OF THE FIRST PART

AND

Mr. _____

Age: _____ Occupation: _____

Address: _____,

PAN: _____

Aadhar No. _____

Mrs. _____

Age: _____ Occupation: _____

Address: _____,
_____,

PAN: _____

Aadhar No. _____

Hereinafter for the sake of convenience referred to as “**the Purchaser/s**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include where (i) in case of individuals his/her/their heirs, executors, administrators and permitted assigns, (ii) in case of partnership firm - the partners from time to time of the said firm, their survivor/s , heirs, executors , administrators and permitted assigns, (iii) in case of Company- its successors, administrators and permitted assigns, and (iv) in case of LLP- the said LLP and its partners from time to time, and the representatives, administrators and successors in interest of the LLP)

..... **OF THE SECOND PART**

WHEREAS:

A. All that piece and parcel of nonagricultural land total admeasuring about 22926.00 Sq.Mtrs. comprising of following Survey Number's lands situated at Village Sus, Taluka Mulashi, District Pune, within the limits of Pune Municipal Corporation within the jurisdiction of Sub-Registrar Haveli, Pune.

- i. Land bearing S.No. 127/1 & 2 Part/A/3 admeasuring about 19.861 Aar
- ii. Land bearing S.No. 127/1 & 2 Part/A/2 admeasuring about 149.7415

- Aar
- iii. Land bearing S.No. 127/1 & 2 Part/A/4 admeasuring about 29.6256
Aar
- iv. Land bearing S.No. 87 Part/128 Part/A/1 admeasuring about
30.0319
Aar

bounded as follows:

On or towards the East: By S. No. 127/2P

On or towards the South: By 127/1P Hissa No. 4 & 5

On or towards the West: Village Road

On or towards the North: Proposed RP road.

(hereinafter referred to as the **“said land/Project Land”**), which is more particularly described in the Schedule-I given hereunder is owned by the Owner/Promoter herein.

B. The original Survey Numbers and areas of the said project land were as follows:

a. All that piece and parcel of the Land bearing Survey No. 127, Hissa No.1 area admeasuring 00 Hector 79 Ares and 00 Hectares 23.33 Ares i.e. totally area admeasuring 01 Hectares 2.33 Ares (comprised in the larger portion of land bearing Survey No. 127/1 area admeasuring 01 Hectares 70 Ares), Situate at Village Sus, Taluka Haveli, District, Pune, within the limits of Zilha Parishad Pune.

b. All that piece and parcel of the Land bearing Survey No. 127, Hissa No.28 area admeasuring 00 Hector 91.5 Ares (comprised in the larger portion of land bearing Survey No. 127/128 area admeasuring 00 Hectares 98.5 Ares), Situate at Village Sus, Taluka Haveli, Dist. Pune, within the limits of Zilha Parishad Pune.

c. All that piece and parcel of the land bearing Plot No. 21 area admeasuring 345 Sq. Mtrs. of Survey No. 87/1A of Village Sus, Taluka Mulshi, Dist. Pune, within the limits of Zilha Parishad Pune.

d. All that piece and parcel of the land bearing Plot No. 22 area admeasuring 300 Sq. Mtrs. of Survey No. 87/1A of Village Sus, Taluka Mulshi, Dist. Pune, within the limits of Zilha Parishad Pune.

e. All that piece and parcel of the land bearing Plot No. 54+55A area admeasuring about 00 Hectar 4.36 Ares i.e. 436.80 Sq. Mtr. out of total area admeasuring 02 Hectare 45 Ares and Pot Kharaba 00 Hectare 67 Ares i.e. total area admeasuring 03 Hectare 12 Ares, out of Survey No. 128 of village Sus, Taluka Haveli, Dist. Pune, within the limits of Zilla Parishad Pune.

f. All that piece and parcel of the land bearing Plot No. 55B+56A area admeasuring 00 Hectar 4.35 Ares i.e. 435.40 Sq. Mtr. out of total area admeasuring 02 Hectare 45 Ares and Pot Kharaba 00 Hectare 67 Ares i.e. total area admeasuring 03 Hectare 12 Ares, out of Survey No. 128 of village Sus, Taluka Haveli, Dist. Pune, within the limits of Zilha Parishad Pune.

g. All that piece and parcel of the land bearing Plot No. 56B+57 area admeasuring 00 Hectar 4.34 Ares i.e. 434.10 Sq. Mtr. out of total area admeasuring 02 Hectare 45 Ares and Pot Kharaba 00 Hectare 67 Ares i.e. total area admeasuring 03 Hectare 12 Ares, out of Survey No. 128 of village Sus, Taluka Haveli, Dist. Pune, within the limits of Zilha Parishad Pune.

h. All that piece and parcel of the land bearing Plot No. 58 area admeasuring 00 Hectar 3.24 Ares i.e. 324.53 Sq. Mtrs. out of total area admeasuring 02 Hectare 45 Ares and Pot Kharaba 00 Hectare 67 Ares

i.e. total area admeasuring 03 Hectare 12 Ares, out of Survey No. 128 of village Sus, Taluka Haveli, Dist. Pune, within the limits of Zilha Parishad Pune.

i. All that piece and parcel of the land bearing Plot No. 59 area admeasuring 00 Hectare 3.76 Ares i.e. 376.85 Sq. Mtr. i.e. 4055 Sq. Ft. out of total area admeasuring 02 Hectare 45 Ares and Pot Kharaba 00 Hectare 67 Ares i.e. total area admeasuring 03 Hectare 12 Ares, out of Survey No. 128 of village Sus, Taluka Haveli, Dist. Pune, within the limits of Zilha Parishad Pune.

j. All that piece and parcel of the land bearing Plot No. 60 area admeasuring 00 Hectare 2.68 Ares i.e. 268.58 Sq. Mtr. i.e. 2890 Sq. Ft. out of total area admeasuring 02 Hectare 45 Ares and Pot Kharaba 00 Hectare 67 Ares i.e. total area admeasuring 03 Hectare 12 Ares, out of Survey No. 128 of village Sus, Taluka Haveli, Dist. Pune, within the limits of Zilha Parishad Pune.

k. All that piece and parcel of the land bearing Plot No. 61 area admeasuring 00 Hectare 3.25 Ares i.e. 325.27 Sq. Mtr. i.e. 3500 Sq. Ft. out of total area admeasuring 02 Hectare 45 Ares and Pot Kharaba 00 Hectare 67 Ares i.e. total area admeasuring 03 Hectare 12 Ares, out of Survey No. 128 of village Sus, Taluka Haveli, Dist. Pune.

C. By virtue of Sale Deed dated 24/12/2014 registered in the office of Sub Registrar Haveli No.15 at Sr. No. 9545/2014 Mr. Sachin Ratikant Gengaje, Mr. Rajan Kantial Gengaje and Smt. Hirkani Kantilal Gengaje sold transferred and Conveyed land bearing Plot no. 21 area admeasuring 345 Sq. Mtrs. and land bearing Plot no. 22 area admeasuring 300 Sq. Mtrs. of Survey no. 87/1A to and in favour Mr. Vijay Tukaram Raundal, and the name of the purchaser got recorded on the 7/12 extract as the owner thereof vide Mutation Entry no. 8657.

- D. By virtue of Sale Deed dated 20/10/2008, Pravara Medical Trust through its authorized signatory Mr. Manoj Madhavrao Narawade executed Sale Deed dated 26/05/2011 and thereby sold, transferred and conveyed the 1) Land area admeasuring 01 Hectares 2.33 Ares i.e. 10233 Sq. Mtr. out of total area admeasuring 01 Hectares 70 Ares out of bearing Survey No. 127/1 of Village Sus, Taluka Mulshi, District Pune and 2) area admeasuring 00 Hectares 91.50 Ares i.e. 9150 Sq. Mtr. out of total area admeasuring 00 Hectares 98.50 Ares out of Survey No. 127/2B i.e total area admeasuring 01 Hectares 93.83 Ares i.e. 19383 Sq. Mtr. out of Survey No. 127/1 and 127/2B of village Sus Tal Mulshi Dist Pune to and in favor of Mr. Vijay Tukaram Raundal for the total consideration amount of Rs. 9,21,00,000=00. The said Sale Deed registered in the office of sub-registrar Haveli No. 19 at Serial No. 5306/2011. Accordingly, name of Mr. Vijay Tukaram Raundal mutated on the 7/12 extract for the said land as owner. It is also seen from mutation entry no. 7309 and
- E. By virtue of Sale Deed dated 06/07/2011 Mr. Dattatray Bhagawan Parkhi sold transferred and conveyed the Land bearing Survey No. 127/1 area admeasuring 00 Hectares 03 Ares i.e. 300 Sq. Mtr. out of total area admeasuring 01 Hectares 70 Ares to and in favor of Mr. Vijay Tukaram Raundal. The said Sale Deed is registered in the office of sub-registrar Haveli No. 15 at serial No. 5942/2011 on 07.07.2011. Accordingly, name of Mr. Vijay Tukaram Raundal mutated on the 7/12 extract vide Mutation Entry No. 7362.
- F. As such Mr. Vijay Tukaram Raundal became absolute owner of the Survey No. 127/1 area admeasuring 01 Hectares 2.33 Ares i.e. 10233 Sq. Mtrs. (land purchased from Pravara Medical Trust) and land area admeasuring 00 Hectares 03 Ares i.e. 300 Sq. Mtrs. (land purchased from Mr. Dattatraya Parkhi) total land area admeasuring 01 Hectare 05.33 Are out of land area admeasuring 01 Hectare 58 Are plus pot kharaba 01 Hectare 70 Are of Survey no. 127 Hissa no. 1 of village Sus, Taluka Mulshi, District Pune.

- G. Thereafter, by virtue of Sale Deed dated 28/03/2014 Mr. Aniket Avinash Bhagwat, Mrs. Vijayshree Aviansh Bhagwat, Mr. Amitabh Avinash Bhagwat as owner of the plot no. 54+55A area admeasuring 00 Hectare 4.36 Are i.e. 436.80 Sq. Mtrs, and Plot no. 55B+56A area admeasuring 00 Hectare 4.35 Are i.e. 435.40 Sq. Mtrs, Mr. Aanad Shikaji Patwardhan for plot no. 56B+57 area admeasuring 00 Hectare 4.34 Are i.e. 434.10 Sq. Mtrs, Smt. Jayashreee Yashwant Bapat, Mr. Rajendra Yashwant Sapat and Mr. Virendra Yashwant Bapat for plot no. 58 area admeasuring 00 Hectare 3.24 Are i.e. 324.53 Sq. Mtrs out of the total land area admeasuring 02 Hectare 45 Are plus potkharaba 00 Hectare 67 Are total land area admeasuring 16.29 Are i.e. 1630.80 Sq. Mtrs out of the total land 03 Hectare 22 Are out of Survey no. 128 of Village Sus, Taluka Mulshi, District Pune executed the Sale Deed to and in favour of the Mr. Vijay Tukaram Raundal and transferred, conveyed the said land for the consideration amount of Rs. 1,28,30,500=00. The said Sale Deed is duly registered in the office of the Sub Registrar Haveli no. 15 at serial no. 2275/2014 on 28/03/2014.
- H. Thereafter, by virtue of Sale Deed dated 22/05/2014 Mr. Somanath Pandurang Kate and Mr. Vishal Bachuram Kate as owners of the plot no. 59 area admeasuring 00 Hectare 3.76 Are i.e. 376.85 Sq. Mtrs. i.e. 4055 Sq. ft. and plot no. 60 area admeasuring 00 Hectare 2.68 Are i.e. 268.58 Sq. Mtrs i.e. 2890 Sq. ft out of the total land area admeasuring 02 Hectare 45 Are plus potkharaba 00 Hectare 67 Are total land area admeasuring 03 Hectare 22 Are out of Survey No.128 of village Sus, Taluka Mulshi, District Pune executed the Sale Deed to and in favour of the Mr. Vijay Tukaram Raundal and transferred, conveyed the said land for the consideration amount of Rs. 62,50,500=00. The said Sale Deed is duly registered in the office of the Sub Registrar Haveli No. 15 at serial No.3617/2014 on 22/05/2014.
- I. It is seen from the Sale Deed dated 10/04/2015 that Mrs. Jayashree Anil Bhadekar and Mr. Anil Vasant Bhadekar as owner of the land bearing plot no. 61 area admeasuring 00 Hectare 3.25 Are i.e. 325.27 Sq. Mtrs i.e. 3500 Sq. ft out of the total land area admeasuring 02 Hectare 45 Are plus potkharaba 00 Hectare

67 Are total land area admeasuring 03 Hectare 22 Are out of Survey No. 128 of Village Sus, Taluka Mulshi, District Pune executed the Sale Deed dated 10/04/2015 to and in favour of Mr. Vijay Tukaram Raundal and transferred, conveyed the said land for the consideration of two flats of salable area admeasuring 902 Sq. ft. each in the proposed scheme constructed upon the said land. The said Sale Deed is duly registered in the office of the Sub Registrar Haveli no. 15 at serial no. 3720/2015 on same day.

J. The said owners also executed Power of Attorney dated 10/04/2015 and appointed Promoter i.e. Mr. Vijay Tukaram Raundal as power of attorney holder and given various powers relating to the said land. The said Power of Attorney is duly registered in the office of the Sub Registrar Haveli no. 15 at serial no. 3721/2015 on the same day.

K. As such, Mr. Vijay Tukaram Raundal became absolute owner of the land bearing plot no. 59 of the Private layout area admeasuring 00 Hectare 3.76 Are i.e., 376.85 Sq. Mtrs. i.e. 4055 Sq. Ft. and plot no. 60 of the private layout area admeasuring 00 Hectare 2.68 Are i.e. 268.58 Sq. Mtrs. i.e. 2890 Sq. Ft. (land purchased from Mr. Somanath Pandurang Kate and Mr. Vishal Bachuram Kate) and plot no. 61 of the private layout area admeasuring 00 Hectare 3.25 Are i.e. 325.27 Sq. Mtrs i.e. 3500 Sq. Ft. (land purchased from Mrs. Jayashree Anil Bhadekar and Mr. Anil Vasant Bhadekar) total land area 00 Hectare 9.69 Are i.e. 969 Sq. Mtrs out of total land area admeasuring 02 Hectare 45 Are plus potkharaba 00 Hectare 67 Are total land area admeasuring 03 Hectare 22 Are out of Survey No. 128 of village Sus, Taluka Mulshi, District Pune.

L. The Promoter has decided to develop a Project named '**Teerth Avila**' (herein after referred to as '**the said project**') on the Project land and construct Building/s comprising of Residential Flats/Units, Shops/Offices, Showrooms and/or other such units as may be permissible, to be sold on ownership basis or otherwise, as it may in its absolute discretion deem fit. Accordingly, the Promoter prepared, submitted and got sanction to the building plans and specifications of

the proposed building/s to be constructed on the said land/property from the Pune Metropolitan Region Development Authority, Pune under Commencement Certificate No. CC/549/18-19 dated 17-11-2018 and revised sanction issued by Deputy Metropolitan Planner, Pune Metropolitan Region Development Authority, Pune vide ja. Kra. 1255 dated 27-08-2021.

M. Vide order dated 25-09-2019 Deputy Superintendent Land Records Mulashi (Paud) vide letter dated Ja. Kr. 917/19 Kra/Ka Ja. P./ Sus- 19/19 dated 25/09/2019 and Kami Jast Patrak kra. 19/2019 ordered to prepare new 7/12 extract by closing original 7/12 extracts as there was conversion of areas. Effect of the said order was given on 7/12 extract vide M.E. number 10338 and the following 7/12 extracts in respect of the Project land were created.

- i. Land bearing S.No. 127/1 & 2 Part/A/3 admeasuring about 19.861 Aar
- ii. Land bearing S.No. 127/1 & 2 Part/A/2 admeasuring about 149.741 Aar
- iii. Land bearing S.No. 127/1 & 2 Part/A/4 admeasuring about 29.6256 Aar
- iv. Land bearing S.No. 87 Part/128 Part/A/1 admeasuring about 30.319 Aar

N. In the circumstances, the Promoter has become absolute owner of the project land and is absolutely entitled to develop, construct, sell and allot the Residential Flats/Units, shops/offices, garages, showrooms and/or other units as may be permissible constructed/to be constructed on the said land and/or/also the basements/garages/terraces/allot parking spaces and any other areas, spaces or structures constructed/to be constructed on the said land (except the units agreed to be allotted to the land owners) to the various prospective purchasers thereof, and to enter into agreements with such prospective purchasers of the Flats/Offices/Units, to allot, sell, lease, grant on leave and license basis, or otherwise alienate or transfer the same in whatsoever manner, along with the use of the common and restricted areas and facilities, that are provided/ intended to be provided in the said project such as parking spaces, open spaces etc. and to receive the consideration therefore, and to appropriate the amounts so

received to the Promoter's own benefit.

- O. The Promoter has appointed **Mr. Amit R Ekambe, Sans Architect**, Architect/s registered with the council of Architects at registration number CA/2010, 50662, and has also appointed **JRCC (Mr. Suhas Joshi)** as Structural Engineer for the preparation of the structural design and drawing/s of the building/s and the Promoter agrees to accept the professional supervision of the Architects and the Structural Engineers till the completion of the building/s. The Promoter herein has reserved the rights to change the Architects and the Structural Engineers as and when required during or before the completion of the development of the Project.
- P. the Promoters are entitled to construct buildings on the project land in accordance with the recitals hereinabove and is entitled to sale the units in the building/s being constructed/proposed to be constructed;
- Q. the Promoter is in possession of the project land.
- R. the Promoter has proposed to construct on the project land:
- i. Four Residential buildings i.e. "A", "B", Buildings "C1" and "C2" Wings. A building having 2 level Parking + Seventeen upper floors, B building having 2 level Parking + Seventeen upper floors, C1 and C2 each building having 1 level parking + fourteen upper Floors as per the latest building plans sanctioned by PMRDA
 - ii. Total Shops 38
 - iii. Total Covered parking 181.
 - iv. Open Parkings 61
- S. The Promoter has appointed an Architect registered with the Council of Architects.

- T. 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.
- U. By virtue of the Conveyance Deeds the Promoter has sole and exclusive right to sell the Apartments/Flats/Offices in the said building/s to be constructed/being constructed by the Promoter on the project land and to enter into Agreement/s with the Purchaser(s)/s of the Apartments/Flats/Offices to receive the sale consideration in respect thereof;
- V. on demand from the Purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects M/s **Mr. Amit R Ekambe, Sans Architect** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- W. the authenticated copies of Certificate of Title issued by the advocate of the Promoter, authenticated copies of 7/12 Extract showing the nature of the title of the Promoter to the project land on which the Apartments/Flats/Offices are constructed or are to be constructed have been annexed hereto and marked as Annexure '**A**' and '**B**', respectively.
- X. the authenticated copies of the latest plans as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.
- Y. the authenticated copies of the plans and specifications of the Apartments/Flats/Offices agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

Z. The Developer/Promoter herein has obtained permission/approval for construction of the Building/s the specifications, elevations, sections and of the said building/s on the said land/property from Pune Metropolitan Region Development Authority under CC No. 541/18-19 dated 17-11-2018 and revised plan dated 27-08-2021 have been annexed and marked as **Annexure G**. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, 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.

AA. 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.

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

CC. the Purchaser has applied to the Promoter for allotment of **Flat/ Shop No.** _____ on _____ **floor in the building** _____ (herein after referred to as the said Flat/shop) situated in the building ' _____ ' being constructed in the single phase of the said Project " Teerth Avila" .
the Carpet area of the said Flat/Shop is _____ **Sq. Mtrs.** (that is _____ square Feet) and enclosed balcony of _____ **Sq. Mtrs.** exclusive attached terrace of _____ **Sq. Mtrs.**, dry balcony of _____ **Sq. Mtrs.** (that is _____ square Feet). "Carpet area" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Said Flat for exclusive use

of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Flat .

DD. 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;

EE. prior to the execution of these presents the Purchaser has voluntarily paid to the Promoter a sum of Rs. _____/-being part payment of the consideration of the Flat agreed to be sold by the Promoter to the Purchaser as Advance Payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

FF.the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Pune under MAHARERA no _____; copy is attached as Annexure 'F'.

GG. under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat with the Purchaser, 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 Purchaser hereby agrees to purchase the 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 Parking Residential flats/ shops/parking and such additional floors as may be permitted by planning authority 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 Purchaser in respect of variations or modifications which may adversely affect the Flat of the Purchaser except any alteration or addition required by any Government authorities or due to change in law. However, if such variation or revision is not affecting the Flat allotted to the Purchaser, no such consent shall be required.

The Purchaser/s hereby irrevocably grant his/her/it's/their express unconditional consent to the Promoter to carry out such amendments, alterations, modifications, revisions, and/or variations as the promoter deems necessary and also agrees to grant his/her/it's/their unconditional consent as may be required in future. If the Promoter call for specific NOC of the Purchaser and if the Purchaser does not object within 15 days from the date on which the Promoter intimating and seeking such consent, such consent shall be deemed to have been given, and thereafter, the Purchaser will have no right to raise any objection. It is expressly agreed upon and the Purchaser is aware that as a result of changes in the Building Plans, the proportionate undivided share or interest of the Purchaser attached to the said Flat/Unit may proportionately increase or decrease. The Purchaser hereby expressly consents to such changes in the said proportionate undivided share or interest, and hereby expressly authorizes the Developer/Promoter to so increase or decrease the same, and the Purchaser hereby irrevocably agrees to accept the same.

The Purchaser is aware that the Promoter intends to carry out the development of the project known as “**Teerth Avila**” in single phase on the said land described in the **Schedule-I** hereunder given, by constructing Building/s comprising of Residential Flats/Units/shops/offices and other permissible Units, areas/open spaces / car parking spaces / terraces / garage/s and also intends to provide certain areas and facilities like attached terraces, parking etc. for the sole and exclusive use of the purchasers of certain specific Units therein, in accordance with the Statutory Approvals granted by the concerned Authorities and which have been seen and approved by the Purchaser, subject to such variations and modifications as the Promoter may consider necessary or as may be required by the concerned Authorities / Government to be made therein or in any of them. The Promoter intends to provide certain areas and facilities in the project for the common use of/by all the Flat/Unit Purchasers, and also intends to keep certain areas and facilities for restricted use and enjoyment of/by the Purchasers of certain specific Units in the said building/s. It is hereby clarified that the other Shop/flat/unit/apartment purchasers shall not be entitled to use the restricted area allotted to any particular Shop/flat/unit/apartment purchaser. It shall be binding on the organization of units/flats/apartment purchasers to confirm the restricted areas allotted to the respective unit purchasers.

- 1.a The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser **Flat/ Shop No.** _____ on _____ **floor** in the _____ building in the said project and Carpet area of the said Flat is _____ **Sq. Mtrs.** (that is _____ square Feet) and Enclosed Balcony area ----- Sq.Mtrs. exclusive attached terrace of _____ **Sq. Mtrs. Dry balcony** area _____ **Sq. Mtrs.** (that is square Feet) (hereinafter referred to as "The Said Flat") as shown in the Floor plan thereof hereto annexed and marked **Annexure D**, together with _____ parking space for the total consideration of **Rs.** _____/- **(Rupees** _____ **Only)** including 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.

1. b. the total Agreed consideration of the flat/office including cover parking space is Rs. _____/- Paid/payable in the following manner.

PAYMENT SCHEDULE				
NO	WORKING STAGE	%	GST %	AMOUNT (Rs.)
1	As advance payment /application fee.	10		
2	Voluntarily paid before execution of Agreement	20		
3	On completion of the Plinth.	45% max		
4	On Completion of Casting 2 nd Slab	70%max		
5	On Completion of Casting 5 th Slab			
6	On Completion of Casting 7 th Slab			
7	On Completion of Casting of the 9 th slab			
8	On Completion of Casting 11 th Slab or of the floor on which the said Flat is situated			
9.	On Completion of Casting 13 th Slab or of the floor on which the said Flat is situated			
10.	On Completion of Casting 15 th Slab or of the floor on which the said Flat is situated			
11.	On completion of the walls, internal plaster, floorings doors and windows of the said Flat	75% max		
12.	On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.	80% max		

13.	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located.	5 %		
14.	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas	10%		
15.	Against and at the time of handing over of the possession of the flat .	5%		

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 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. Stamp duty and registration shall also be separately/additionally born and paid by the Allottee on demand by the Promoter.

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 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 Purchaser, which shall only be applicable on subsequent payments. The Purchaser shall be liable to pay such escalated amounts within 15 days from the receipt of demand letter as mentioned hereinabove.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ the % per annum at its sole discretion for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to Purchaser by the Promoter. Allowing such rebate if any shall be at Promoter's sole discretion and Purchaser shall not be entitled to claim it as a right.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser 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 adjust such excess amount from the balance amount payable by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement. The Purchaser shall be liable to pay such addition amount within 15 days from receipt of demand letter.

1(h) The Purchaser 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 Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

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 to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Flat.

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

2. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 21298.38 square meters only and planned to utilize additional Floor Space Index of 10591.63 square meters by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the total Floor Space Index of 31890.01 Sq. Meters as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Flat based on the proposed construction and sale of offices/shops/flats/Apartments/Flats/showrooms 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.

3.1. It is further agreed by and between the parties that if the project land is amalgamated with the adjoining land the project land shall stand corrected and amended accordingly the Purchaser shall not take any objection for the

same, in that case the Promoter shall be entitled to utilize additional FSI/Paid FSI and/or TDR as may be permissible to utilize in the project and construct additional units and/or floor and/or buildings and the Promoter shall be absolutely entitled to deal with and dispose of such additionally constructed areas at its sole discretion.

3.2 It is hereby further declared that the Promoters have reserved rights for putting the hoardings, illumination etc. on the compound wall and buildings of the entire complex and for the said purpose the Purchaser has no objection. The Purchaser agrees and undertakes to not to raise any objection at any time in future for the said hoardings, illumination etc. The Promoters shall also be entitled to use of the said area of hoarding, illumination etc. as a separate premises and/allot it to the prospective purchaser.

3.3 In the event of F.S.I./Floating FSI availability being increased as a result of which the Promoter being permitted to develop any additional F.S.I./floating F.S.I., or as a result of any favourable Notification or relaxation of rules by the Government or relevant Authority and/or building regulations or otherwise from time to time or at any time hereafter, or in case the Promoter additionally acquires any adjoining lands or land/property /FSI/TDR for development and chooses to construct the same on the said land/project, then the Promoter shall alone be entitled to claim the benefit of such additional F.S.I. /Floating FSI/TDR and to utilize the same for the purpose of development and constructing additional Flats/Units/Floors/buildings on the said land/property and/or on any adjacent lands as may be permissible. The Promoter shall be entitled to deal with and dispose off such additionally constructed FSI/ Flats/Units/ floors/buildings in any manner as the Promoter may deem fit. Also, if at any time, Transferable Development Rights (TDR) is available to the Promoter as per the relevant building regulations or Government Notifications/Circulars, then same shall always be the sole property of the Promoter (subject to terms and conditions of the Development Agreement) who will alone be entitled to deal with the same or to claim the benefits thereof

in such manner as the Promoter may choose, and the Purchaser hereby consents to the same. The Purchaser shall not be entitled to any rebate and/or concession in the price in respect of his/her/its Unit on account of the construction of any additional FSI /Flats/Units/floors/Building/s and/or changes or alterations and additions made in the building/s on the said land/property or in the project by the Promoter as aforesaid. The Society / Limited Company /The Association of Apartment/Units/Flats/Shops/Offices/Showrooms Owners/any other association as may be formed shall be bound to admit all such Purchasers of such additionally constructed Units as its members, subject to its rules and regulations as are applicable to its then existing members being observed and abided.

3.4 The Purchaser hereby authorizes and allows the Promoter to change the position and location of the various utilities, service lines, open spaces, amenities, common or restricted areas etc that are provided in the Building Plans, from time to time, as per the requirements of the Municipal / Local / Town Planning Authority. The Purchaser will not take any objection for the changes on grounds of inconvenience, annoyance, safety and hazard or for any other reason. The Purchaser agrees to give his unconditional consent and no objection for the same if required by the concerned Authority.

3.5 The Promoter shall have the right to change internal / external layout, height of building/s and shall have the sole discretion of utilizing the amenity space (if available) in any manner it may deem appropriate. Spaces earmarked for Buildings/other areas in proposed developments are subject to revision at the sole discretion of the Promoter. The amenity spaces may be suitably developed, dealt with and disposed off by the Promoter in any manner as it may deem fit, for such authorized purposes as may be permissible and approved by the Planning Authority and as per D.C. Rules, and the Purchaser consents and shall have no objection for the same.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchasers 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 Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing defaults of payment of installments, the Promoter shall at its own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser 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 Purchaser subject to deduction of amount equivalent to 5 % of the agreed consideration value and other charges payable to the promoter including any other deductible amounts, within a period of 30 days of the termination.

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 said Flat as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the said Flat to the Purchaser on or before 31-12-2024. If the Promoter fails or neglects to give possession of the said Flat to the Purchaser 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 Purchaser the amounts already received by him in respect of the Flat 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 Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of –

(i) war, civil commotion or act of God, *any event which* unforeseeable and outside the control including but not limited to epidemic,” “pandemic,” “outbreak of disease”.

(ii) any notice, order, rule, stay, notification of the Government and/or other public or competent authority/court including .

(iii) delay in making payment by the Purchasers in the project.

(iv) any legislation, notice, order, notification, rules, regulations or bye laws or orders of Court, Government and/or other local or public body or authority or competent authority and/or any other cause beyond the control of the Promoter.

(v) delay in issuance of any permissions, sanctions, approvals, NOCs etc. and/or any extension(s) thereof by the concerned authority or authorities despite diligent efforts by the Promoter.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the flat/Office, to the Purchaser in terms of this Agreement to be taken within 15

(Fifteen days from the date of issue of such notice and the Promoter shall give possession of the Flat to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchasers, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project and the payment made by the Purchaser as per the agreement.

7.2 The Purchaser shall take possession of the Flat within 15 days of the written notice from the promotor to the Purchaser intimating that the said Flat is ready for use and occupancy:

7.3 Failure of Purchaser to take Possession of flats: Upon receiving a written intimation from the Promoter as per clause 7.1, the Purchaser 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 Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable. The Purchaser does hereby agree and undertake to execute all the required indemnities, undertakings, NOCs as may be required by the Promoter, including NOCs required for the purpose of getting revised plans in respect of the said project and/or any phase thereof sanctioned.

7.4 If within a period of five years from the date of handing over the Flat to the Purchaser, the Purchaser 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 Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the

manner as provided under the Act. It is hereby clarified that the defect liability shall not apply to the brought in materials.

Provided further that the Purchaser shall not carry out any alterations of whatsoever nature in the said Flat/Unit or tamper with any fittings provided therein. In particular, it is agreed that the Purchaser shall not tamper with or make any alteration in any of the fittings, pipes, elevation, water supply connections or any of the erections in the bathrooms as this may result in seepage of water and/or affect the strength of the structure. If any of such works are carried out without the prior written consent of the Promoter, the Purchaser shall not be entitled to claim the warrantee regarding the defect liability, and the alleged defect liability of the Promoter shall automatically stand extinguished.

8. The Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of residence/Shop only and shall use car parking space, if allotted, only for purpose of keeping or parking car.

- 8.1 RIGHT TO ALLOT: It is hereby agreed that the Promoter has the exclusive right of allotment/sale of covered parking spaces which are sanctioned by the competent authority as per development rules to one or more person/s of its choice, for his/her/their exclusive use.

9. The Purchaser along with other Purchaser(s) of Apartment/offices/shops/units/showrooms in the building shall join in forming and registering the Society/Association 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/Apartment Condominium and for becoming a member, including the byelaws of the proposed Society/Association and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common

organization of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, regulations, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies any other authorities, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within six months of completion of development of the said building as per the plan and obtaining final completion certificate and on sale of all the units therein, cause to be transferred to the society all the right, title and the interest of the Vendor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Flat is situated or submit such building under the provisions of Maharashtra Apartment Ownership Act.

9.2 The Promoter shall within six months on completion of the development of the entire project as proposed and obtaining completion certificate for the entire project, cause to be transferred to the Federation/Apex body/jointly in name of societies and/or apartment condominium all the right, title and the interest of the Vendor/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 days after notice in writing is given by the Promoter to the Purchaser that the Flat is ready for use and occupancy, the Purchaser 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 is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be

determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter provisional monthly contribution of Rs. _____/- per month towards the outgoings for one year. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building or wing is executed in favour of the society as aforesaid. On such conveyance being executed for the structure of the building or wing the balance amount, if any, of out of the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society.

9.4 The Purchaser agrees that he /she/ it/they shall be entitled to apply for membership and/or become member of such common organization only upon the instruction and nomination by the Promoter and not otherwise.

9.5 it is hereby expressly agreed that the unsold/unallotted Units, top terraces on the Building/s and parking spaces and/or in the surrounding open spaces, the unallotted areas/ open spaces/amenity spaces and other unsold and reserved or restricted areas and facilities in the project, shall always belong to the Promoter, and the Promoter shall be entitled to deal with and dispose of the same in such manner as it may deem fit. In the event of the Promoter obtaining permission from the concerned Authorities for constructing one or more Units on the top terraces of the Building/s, then the Promoter shall be entitled to sell such Units that may be additionally constructed by it on the top terraces. In the event of the Promoter constructing Unit/s on the top terraces, then the Promoter shall be entitled to sell the concerned Unit/s as penthouses by allotting the exclusive rights of enjoyment and possession of the portions of the terraces adjoining or appurtenant thereto to such Purchaser/s. The Society / Limited Company / Association of Flats/Shops/Offices/Apartment/Units/Showrooms owners to be formed by the purchasers of various Flats/Units/Apartments/Flats/Offices/Showrooms as stated herein shall also admit the Purchaser(s) of such additional Units that

may be proposed or constructed on the top terraces, as its member(s), and shall confirm the exclusive rights granted to them as regards the said terraces as aforesaid. Provided however that, if any water storage tanks for the said Building/s are constructed on the terraces, or lift machine room, Solar heater panels, or any other common facilities/ amenities are installed or provided on the top terrace/s, then the Promoter shall be entitled to depute its representatives to go to the top terrace/s for a regular maintenance, and for its upkeep, and for carrying out repairs and maintenance of the water tanks/lifts/solar panels and/or such other common facilities/amenities, at all reasonable times and/or during such times as may be suitable to the Purchaser(s) of such Units.

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

- (i) Rs. _____/- Share money, application entrance fee of the Society or Limited Company/Federation/ Apex body as applicable
- (ii) Rs. _____/- for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society or Apartment Condominium or Limited Company/Federation/ Apex body
- (iv) Rs. _____/- per month so total of Rs. _____/- for 12 months for deposit towards provisional contribution towards outgoings of Society /Apartment Condominium/Federation/ Apex body.
- (v) Rs. _____/- For charges towards Water, Electric, and other utility and services connection charges &
- (vi) Rs. _____ Charges of electrical receiving and Sub Station provided in Layout as applicable.

11. The Purchaser shall pay to the Promoter a sum of Rs. _____/- (Rupees _____ Thousand 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, Apartment Condominium 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 of the structure of the building or wing of the building, the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said Society on such conveyance 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 of the project land, the Purchaser shall pay to the Promoter, the Purchaser's' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the said land to be executed in favour of the Apex Body or Federation.

If promoter decides to submit the said project/building under the provisions of Maharashtra Apartment Ownership Act, in that case the Purchaser shall be liable to pay all the expenses for the execution and registration of Deed of Apartment of their respective apartments and Deed of Declaration.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Purchaser 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;
- 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 Purchaser 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 Flat which will, in any manner, affect the rights of Purchaser under this Agreement;

- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;
- 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 Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Flat at the Purchasers own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat 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 Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Flat 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 Flat 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 Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat 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 Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat 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 Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls,

slabs or RCC, Pardis or other structural members in the Flat 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 Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat 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 Flat is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up.

- x. The Purchaser shall observe and perform all the rules and regulations which the Society 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/Flats Shops/Offices/Units/Showrooms 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 Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Federation regarding the occupancy and use of the Flat 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 Flat is situated is executed in favour of Society/Limited Society, the Purchaser 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 Flat is situated is executed in favour of Apex Body or Federation, the Purchaser 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.
- xiii. The Purchaser shall keep the front /outside and the rear elevation of the Building in which the said Flat/Unit is situated in the same form/panorama as per the construction made by the Promoter, and

shall not at any time alter the said elevation made in any manner whatsoever without obtaining the prior consent of the Promoter in writing.

- xiv. The Purchaser shall not in any event install or hang any cables, wires, pipes, articles, antennas or appendages outside the parapet walls or on outer elevation of the Flat/Unit or the building, or in the balconies or terraces or in any other areas, as it severely damages the external paint of the building and causes inconveniences to the other Flat/Unit Purchasers.
- xv. to remain bound by and to observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser as set forth in this Agreement (including in the Recitals hereof). If the Purchaser neglects, omits or fails, to pay to the Promoter and any of the sums/amounts payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof, for any reason whatsoever, or if the Purchaser shall in any other way fail to perform or observe any of the covenants and stipulations herein contained or referred, then the Promoter shall be entitled to terminate this Agreement in the manner mentioned elsewhere in this Agreement.
- xvi. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society 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 Flat or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Flat 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 or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned. The Promoter shall be absolutely entitled to lease, let out, allot, sell, alienate, deal with or dispose off or grant in any other mode and manner as may be permissible by law, the open spaces, lobbies, terraces, parking spaces, recreation spaces, hoarding spaces, canopies, remaining portions of the building/s or forming part of the said project, unto and in favour of any person/individual/s or other purchasers/Purchasers, on such terms and conditions as may be stipulated by the Promoter, at its sole discretion and choice, for which the Purchaser hereby grants and shall always deemed to have granted his/her/its/ their consent.

If any portion of the said land/property is required by the MSEDCL for establishing a sub-station/or installation of Transformer, the Promoter shall execute a Sub-Lease with MSEDCL in this connection as may be required. The Purchaser shall not raise any objection or cause any obstruction towards putting up and construction of such electric sub-station /transformer and allied structures, pipes, boxes for electric meters, and other equipment's and for doing all matters in this connection, and shall extend all co-operation and assistance as may from time to time be necessary in this respect as per the rules and requirements.

The Promoter shall be executing the works such as lifts/elevators/Inverter Backup for Lifts/firefighting system / plumbing/solar system and drainage system etc as per required/laid down rules, procedures and specifications

of local/ Government Authorities. In case of any mishap / accident of any nature after completion of such works, if due to improper maintenance/negligence or on any grounds whatsoever, then the Promoter shall not be held responsible or liable for the same, once the Completion/Occupation certificate/ Departmental Clearance is issued by the concerned Authorities/Department/s.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After execution of this Agreement, if Promoter creates a charge on the Flat 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 Purchaser who has taken or agreed to take such Apartment/Office/Units/Showrooms.

The Promoter shall have the right to mortgage the said land/property to any other Banks or Financial Institutions to raise project finance or Over-Draft Facilities, takeover of the existing loan and the Promoter shall have absolute right to raise loan against the security of the said land/property/project subject to the rights of the Flat/Unit Purchasers in respect of the Flat/Units which may have been agreed to be sold to the respective buyers under their respective Agreements, provided however that the responsibility of loan repayment and discharge of such mortgage shall always be of the Promoter and the rights of the Purchaser to the said Flat/Unit shall not be adversely affected, and in case the Purchaser desires to avail any loan against the said Flat/Unit agreed to be purchased in terms of this Agreement, then the Promoter shall provide the NOC/consent of its Mortgagee Bank/Financial Institution for the said purpose.

18.BINDING EFFECT:

Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser

until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser 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 Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and subject to deduction of administrative charges all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

19. **ENTIRE AGREEMENT:** This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties with regards to the said Office/Apartment/Shop/Flat/showroom, as the case may be.

This Agreement (including this clause) contains the whole agreement between the parties in respect of the subject matter of this Agreement. There are no promises or representations, oral or written, express or implied other than those contained in this Agreement. The Purchaser hereby expressly admits, acknowledges and confirms that no terms, conditions, particulars or information whether oral, written or otherwise given or made or represented including those contained/given in any advertisement or brochure by the Promoter and/or its agents to the

Purchaser and/or his/her/its/their agents other than such terms, conditions and provisions as are contained or incorporated in this Agreement, which only shall be deemed to have induced the Purchaser to enter into this Agreement.

20. **RIGHT TO AMEND** This Agreement may only be amended through written consent of the Parties.

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

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

23. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the units 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 Pune, after the Agreement is duly executed by the Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

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

27. That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchaser _____

Purchaser's Address : _____

Notified Email ID :

Promoter:

Teerth Developers.,

C-708, Teerth Technospace,
Next to Mercedes Bens Show Room,
Mumbai Bangalore Highway, Pune

Notified Email ID:

It shall be the duty of the Purchaser 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 Purchaser, as the case may be.

28. **JOINT PURCHASERS** That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser 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 Purchasers.
29. **STAMP DUTY AND REGISTRATION:** The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser.
30. **DISPUTE RESOLUTION:** Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the The Real Estate Regulatory Authority as per the provisions of the Real Estate Regulation and Development) Act, 2016, Rules and Regulations, there under.
31. **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in

accordance with the laws of India for the time being in force and the Pune courts will have the jurisdiction for this Agreement.

32. STAMP DUTY PAYABLE ON THIS AGREEMENT:

Necessary Stamp Duty on this Agreement has been paid by the Purchaser as per the provisions of Article 25 r/w Article 5 the Maharashtra Stamp Act, 1958 and benefits under the same shall be available to the Purchaser.

Market Value- Rs.

Agreed Consideration- Rs _____

Stamp Duty paid- Rs.

**First Schedule Above Referred to
(OF THE SAID LAND/PROPERTY ABOVE REFERRED TO)**

All that piece and parcel of nonagricultural land total admeasuring about 22926.00 Sq.Mtrs. comprising of following lands situated at Village Sus, Taluka Mulashi, District Pune, within the limits of Pune Municipal Corporation within the jurisdiction of Sub-Registrar Haveli

- i. Land bearing S.No. 127/1 & 2 Part/A/3 admeasuring about 19.8610 Aar
- ii. Land bearing S.No. 127/1 & 2 Part/A/2 admeasuring about 149.7415 Aar
- iii. Land bearing S.No. 127/1 & 2 Part/A/4 admeasuring about 29.6256
- iv. Land bearing S.No. 87 Part/128 Part/A/1 admeasuring about 30.0319 Aar

bounded as follows:

On or towards the East: By S. No. 127/2P

On or towards the South: By 127/1P Hissa No. 4 & 5

On or towards the West: Village Road

On or towards the North: Proposed R P road

SECOND SCHEDULE ABOVE REFERRED TO

- Internal Roads and open areas.
- Entrance lobbies, corridors, passages, staircases, lifts with Inverter backup.
- Club house, Swimming pool, Children's play area with landscaped Garden.

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

SIGNED AND DELIVERED

by the within named

PROMOTER – TEERTH DEVELOPERS

Through proprietor **VIJAY TUKARAM RAUNDAL,**

Name	Signature	Left Thumb	Photo
Vijay Tukaram Raundal,			

SIGNED AND DELIVERED BY THE WITHIN NAMED

PURCHASER/S-

1.

Name	Signature	Left Thumb	Photo

In the presence of **WITNESSES:**

1).....
.....
.....

2).....
.....
.....

SCHEDULE-A

(OF THE SAID FLAT ABOVE REFERRED TO)

Name of the Project	<i>Teerth Avila</i>
Location	Survey No. S.No. 127/1 & 2 Part/A/3 and others, Village Sus, Taluka Mulashi, District Pune 411 045.
Unit	Flat Unit

Unit No. & Floor	Flat /Unit No. A____ on the _____ floor in the ' _____ ' Building/Wing
Carpet Area	_____ sq. mtrs. i.e. _____ sq.ft. (Carpet Area)
Details of exclusive attached terrace	_____ sq. mtrs. i.e. _____ sq. ft. on the ____ floor
Details of the Car Parking	One Open/Covered car parking space

LIST OF ANNEXURES

ANNEXURE NO.	Particulars
A	Certificate of Title Report issued by Advocate, in respect of the said land/property.
B	Authenticated copies of 7/12 extract showing nature of the title of the original owner
C-1	Authenticated copies of the plans as approved by the Pune Municipal Corporation, Pune dated 21/06/2019.
D	Authenticated specifications of the Flat agreed to be purchased by the Purchaser as approved by the concerned local authority
E	List of specification and amenities for the Flat

F	Authenticated copy of the Registration Certificate of the Project granted by the RERA (Real Estate Regulatory Authority)
G	Authenticated copies of the Commencement Certificate No. CC/0637/19 dated 21/06 /2019 of the Project issued by the Pune Municipal Corporation, Pune.
H	Authenticated copy of the Sanad No. PMC/Sanad/SR/10/2016 dated 11/03/2016 of the Project issued by the Collector Office, Pune.

Receipt

Received of and from the Purchaser above named a sum of Rs. _____/- being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) on execution of this agreement towards Sale consideration/ Earnest Money Deposit or application fee.

I say received.

The Promoter

ANNEXURE - D

SPECIFICATIONS OF THE APARTMENT
(For Residential Unit)

A) Living Room, Kitchen & Bedroom

- 1) Vitrified tile flooring (600 X 600 mm.)
- 2) Black Granite kitchen platform with stainless steel sink.
- 3) Glazed tiles dado on kitchen platform upto 2ft .
- 4) Provision of exhaust fan in kitchen.

B) Bathrooms & Toilets

- 5) Well designed bathrooms & toilets with glazed tiles up to lintel level .
- 6) Concealed plumbing with arrangement for shower.
- 7) Quality CP fittings of Jaguar/equivalent in all bathroom and toilets.
- 8) Provision of exhaust fan.

C) Doors & Windows

- 9) Designed laminated door frames with laminated flush door.
- 10) Bathrooms & Toilet door frames in black granite.
- 11) Powder coated aluminum sliding windows with mosquito net.

D) Electrification

- 12) Good quality concealed wiring (Polycab/Anchor/equivalent).
- 13) Legrand/Roma/ equivalent modular switches.
- 14) 15 Amp. Power point connection in kitchen and bathroom/Toilet.

ANNEXURE - E

SPECIFICATIONS AND AMINITIES FOR THE APARTMENT
(For Residential Units only)

A) Basic Building Structure

- 1) RCC Framed Structure.
- 2) Internal walls and external walls with 5" AAC block work.
- 3) Back coat plaster with Neeru/Gypsum finish inside and sand faced plaster outside.
- 4) Oil bond distemper on inside walls and ceiling.
- 5) Cement paint on external walls.
- 6) Adequate ground and elevated water storage tank with pumping arrangement.
- 7) Electrical and internal plumbing concealed work

B) Entrance, Common Passages, Lift & Parking

- 7) Well Designed & Decorated entrance lobby & Lift Passages.
- 8) Reputed company lift with inverter backup.
- 9) Trimix/ chequered tiles in parking.
- 10) LED lights for common areas.
- 11) Attractive common Society Entrance gate in MS.

C) Additional amenities

- 12) Solar water system.
- 13) Letter box and name plate for each flat.
- 14) Cabin for Security guard /Watchman.