

SALE DEED

THIS DEED OF SALE IS MADE AND EXECUTED AT PUNE ON
THIS DAY OF IN THE YEAR 2019

B E T W E E N

M/S. ABL PROPERTIES

A partnership firm, having its office at – Office No. 102, 1st Floor,
Sico Apartment, Yerawada, Pune-411006
through its partners

1) MR. ABHINAY RAMANLAL LUNKAD

Age : 38 years, Occupation : Business & Agriculturist
PAN: AAFPL4921L
R/at : 16, Vinamra, Raturaj Society, Pune Satara Road,
Bibvewadi, Pune – 411037.

2) MR. RAJESH RAMKUMAR AGARWAL

Age- about 46 years, Occupation-Business & Agriculturist
PAN- AAVPA6831G
R/at- Agarwal House, Plot No.12, Pitale Nagar Society,
Bibvewadi, Pune-411037.

Hereinafter called and referred to as “**THE OWNER**” (which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include the said Partnership firm, its partners for the time being and from time to time, their respective heirs, legal representatives, executors, administrators, successors and assigns)

...OF THE FIRST PART.

AND

TERRA LAND CORPORATION

A registered partnership firm having its office at–D-94, K.K. Market, 6th Floor, Dhankawadi, Pune-411043,
Through its duly authorised partners

1) MR. KUNAL VIJAY PORWAL

Age : 34 Years, Occupation : Business,
PAN : AHRPP9121H
Having address at-Office No.6, Sadgurukrupa Building, Gultekdi,
Pune- 411037

2) MR. VISHAL DEEPAK DHUMAVAT

Age : 31 Years, Occupation : Business,
PAN : AOBPD7075B
R/at -D-94, K.K. Market, 6th Floor, Dhankawadi, Pune-411043

Hereinafter called and referred to as “**THE PROMOTER**” (which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include the said Partnership firm, its partners for the time being and from time to time, their respective heirs, legal representatives, executors, administrators, successors and assigns)

...OF THE SECOND PART.

AND

1] MR./MRS. -----
Age- about ---- years, Occupation- -----
PAN . -----
E-mail ID _____
R/at- -----

2] MR./MRS. -----
Age- about ---- years, Occupation- -----
PAN . -----
E-mail ID _____
R/at- -----

Hereinafter called and referred to as “**ALLOTTEE/S**”, (which expression unless repugnant to the context or meaning thereof, shall be deemed to mean and include the Allottee/s alone and not nominee/ assignees but in case of death of the Allottee, the said expression shall be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns)

...OF THE THIRD PART.

WHEREAS

A] All that piece and parcel of land bearing Gat No. 840 totally admeasuring 13 H. 12 Ares situated at village Boriaindi, Tal. Daund, Dist. Pune was owned by Maruti Shripati Taware and Nivrutti Shripati Taware.

B] In 1988, by application of Maruti Shripati Taware and Nivrutti Shripati Taware to revenue authority, the names of their sons has been entered in to the 7/12 extract of the said property namely 1) Shripati Maruti Taware, 2) Balu Maruti Taware, 3) Bhaguji Nivrutti Taware and 4) Datta Nivrutti Taware.

C] Ravindra Bhaguji Taware has purchased an area admeasuring 1H. 00Ares out of the said land from Dattatraya alias Datta Nivrutti Taware by sale deed dated 01/11/2006. The said sale deed has been registered in the office of Sub-

registrar Kedgaon at serial no. 4787/2006. Accordingly the name of Ravindra Bhaguji Taware has been entered into the 7/12 extract of the said property for the area purchased by him by mutation entry no. 2601.

- D] M/s. ABL Properties i.e. the owner/consenting party herein has purchased an area admeasuring 2 H. 00 Are out of the said land from Bhaguji Nivrutti Taware and Ravindra Bhaguji Taware by sale deed dated 31/07/2014. The said sale deed has been registered in the office of Sub-registrar Kedgaon on the same day at serial no. 3569/2014.
- E] Thus, by virtue of aforesaid sale Deed the owner herein i.e. M/s. ABL Properties became sole and absolute owner of an area admeasuring 2 H. 00 Ares i.e. 20000 sq. mtrs. from and out of land bearing Gat No. 840 situated at Village Boriaindi, Tal. Daund, Dist. Pune. (hereinafter referred to as "The said property";

The said property being in vicinity of the gaonthan area, the owner herein was desirous of developing the said property by dividing the same into residential/commercial plots.

- F] However it was not possible for the owner herein to develop the said property on his own. Hence the owner, with intent to take help of some experienced developer in the said field has executed a Joint Development Agreement and Power of Attorney dated 30/12/2015 with the Promoter herein to develop the said property. The said Joint Development Agreement and Power of Attorney have been registered in the office of sub-registrar Kedgaon at sr. no. 6031 and 6032 respectively. By virtue of the said Joint Development Agreement and Power of Attorney the Promoter has exclusive right to sell the plots developed by it on the said property and to enter in to Sale Deeds with the Allottees of the plots.
- G] The Promoter has appointed an Architect, Project Co-ordinater, Contractor etc. for the preparation of the structural design and drawings on the said property.

- H] The Promoter also applied for the conversion of the use of the said land from Agriculture to Non-Agricultural use and obtained non-agriculture permission accordingly for the area admeasuring 19842.92 Sq. Mtrs. out of the said land bearing Gat No. 840 from the collector by order dt.16/11/2017 bearing no.PMF/PMRDA/NA/SR/12/2017.
- I] As per the application of the Promoter , the PMRDA has sanctioned the layout of the plots comprising of residential plots, amenity space, open space, internal road etc by order dated 26.12.2016 bearing no. DP/BDA/Mouje Boriaindi/out of Gat No. 840/P.Kra. 1604/855/16-17. The Promoter has subdivided the said property into different plots as per the layout approved by PMRDA.
- J] As per the letter from the Land Record Officer Daund bearing No. 2385/17 Kra. Land Acquisition/ Ka.Ja.P./29/17 Mouje Boriaindi dated 22.03.2017 the Non Agricultural Residential area admeasuring 2 H. i.e. 20000 Sq. Mtrs out of land bearing Gat No. 840 is divided into separate Plots bearing Gat no. 840/2/1 to 840/2/92 and accordingly separate 7/12 extracts are prepared in respect of each of the plot bearing Gat No. 840/2/1 to 840/2/92. The said fact is mutated to the 7/12 extract of the said land vide mutation entry No. 4455.
- K] In furtherance of the N. A. permission the Promoter has commenced and partly completed development of the said property under the name and style "83 Rising Estates" comprising of residential plots, amenity space, open space, internal road etc. as per the plan sanctioned and approved by the PMRDA and accordingly decided to sell the plots carved out on the said property to prospective Allottees.
- L] The Promoter herein has commenced the development activities on the said property in accordance with the N.A. Permission granted by the Collector, Pune. The Promoter herein has prepared a layout comprising of 88 number of plots meant for residential use.

- M] Thus the Owner and the Promoter herein alone are entitled to develop the said property and have exclusive right to sell, lease, mortgage etc. the plots and other areas carved out of the sanctioned layout of the said property and to enter into agreement/s with the Allottees, Mortgagees, Lessees etc. and to receive sale price or other amounts under whatsoever heads and deposit and charges in respect thereof.
- N] The Copy of the Certificate of title issued by the Advocate of the Promoter, 7/12 extract showing the nature of the title of the Owner and the authority of the Promoter to develop the property, the copy of the layout, N.A. order and specifications etc. as agreed to be provided have been annexed hereto and marked as Annexure-A, B, C, D, E and F respectively.
- O] The Promoter has registered the project “83 Rising Estates” being implemented on the said property under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Sr. No. P52100015379 and the copy of the certificate issued by the Real Estate Regulatory Authority has been annexed hereto and marked as “Annexure-G”.
- P] As per the sanctioned layout, the said property is divided into 88 residential plots, open space, 12 mtrs. internal road, 4.5 mtrs. pathway and amenity space.
- Q] The Allottee/s herein has/have demanded from the Promoter and the Promoter has given inspection to the Allottee/s of all the documents relating to the said property and the layout, designs and specifications prepared by the aforesaid Architect of the Promoter and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 [Hereinafter referred to as ‘THE SAID ACT’] and rules made thereunder.
- R] The Promoter herein has agreed to provide amenities and facilities to the said project which are more particularly described in the Annexure-F annexed hereto.

- S] The Allottee/s herein is/are aware of the fact that the Promoter and the Owner herein have entered or will enter into similar or separate agreement/s with several other person/s and party/ies in respect of the other plots etc.
- T] The Allottee/s herein has/have seen the location of the said property and has/ have also taken the inspection of all the deeds and documents pertaining to the title of the Owner and the authority of the Promoter to develop the said property and has/ have satisfied himself/herself/ themselves about the location and marketability of the said property and all the rules and guidelines to be followed for acquiring plot for constructing a residential house thereupon and nature of proposed development and on being satisfied as regards the same the Allottee/s has/ have applied to the Promoter to allot him/ her/ them **Plot bearing No. _____ admeasuring _____ sq. mtrs.** out of the sanctioned layout of the project **“83 Rising Estates”** together with the right to consume permissible F.A.R. (Floor Area Ratio). After due deliberations and discussions it has been agreed between the parties that, the Promoter shall sell and allot and the Allottee/s shall purchase and acquire the Plot bearing No. _____ admeasuring _____ sq. mtrs. at or for the lumpsum consideration of Rs. _____/- and which Plot No. _____ is the subject matter of these presents and is hereinafter referred to as “the said plot” and the same is more particularly described in the Schedule-II written hereunder. The said plot is delineated in red colour ink on the layout plan annexed hereto as Annexure-C.
- U] The Promoter has completed the entire project.
- V] The Allottee/s has/have agreed with the Promoter to abide by such covenants, stipulations and restrictions, so as to bind the said plot and the covenants, stipulations and restrictions which are intended to be imposed as hereinafter provided and which are intended to be annexed to the ownership of the said plot hereby intended to be allotted and/or run with the said plot for the more beneficial enjoyment of the said project.
- W] 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 sale-deed and all

applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter.

- X] Since the entire project is complete the Allottee/s has/ have paid to the Promoter the entire consideration of Rs. ---- as mentioned hereunder (the payment and the receipt whereof the Promoter do hereby admit and acknowledge).
- Y] In accordance with the terms and conditions set out in this Deed of Conveyance/Sale and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee/s hereby agree/s to purchase the plot.

NOW, THEREFORE, THESE PRESENTS WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :-

- 1] The Owner and the Promoter herein do hereby sell, transfer, convey and assign the said plot more particularly described in the **Schedule-II** written hereunder out of the sanctioned layout of the said property together with all their occupancy and other rights incidental thereto to and in favour of the Allottee/s herein free from all encumbrances and/or defects in title and the Allottee/s do/ does hereby purchase and acquire the said plot from the Owner and the Promoter for and at the total consideration of **Rs. _____/- [Rupees _____ Only]** paid by the Allottee/s to the Promoter herein in the following manner:-

AMOUNT	PARTICULARS

Rs. _____	Rupees _____ only paid by the Allottee/s to the Promoter by cheque bearing No. _____, dated _____ drawn on _____

Rs. TOTAL CONSIDERATION

All together making a total amount of **Rs. _____ [Rupees _____ Only]** and the receipt whereof the Owner and the Promoter do hereby admit, acknowledge and confirm and forever discharge, acquit and release the Allottee/s herein of the same and every part thereof. In consideration of the receipt of the entire purchase price as mentioned herein above the Owner and the Promoter herein do hereby forever sell, grant, convey, transfer, assign and assure unto the Allottee/s herein the

entire ownership and proprietary rights in the said plot free from all the encumbrances, charges or lien whatsoever together with all and singular, their rights, privileges, easements, profits, advantages and appurtenances whatsoever to the said plot or any part belonging or in any way appertaining thereto, or any part thereof, or at any time hereinbefore held, used, occupied or enjoyed therewith, or reputed or known as part or member thereof, to belong or be appurtenant thereto, **AND ALL THE ESTATE**, right, title, interest of the Owner and the Promoter , into and upon the said plot described in the **Schedule-II** written hereunder **TO HAVE AND TO HOLD** all and singular, the said plot hereinabove granted and conveyed and all other rights and interests unto and to the use of the Allottee/s absolutely and enjoy all benefits thereof.

- 2] That as per the sanctioned layout the Allottee/s herein shall be entitled to consume FSI/ FAR of _____ originating from the physical area of the said plot. Thus the Allottee/s herein shall be entitled to construct a structure upon the said plot in accordance with the rules and regulations by consuming FSI/ FAR of _____.
- 3] The Owner and the Promoter assure the Allottee/s that, the Owner and the Promoter have full and absolute powers, rights and authority to grant, convey, release and assure the said plot unto the Allottee/s herein together with all the rights of easement and Allottee/s herein shall and may at all times hereafter peaceably and quietly occupy and enjoy the said plot and receive the rents, profits thereof to and their own benefits without any interruption, claims and demands whatsoever from the Owner and the Promoter or their partners, their heirs, successors, executors, administrators, legal representatives, assigns or any person claiming through them.
- 4] The Owner and the Promoter hereby declare and assure the Allottee/s that,
 - a] The Owner and the Promoter alone are entitled to the said plot and / or the said property and to dispose off the said plot by this Indenture to and in favour of the Allottee/s and except the Owner and the Promoter no other person has any right, title, interest or claim relating to the said plot or any part thereof.
 - b] The said plot is freehold and except the Owner and the Promoter no other person has any right, title or interest of whatsoever nature in the said property .

- c] The said plot is not the subject matter of any dispute as to its title, possession, license, boundary, encroachment or any matter of any nature in any courts, tribunals or authorities or even otherwise in whatsoever manner.
 - d] The said plot is free from encumbrances and perfectly marketable.
 - e] The Owner and the Promoter have not created any charge or lien on the said plot by way of mortgage or any other mode of creating charge and lien of whatsoever nature nor the Owner and the Promoter have agreed to sell and transfer the said plot to and in favour of any other /third person except the Allottee/s herein any times herein before.
- 5] Notwithstanding anything contained anywhere in this sale deed, it is specifically agreed between the parties hereto that, the Owner and the Promoter herein have named of the project as **“83 Rising Estates”**. The Allottee/s or other plot holders or their successors are not entitled to change the aforesaid name of the project in any circumstances.
- 6] The Owner and the Promoter hereby represent and warrant to the Allottee/s as follows:--
- a) The Owner has clear and marketable title with respect to the said property and the Promoter has the requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said property for the implementation of the project.
 - b) 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.
 - c) There are no encumbrances upon the said property or the project except those disclosed in the title report.
 - d) There are no litigations pending before any court of law with respect to the said property or project except those disclosed in the title report.
 - e) All approvals, licenses and permits issued by the competent authorities with respect to the project, said property and said plot 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, said property and said plot 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, said property, plot and common areas.

- f) The Owner and the Promoter have the right to enter into this deed of conveyance/sale and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected.
 - g) The Owner and the Promoter have not entered into any agreement for sale and/ or development agreement or any other agreement/ arrangement with any person or party with respect to the said property , including the project and the said plot which will, in any manner, affect the rights of the Allottee/s under this Deed of Conveyance/ Sale.
 - h) The Owner and the Promoter confirm that the Owner and the Promoter are not restricted in any manner whatsoever from selling the said plot to the Allottee/s in the manner contemplated in this Deed of Conveyance/Sale.
 - i) The Promoter has duly paid and shall continue upto the date of completion 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.
 - j) No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Owner and the Promoter in respect of the said property and/ or the Project.
- 7] The Promoter hereby declares that, the Promoter has paid all taxes, cesses, assessments, dues and duties levied on the said plot till the date of execution of these presents and all the taxes and cesses arising from the date hereof in respect of the said plot shall be borne and paid by the Allottee/s.
- 8] By executing these presents the Owner and the Promoter herein have handed over and delivered to the Allottee/s the vacant and peaceful possession of the said plot and the Allottee/s hereby confirm/s to have accepted the same from the Promoter herein. The Allottee/s has/ have inspected the said plot, verified the area and are satisfied that the same is in accordance with the said Deed of Conveyance/Sale.
- 9] The Allottee/s herein has/ have seen the location of the said property and has/ have also taken the inspection of all the

deeds and documents pertaining to the title of the Owner and the authority of the Promoter to develop the said property and has/have satisfied himself/ herself/ themselves about the location and marketability of the said property and all the rules and guidelines to be followed for acquiring plot for constructing a structure thereupon and nature of development and on being satisfied as regards the same the Allottee/s are purchasing the said plot from the Owner and the Promoter herein.

- 10] It is agreed by and between the parties that after all the plots are sold, all the Allottee/s of the plots shall form an ultimate body in the form of maintenance society for the maintenance purpose. For formation of the ultimate body, the Owner and the Promoter will give necessary help regarding relevant documents, deeds, signatures etc.. However, all the expenses for formation of this ultimate body shall be borne and paid by all the plot Allottee/s, at actuals. It is hereby clarified that, all the plots are freehold plots and the ultimate body will be formed only for maintaining the common amenities, facilities like street light, internal roads, garden, open space etc.. Each and every individual plot holder will be liable to maintain their own plots.

11] PAYMENT OF TAXES, CESSSES, MAINTENANCE CHARGES ETC. :-

- (i) From the date hereof the Allottee/s shall be liable to bear and pay the proportionate share of outgoings in respect of the common areas and facilities of the said property and the project 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, repair and maintenance of internal roads, club house, repair and maintenance of invertors and all other expenses necessary and incidental to the management and maintenance of the said property and amenities provided therein. For meeting the said expenses regularly every plot Allottee/s shall pay maintenance charges amounting to **Rs.---/-** per month on per sq. ft. area of the plot towards the common maintenance charges for first **24 months** in advance to the Promoter before delivery of possession of the plot. The Allottee/s shall not be entitled to demand any interest on the said annual maintenance charges. The Promoter shall, utilize the said annual maintenance charges for meeting the said expenses falling to the share of the Allottee/s for **24 months**. If any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the plot Allottee/s to

the Promoter within a period of seven days from the date of demand and in the event of default to pay interest. The said maintenance charges shall not be liable to be refunded. The Allottee/s or persons claiming through him/her/them shall not be entitled to create any encumbrance or charge on the said amount of annual maintenance charges and the same shall be non-refundable. The said maintenance charges are non-accountable and none of the plot holders shall be entitled to demand or ask the accounts of maintenance charges. After the society is formed, the Allottee/s shall be liable to pay such amounts towards maintenance charges of common areas and facilities as the society may determine.

It is hereby specifically agreed that the Promoter shall not be liable to pay any common maintenance charges for the unsold plots. The common maintenance charges of such plots shall commence from the date when such plots are sold by the Promoter. The Allottee/s of such plots shall bear the common maintenance charges from the date of the sale.

- b) The Promoter at its discretion and option shall be entitled to enter into agreement with any person/ company/ agency for maintenance of the common areas and facilities for such period as the Promoter may decide with a view to ensure cleanliness thereof even after formation of society. The Allottee/s and the Society shall be bound by the said contract. The Allottee/s herein agree/s to the above fact and hence agree/s that he/she/they will not demand account therefore till the entire scheme is complete and maintenance is handed over to the society.
- c) The Allottee/s has/have understood the entire scheme of maintenance in detail. The Allottee/s admit/s and agree/s to the same, so that the maintenance of the project is not hampered in any way due to lack of or non-payment by the Allottee/s.

12] SPECIFIC COVENANTS :-

- a) The Allottee/s are hereby prohibited from raising any objection in the matter of allotment or sale of other plots, any other space and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Allottee/s by executing these presents have given their irrevocable consent. A separate consent for the same is not required.

- b) Nothing contained in these presents is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said property or any part thereof except the said plot. The Allottee/s shall have no claim save and except in respect of the said plot hereby agreed to be sold to them.
- c) Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Allottee/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.
- d) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter shall have all the rights under this Agreement and other Agreements in respect of the other plots shall be subsisting until all the payments inclusive of the amount of consideration in respect of all the plots is received by the Promoter.
- e) The Promoter herein has not undertaken any responsibility nor has it agreed anything with the Allottee/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, than that the terms and conditions expressly provided under this agreement.
- f) The Promoter herein by spending huge amounts has provided high quality specifications in the said project, hence the Allottee/s unauthorized persons/ any agency shall not disturb the same under any circumstances as to the concealed plumbing, concealed wiring etc. and considering this aspect and the safety measures Allottee/s are advised not to try any changes with all these amenities otherwise guarantee/ warranty may lapse. This condition is the essence of contract and Allottee/s herein undertake to abide the same.
- g) The Allottee/s are aware that the local authority may not be able to supply drinking water for some duration/period. In that case, the Promoter may help the Allottee/s and their organization for providing required quantity of water by purchasing the same from the market as per availability. All costs for providing the water shall be borne by the Allottee/s and their organization and the Promoter shall not be liable to bear the costs thereof. In this

respect the role of the Promoter shall be of giving required help and making adequate arrangements and the costs thereof shall be borne and paid by the Allottee/s alone.

- 13] **Amenity Space** admeasuring **2976.44 sq. mtrs.** in the layout shall solely belong to the Owner and the Owner in its discretion shall decide to develop or transfer the same or to deal with the same as they deems fit. The Allottees or the society shall not be entitled to claim any interest therein or any part thereof. The holders of the Amenity Space shall be entitled to avail of benefit of all or any one or more of the common areas and facilities in the layout such as road, open space, use of water and electrical lines, etc. as may be given by the Owner at its discretion. The owner herein or its nominees, future transferees or any other person claiming through the owner shall have perpetual easementary rights of way through the common internal roads of the said project.
- 14] The Allottee/s or themselves with intention to bring all persons into whosoever hands the plot may come, hereby covenants with the Promoter as follows :-
- i. To maintain the plot and/or construction thereon at the Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the plot is taken and shall not do or suffer to be done anything in or to said plot or the common amenities which may be against the rules, regulations or bye-laws.
 - ii. Not to subdivide their said plot in any manner so as to cause division thereof either by metes and bounds and otherwise howsoever so as to maintain the integrity of their said plot and not to sub-let the said plot or any part thereof.
 - iii. Within the permissible parameters to utilize their said plot and the construction thereon by the Allottee/s thereon for residential purposes only and for the permitted purposes aforesaid to construct on their said plot providing for (i) adequate open space as required so as to maintain the aesthetic value of the said project (ii) a septic tank and soak pit on their said plot (iii) provision for adequate parking space as per their requirement, (iv) provision for rain Water Harvesting to be done by each plot holder in

their own plot. (iv) proper drainage of rain water and water used for other purposes.

- iv. At their costs and expenses to maintain their said plot and/or the appurtenances thereto in properly hygienic sanitary repair and conditions and not to cause flooding and/or submerging of their said plot and/or neighboring plot.
- v. To use the common amenities and facilities which may be provided, in such a manner so as to ensure equitable use and enjoyment whereof by the Allottee/s of the plots now comprised or hereafter comprised in the said project and for that purpose in particular to restrict and/or control the usage of water to the barest minimum, and/or to restrict the flow of traffic and the usage of the internal roads both with a view to restrict the cost of maintenance also with a view to restrict the movement of traffic to avoid any excessive nuisance and/or pollution.
- vi. To pay all dues relating to the said plot and construction thereon of, to the Government, Local Municipal Body or any other local body or authority regularly from time to time and also to contribute such amount as may be required to be contributed by the Allottee/s, or occupier of each of the plot as also of the construction thereon so as to ensure proper carrying out of and execution of all the works and/or acts, deeds, matter and things as may be required to be done and/or executed and/or carried out and/or strictly in accordance with the sanctioned plans and the objectives hereinbefore set out.
- vii. That the Allottee/s and/or their nominees/ assigns shall at all/any time have right in common with the other plot holders of the said property and the Allottee/s of the adjoining plot holders/ owners for ingress and egress to the said plot via the common internal roads.
- viii. To ensure that the Allottee/s shall not encroach on the adjoining plot & road at the time of the commencement of the construction on the Allottee/s plot and they shall confirm the boundary with the concerned neighbour, Promoter and/or the ultimate body. In the event of any encroachment whatsoever the Allottee/s shall be liable to demolish the structure constructed by their own cost & shall be responsible for all consequences thereof.

- ix. Not to connect the drainage lines of their said plot to the storm water lines of the said project.
- x. The Allottee/s who shall construct a residential unit shall finish the common side of wall properly with plaster and water proofing and paint the same properly. The adjoining plot purchaser, who builds subsequently constructs shall ensure that the adjoining existing structure does not get damaged in any manner whatsoever. If any damage/ loss occurs to the adjoining structure, the compound wall or the electrical lines etc. will be the responsible to rectify / replace the same at their own cost immediately. Similarly the Allottee/s shall ensure that no damage shall be affected to any common areas/amenities of the said project. They are made aware that they shall be responsible for the same.
- xi. To ensure that no construction material of any plot holder shall be stored/ stocked in the common areas or in the adjoining property/plots. The Allottee/s shall store/stock any construction material equipment on the said owned plot.
- xii. To ensure that no damage is done to the Trees/ Plants, water sources, lights, gate, recreational/ sports facilities, roads etc.. In the event of any losses or damage thereto the concerned plot Allottee/s shall be responsible for the cost thereof.
- xiii. That the Allottee/s and/or their nominees/ assigns shall at all/any time have right in common with the other plot holders of the said property to use and share the common facilities and benefits and bear and pay their proportionate share in the upkeep and maintenance thereof as applicable.
- xiv. To observe and perform all the terms, covenants conditions stipulated and/or to be stipulated from time to time by the Promoter and to conduct themselves in such a manner to ensure equitable use and enjoyment of the said amenities, facilities and services by the holders for the time being of all the various plots comprised in the said project and/or other lands of the Promoter abutting and/or in the vicinity thereof and constituting and/or deem to constitute the holding/s of the Promoter and/or its

nominee/s and not to do any act of omission or commission which shall in any manner affect or prejudice or obstruct directly or remotely the similar use and enjoyment of such amenities, facilities and services by any of the holder/s for the time being of the other property /property comprised in the said project and/or other land/s abutting in the vicinity thereof and constituting and/or deem to constitute the holding/s of the Promoter and or its nominee/s.

- xv. Not to utilize common internal roads, common areas etc. for any kind of parking or dumping purpose which may or may not create obstruction to other plot Allottee/s.
- xvi. Not to store in the said plot and/or construction thereon any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority
- xvii. Not to park any vehicles on the common Roads or Footpaths.
- xviii. No heavy vehicles allowed on the common footpath.
- xix. Not to use the said plot comprised therein or not to permit the same to be used for any purposes which may or is likely to cause nuisance or annoyance to occupiers of the neighboring property nor for any illegal or immoral purposes.
- xx. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said plot/ construction outside its compound on any portion of the said Project, not to demand partition of their interest in the said Plot, it being hereby agreed and declared by the Allottee/s that their interest in the plot is impartable.
- xxi. Not to uproot or cut the said trees planted in the layout.
- xxii. Pay to the Promoter within fifteen days of demand by the Promoter, their share of security deposit demanded by the concerned local authority or Government or for giving water or any other service connection to the layout in which the plot is situated. Such deposits will lie with the Promoter interest free for the utilization of above purposes.

- xxiii. To duly and promptly pay, bear, discharge and contribute all the amounts that are or may be stipulated by the Promoter to be payable by them from time to time. In the event of the Allottee/s committing any default in payment of the amount payable by them as aforesaid or as and when demanded by the Promoter or when the same falls due, the same shall constitute and/or deem to constitute a charge on the said plot and without prejudice to the aforesaid, the Promoter will be entitled to prevent the Allottee/s from using and/or enjoying in any manner whatsoever all or any of the said common facilities and/or amenities.
- xxiv. At all times to allow and/or permit access to the said plot hereby granted for the purpose of carrying all acts, deeds, matters and things as may be required to be done and/or executed either on the plot and/or any adjoining property comprised in the said project and/or other lands abutting and/or in the vicinity thereof and constituting and/or deem to constitute the holding/s of the Promoter and/or to carry out and/or in accordance with the objectives hereinbefore set out.
- xxv. Without prejudice to the aforesaid the Allottee/s hereby agrees to indemnify and keep indemnified the Promoter and all person claiming under or through their holder of the plots comprised in the said project and constituting and/or deem to constitute the holding of the Promoter and/or its nominees against all claims, demands, actions, proceeding, losses damages or cost, charges and expenses which may be made or taken against or suffered by the Promoter etc. as aforesaid by reason of any act or omission or commission on the part of the Allottee/s in breach of the provisions contained in these presents and/or the obligations and undertaken by their in respect of the plot belonging to the Allottee/s.
- xxvi. The Allottee/s shall observe and perform all the rules and regulations which the society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said common project and the plots 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/s shall also observe

and perform all the stipulations and conditions laid down by the society regarding the occupation and use of the Plot in the said project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

xxvii. The Allottee/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said plot to repair any common utilities running through the said plot.

xxviii. The Allottee/s shall obtain the water from its own source for causing the construction on his/ her/ their plot and shall not use the water of the society for causing construction.

15] The Allottee/s with intention to bring all persons into whatsoever hand the said plot may come, does hereby covenant and declare as follows :-

- a) The Allottee/s shall only be entitled to consume F.A.R. in proportion to their holding in the said plot for carrying out construction of the residential house/ bungalow on the said plot.
- b) The Allottee/s shall not be entitled to procure any additional F.A.R. for carrying out construction on the said plot in any other manner whatsoever. However in future due to any change in Government policy any additional FAR is available to be consumed on the said plot, the Allottee/s herein shall be entitled for such additional FAR in respect of the said plot only.
- c) Before commencing construction on the plot or keeping any watchman or care taker for the plot, the Allottee/s shall construct a toilet block therein at the location suggested by the Promoter for hygiene purpose.
- d) The Allottee/s shall repair and keep the said plot and Structure thereon and every part thereof including all the pipe line utilities, facilities, amenities, fittings, accessories, installations, electric, plumbing and water supply, sewerage and drainage systems in tenable and working condition at all times;
- e) The Allottee/s shall keep the exterior of the residential house/ bungalow constructed on the said plot in good condition and have the same painted periodically as per the norms and also provide ventilation as per the guidelines of the government.

- f) The Allottee/s shall at all times abide by, observe and comply with the said Development Control Regulations in force and also abide by the rules and regulations formed by the Promoter /Ultimate body which may be formed by the Promoter in respect of all plot holders of the said Project.
- g) The Allottee/s shall at all times, abide by the covenants and terms and conditions contained in these presents.
- h) The Allottee/s further covenant that they shall not excavate or dig the internal roads, driveways, landscaping and plantation area or cause any damage thereto in any manner. The Allottee/s covenants that they shall not additionally tap the main water line or any other service lines without specific written permission of the Promoter.
- i) The Allottee/s shall keep the said plot and construction thereon free from all rubbish and litter and make proper arrangements in co-operation with the holders of other plots in the **said project** for the disposal and removal of the same.
- j) The said plot shall not be sub-divided (whether by way of succession of the interest of the Allottee/s or otherwise howsoever). This condition shall be binding on the Allottee/s and their permitted assigns and successors-in-interest and the same shall be of the essence of these presents.
- k) The Allottee/s shall be bound by the terms and conditions and restrictions contained in the said **N.A. Order** referred to hereinabove (which Order the Allottee/s have read and understood and agreed to abide by) so far as the same pertains to user and transfer of the said plot and Structure thereon.
- l) The Allottee/s herein shall not sell or transfer the said plot without prior written permission of the Promoter and after the society is formed, the Allottee/s shall obtain prior written permission of the society.
- 16] The Promoter has informed and represented to the Allottee/s that the Promoter may acquire certain additional lands adjoining to the said property and the same shall either be merged into the said project or be a separate project and such additional plot holders shall be entitled to enjoy all the benefits and amenities including approach road provided to the present project. The Allottee/s does hereby accord his/ her/ their irrevocable consent to the same.

- 17] All notices to be served on the Allottee/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee/s by R.P.A.D. and e-mail at their address/es specified in the title of this agreement or at the address intimated in writing by the Allottee/s after execution of this Agreement.
- 18] Forwarding this sale deed to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s sign and deliver this sale deed and secondly, appear for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fail to execute and deliver to the Promoter this sale deed within 30 days from the date of its receipt by the Allottee/s 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/s for rectifying the default, which if not rectified within 15 days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.
- 19] This sale deed constitutes and represents the entire agreements between the parties hereto with regard to the subject matter hereof and all matters dealt with herein and cancels and supersedes all prior arrangements, agreements or understandings, if any whether oral or in writing between the parties hereto on the subject matter hereof or in respect of matters dealt with herein. It is hereby made clear that the color scheme, specifications, amenities and facilities, elevation treatment, trees, garden, lawns, etc. shown in the pamphlets, brochures, literature, films, hoardings, websites, and other promotional media are shown only for the sake of advertisement and the same are not binding on the Promoter to provide unless specifically mentioned and agreed in this sale deed and subject to its right/s and discretion to make changes in the same. The Promoter has not undertaken any responsibility nor has agreed anything with the Allottee/s orally or otherwise and there is no implied Agreement or covenant on the part of the Promoter other than the terms and conditions expressly provided under this sale deed.
- 20] 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 Allottee/s of the plot, in case of a transfer as the said obligations go alongwith the plot for all intents and purposes.

- 21] The execution of this sale deed shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, after the sale deed is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said agreement shall be registered at the office of the Sub-Registrar. Hence this sale deed shall be deemed to have been executed at Pune.
- 22] The Allottee/s and the Promoter shall present this agreement at the proper registration office of registration within the time limit prescribed under the Registration Act and the parties shall attend such office and admit execution thereof.
- 23] That in case there are Joint Allottee/s 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 Allottee/s.
- 24] Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
- 25] That the rights and obligations of the parties under or arising out of this sale deed shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts at Pune will have the jurisdiction for this sale deed.
- 26] The Owner and the Promoter hereby agree to co-operate for entering the name of the Allottee/s in all the revenue records as the owners of the said plot. However, the cost for entering the name of the Allottee/s in the revenue records shall be borne and paid by the Allottee/s alone.
- 27] The consideration of the said plot as agreed between the Promoter and the Allottee/s herein and also as per the prevailing market rate in the subject locality which is the true and fair market value of the said plot is Rs. _____/- . The Allottee/s are desirous to pay the Stamp Duty for this transaction as per the 'The Maharashtra Stamp Act' for this transaction and as per

The Maharashtra Stamp Act, 1958, Schedule-I, Article 25[d] this transaction attracts the Stamp Duty of Rs. _____/-.

SCHEDULE-I
[DESCRIPTION OF THE SAID LAND]

ALL THAT piece and parcel of land admeasuring an area 02 Hectares i.e. 20000 sq. mtrs. out of the total land admeasuring an area 11 Hectares 50 Ares + Pot Kharaba (fallow land) admeasuring 01 Hectare 62 Ares totally admeasuring an area 13 Hectares 12 Ares assessed at 10 Rs. 56 Paise bearing Gat No.840 its Old Gat No.1148 situated, lying and being at revenue village-Boriandi, Taluka-Daund, District-Pune within the limits of Zilla Parishad Pune, Taluka Panchayat Samiti Daund, Grampanchayat Boriandi and within the jurisdiction of Sub-Registrar Daund-Kedgaon and bounded as under:--

ON OR TOWARDS:--

East	-	Land belonging to Mr. Dattatraya Nivrutti Taware and Mrs. Baydabai Dattatray Taware out of Gat No.840
South	-	Land belonging to Mr. Dattatraya Dnyandeo Pawar and Gat No.839
West	-	Land belonging to Mr. Chandresh Mirpuri out of Gat No.840 and Gat No.839
North	-	15 ft. road & Gayran

Schedule-II
[DESCRIPTION OF THE PLOT]

ALL THAT PIECE AND PARCEL of Plot bearing No. _____ admeasuring _____ sq. mtrs. bearing dimension of _____ mtrs. X _____ mtrs. in the project '83 Rising Estates' out of the sanctioned layout of the said property more particularly described in the Schedule-I written hereinabove and bounded as under :-

ON OR TOWARDS

EAST	-
SOUTH	-
WEST	-
NORTH	-

: SCHEDULE 'III' ABOVE REFERRED TO :

A] COMMON FACILITIES :-

1) Internal Roads

- 2) water supply Line
- 3) storm water drains
- 4) landscaping & tree planting
- 5) street lighting
- 6) community building

B] RESTRICTED AREAS AND FACILITIES :-

All areas etc. which are not covered under aforesaid head Common Area and Facilities are restricted areas and facilities and promoter shall have exclusive rights to sell or transfer, convey, allot the same in part or in full to any buyer of plot etc. or to convert the Restricted Area into Common Area or vice-versa.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and sealed on the day, month and year first hereinabove written.

M/S. ABL PROPERTIES

through its partners

- 1) **MR. ABHINAY RAMANLAL LUNKAD**
- 2) **MR. RAJESH RAMKUMAR AGARWAL**
[THE OWNER]

TERRA LAND CORPORATION

Through its duly authorised partners

- 1) **MR. KUNAL VIJAY PORWAL**
- 2) **MR. VISHAL DEEPAK DHUMAVAT**
[THE PROMOTER]

- 1] MR./MRS. -----
- 2] MR./MRS. -----
[THE ALLOTTEE/S]

WITNESSES :-

- 1] Signature - _____
Name - _____
Address - _____
- 2] Signature - _____

Name - _____

Address - _____

ANNEXURE -A
TITLE & SEARCH REPORT

ANNEXURE- 'B'
7/12 extract

ANNEXURE- 'C'
LAYOUT

ANNEXURE- 'D'
LETTER OF APPROVAL OF LAYOUT

ANNEXURE- 'E'
N.A. Order

ANNEXURE- 'F'
DETAILS OF THE AMENITIES AND FACILITIES

Specifications:-

- 1) Club House
- 2) Amphitheater
- 4) Gazebo
- 5) Garden,
- 6) Sand pit
- 8) Well landscaped Property
- 9) Street Light
- 10) Water Provision
- 12) Individual Demarcated Plots
- 13) Concrete Road
- 14) Electricity Provision
- 15) Party lawn
- 16) Palm Garden
- 17) Rock Garden

ANNEXURE –G
CERTIFICATE ISSUED BY THE REGULATORY AUTHORITY

ANNEXURE –H
CERTIFICATE OF ARCHITECT