



|| SHREE SWAMI SAMARTH ||
AGREEMENT

**THIS ARTICLES OF AGREEMENT IS MADE AND EXECUTED AT PUNE ON THIS ____ DAY
OF _____, 2017.**

BETWEEN

M/S. SAI SAMARTHIA PROPERTIES

A Registered Partnership Firm,
Having its registered office at:
Mezza9, S. No. 152, Opposite KPIT Cummins,
IT Park Phase I, Hinjewadi,
Pune – 411057.

PAN NO. ACHFS2552A

Through its Partners:-

Through Partners

- i) MR.**
Age:- yrs, Occ:-,
R/at:-

- ii) MR.**
Age:- yrs, Occ:-,
R/at:-

Hereinafter referred to as a "**SAID PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include their partners, executors and administrators and assigns.)

---- PARTY OF THE FIRST PART

AND

- 1) MR./MRS.**
Age:- yrs, Occ:-,
R/at:-
.....

- 2) MR./MRS.**
Age:- yrs, Occ:-,
R/at:-
.....

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

---- **PARTY OF THE SECOND PART**

WHEREAS

1. The Promoter herein is well and sufficiently entitle to all that piece and parcel of the land admeasuring **00 H 52.3106 R** i.e. 5231.06 sq. mtrs. bearing Survey No. 43/12/B/7 (having part of old Survey No. 43/12/1A), land admeasuring **00 H 5.8201 R** i.e. 582.01 sq. mtrs. bearing Survey No. 43/12/B/6 (having part of old Survey No. 43/12/1A) i.e. totally admeasuring **00 H 58.1307 R, i.e. 5813.07 sq. mtrs.**, situated at **Village Punawale, Tal. Mulshi, Dist. Pune**, and also situated within the limits of Pimpri Chinchwad Municipal Corporation and which are more particularly described in the **SCHEDULE - I** hereunder written and hereinafter referred to as "**SAID PROJECT LAND**", for the sake of convenience only. The Sai Samarththa Properties, a registered Partnership Firm is the owner of the said project land and said Promoter herein has every power, authority and right to develop, construct, sell, lease, mortgage, transfer and allot the tenements etc., to the intending purchasers to be constructed on the said project land.

2. **RECITAL / FLOW OF TITLE OF SAID PROJECT LAND:-**

2.1 The project land is part of the land bearing Survey No. 43/12/1A and Survey No. 43/12/1A having old Survey No. 43/12/1/1 and same was originally part of Survey No. 43/12/1 and Survey No. 43/12/1 was originally part of Survey No. 43/12. The land bearing S. No. 43/12, totally admeasuring 16 Acre 12 Gunthe i.e. 06 H. 60.6 R was originally owned by Shri. Khandu Mukinda Mali. The name of the Shri. Khandu Mukinda Mali was duly recorded on record of rights of the said land vide Mutation Entry No. 234 as owner thereof.

2.2 Shri. Khandu Mukinda Mali expired on 26/03/1960, leaving behind him his two sons namely Shri. Mahadu Khandu Mali, Shri. Sahadu Khandu Mali and three daughters namely Smt. Shantabai Pandu Darshale, Smt. Shevantabai Bapu Tajne and Smt. Sabi Shivram Tilekar as his only heirs and successors to the land bearing Survey No. 43/12. Accordingly their names were duly recorded on the record of rights of the land bearing Survey No. 43/12 vide Mutation Entry no. 546 as owners thereof.

2.3 Shri. Sahadu Khandu Kudale has availed loan from Hinjewadi Vividh Karyakari Sahakari Society of Rs. 7,000/- on 28/8/1976 against the said land and accordingly executed Ekarar. Accordingly name of the said society was recorded on other right column of 7/12 extract of the said land vide Mutation Entry No. 857. Shri. Sahadu Khandu Kudale repaid the entire amount of loan to Hinjewadi Vividh Karyakari Sahakari Society and therefore said society issued Letter to delete charge. Accordingly charge of the said society deleted from 7/12 Extract of the said land vide Mutation Entry No. 2882.

2.4 Shri. Mahadu Khandu Mali, Shri. Sahadu Khandu Mali, Smt. Shantabai Pandu Darshale, Smt. Shevantabai Bapu Tajne and Smt. Sabi Shivram Tilekar executed

Sale Deed dated 14/8/1981 and thereby sold and conveyed land admeasuring 00 H. 20 R. out of the land bearing Survey No. 43/12 to Shri. Dattatraya Bhausaheb Kudale. The said Sale Deed is duly registered in the Office of Sub-Registrar Vadgaon-Maval, Pune, at Sr. No. 1451/1981. In pursuance of the said Sale Deed, the land bearing Survey No. 43/12 was divided into two parts and two separate 7/12 Extracts were prepared by Village Officer. The land admeasuring 00 H. 20 R. purchased by Shri. Dattatraya Bhausaheb Kudale is given Survey No. 43/12/2 and land admeasuring 6 Hectar 40.6 R. remained with original owners i.e. Shri. Mahadu Khandu Mali and others is given Survey No. 43/12/1. Accordingly Mutation Entry No. 1015 is certified to that effect.

- 2.5 Shri. Mahadu Khandu Mali, Shri. Sahadu Khandu Mali, Smt. Shantabai Pandu Darshale, Smt. Shevantabai Bapu Tajne and Smt. Sabi Shivram Tilekar executed Sale Deed dated 14/8/1981 and thereby sold and conveyed land admeasuring 00 H. 25 R. out of the land bearing Survey No. 43/12/1 to Shri. Tukaram Laxman Kudale. The said Sale Deed is duly registered in the Office of Sub-Re Vadgaon-Maval, Pune at Sr. No. 1450/1981. In pursuance of said Sale Deed, the Survey No. 43/12/1 was divided into two parts and two separate 7/12 Extracts were prepared by Village Officer. The land admeasuring 00 H. 25 R. purchased by Shri. Tukaram Laxman Kudale was given Survey. No. 43/12/1/2 and land admeasuring 6 H. 15.6 R. remained with original owners i.e. Shri. Mahadu Khandu Mali and others was given Survey. No. 43/12/1/1. Accordingly Mutation Entry No. 1016 was certified to that effect.
- 2.6 Shri. Mahadu Khandu Mali, Shri. Sahadu Khandu Mali, Smt. Shantabai Pandu Darshale, Smt. Shevantabai Bapu Tajne and Smt. Sabi Shivram Tilekar executed Sale Deed dated 6/05/1985 and thereby sold and conveyed land admeasuring 00 H. 20 R. out of the land bearing Survey No. 43/12/1/1 to Anjanabai Sahebrao Darshale. In pursuance of said Sale Deed, the Survey No. 43/12/1 was divided into two parts and two separate 7/12 Extracts were prepared by Village Officer. The land admeasuring 00 H. 20 R. purchased by Anjanabai Sahebrao Darshale was given Survey. No. 43/12/1/1/2 and land admeasuring 5 H. 95.6 R. remained with original owners i.e. Shri. Mahadu Khandu Mali and others was given Survey. No. 43/12/1/1/1. Accordingly Mutation Entry No. 1030 was certified to that effect.
- 2.7 The Land Acquisition Officer No. 17, Pune acquired land admeasuring 43 Ares out of the Survey No. 43/12/1/1 for the purpose of construction of Lift Irrigation Scheme. Accordingly Award dated 26/4/1985 bearing No. LAQ-V-SR-7/79 was passed under Section 11 of the Land Acquisition Act 1894. Accordingly on the basis of Letter No. K.JA.P./SR/132/CR/83/1177A/85 dated 4/5/1989 (H\$Omn/ EgAma/ 132/ grAma/ 83/ 1177A/85 {XZm\$H\$ 4/5/1989}) of Additional District Superintendent of Land Records, Pune, K.Ja.P No. 2/85 (Kami Jasta Patrak), the area admeasuring 00 H. 43 R. is reduced from the total area of land bearing Survey No. 43/12/1/1. Accordingly Mutation Entry No. 1566 was certified to that effect. Thus Mr. Mahadu Khandu Kudale & others remained owners of S. No. 43/12/1/1, admeasuring 5 H. 53.62 R, which is herein referred to as the "**SAID LAND**" for the sake of convenience only. Shri. Mahadu Khandu Mali, Shri. Sahadu Khandu Mali, Smt. Shantabai Pandu Darshale, Smt. Shevantabai Bapu Tajne and Smt. Sabi Shivram Tilekar effected oral partition of the said land and everyone was having one 1/5th

share in the said land and everyone has sold and disposed land of their shares to the various persons as mentioned hereunder.

- 2.8 Devolution of Land of the share of Shri. Mahadu Khandu Mali as follows:-
- 2.8.1 Shri. Mahadu Khandu Kudale (Mali) was having two daughters namely Smt. Parubai Laxman Tilekar and Smt. Hausabai Shripati Kudale. However Shri. Mahadu Khandu Kudale (Mali) made an Application to the Revenue Officer and requested to delete his name from 7/12 extract of the said land and to record name of his one daughter namely Smt. Parubai Laxman Tilekar on 7/12 extract of the said land. Accordingly Revenue Officer deleted name of the Shri. Mahadu Khandu Kudale from the 7/12 extract of the said land and recorded name of Smt. Parubai Laxman Tilekar on 7/12 extract of the said land. Accordingly Mutation Entry No. 1037 was certified to that effect. Smt. Hausabai Shripati Kudale i.e. second daughter of Shri. Mahadu Khandu Mali filed Regular Civil Suit No. 815/2000 against Smt. Parvatibai alias Parubai Laxman Tilekar and Mr. Sahadu Khandu Mali in the Court of Civil Judge, Junior Division, Pune for declaration, injunction and partition of properties including land of the share of Mahadu Khandu Kudale out of the said land. The Plaintiff Smt. Hausabai Shripati Kudale and the Defendant No. 1 Smt. Parvatibai Laxman Tilekar settled their disputes amicably and therefore Plaintiff filed Purshis at Exh. 15 on 5/2/2001, in the Court and thereby deleted name of the Defendant No. 2, Shri. Sahadu Khandu Mali from the said suit and Plaintiff and the Defendant No. 1 has filed Compromise Application at Exh. 20 on 5/2/2001 and thereby obtained Compromise Decree from the Court on 5/2/2001. According to said Compromise Decree Smt. Housabai Shripati Kudale and Smt. Parubai Laxman Tilekar was having $\frac{1}{2}$ th share each in the land of share of Mr. Mahadu Khandu Mali. According to the said Compromise Decree name of Smt. Hausabai Shripati Kudale was recorded on records of right of the said land vide Mutation Entry No. 2244 as owner thereof.
- 2.8.2 Smt. Parubai Laxman Tilekar and her family members namely Shri. Sanjay Laxman Tilekar, Shri. Santosh Laxman Tilekar, Smt. Gulab Ashok Bhujbal, Smt. Sangita Uttam Sinalkar, Smt. Jayshri Balasaheb Lokhande, Poornima Laxman Tilekar, and Smt. Sagubai Shivram Tilekar (Sunny) before compermise decree passed in civil suit (RCS No. 815/2000), executed Agreement dated 12/7/1995 and thereby agreed to sell the land admeasuring 5 Acres 20 Gunthe (2 H. 20 R.) out of the said land to 1) Shri. Shrikant Vishnu Balkawade and 2) Shri. Deepak Laxman Sadawarte and also executed separate Power of Attorney dated 12/7/1995 and thereby appointed 1) Shri. Shrikant Vishnu Balkawade and 2) Shri. Deepak Laxman Sadawarte as their constituted attorney to do various acts, deeds and things mentioned therein. However both Agreement to Sell and Power of Attorney were not provided for perusal. 1) Shri. Shrikant Vishnu Balkawade and 2) Shri. Deepak Laxman Sadawarte as constituted attorney of Smt. Parubai Laxman Tilekar, Shri. Sanjay Laxman Tilekar, Shri. Santosh Laxman Tilekar, Smt. Gulab Ashok Bhujbal, Smt. Sangita Uttam Sinalkar, Smt. Jayshri Balasaheb Lokhande, Poornima Laxman Tilekar and Smt. Sagubai Shivram Tilekar (Sunny), executed Agreement dated 10/8/1995 and thereby agreed to sell and/or assigned all their rights, title, interests, claims accrued by them by Agreement dated and Power of Attorney dated 12/7/1995 in respect of land admeasuring 5 Acres 20 Gunthe (2 H. 20 R.) out of the said land to Smt. Indrayani Chandrachud and in pursuance of the said Agreement Smt. Parubai Laxman Tilekar, Shri. Sanjay Laxman Tilekar, Shri. Santosh Laxman Tilekar, Smt. Gulab Ashok Bhujbal, Smt. Sangita Uttam Sinnalkar, Smt.

Jayshri Balasaheb Lokhande, Poornima Laxman Tilekar and Smt. Sagubai Shivram Tilekar (Sunny) with the consent of Shri. Shrikant Vishnu Balkawade and Shri. Deepak Laxman Sadavarte also executed separate Power of Attorney dated 31/8/1995 and thereby appointed Shri. Ramesh Shripad Nabar as their constituted attorney to do various acts, deeds and things mentioned therein. The said Power of Attorney is duly recorded in the Notary Register of Adv. Vijay Borawake (Notary Maharashtra State) at Serial No. E-99/1995 on 31/08/1995.

- 2.8.3 Shri. Ramesh Shripad Nabar for himself as a consenting party and as a constituted attorney of Smt. Parubai Laxman Tilekar and others and Smt. Indrayani Chandrachud as a consenting party executed Development Agreement dated 28/4/2006 and thereby entrusted development rights and / or consenting parties assigned all their rights, title and interest accrued by them by Agreement to Sale and Power of Attorney dated 10/08/1995 in respect of land admeasuring 5 Acres 20 Gunthe (2 H. 20 R.) out of the said land in favour of Shri. Sagar Rasik Mutha on terms and conditions mentioned therein. In pursuance of the said Development Agreement, Smt. Parubai Laxman Tilekar and others, through their constituted attorney Shri. Ramesh Shripad Nabar also executed separate Power of Attorney dated 28/4/2006 and thereby appointed Shri. Sagar Rasik Muttha as their constituted attorney, to do various acts, deeds and things mentioned therein in respect of land admeasuring 05 Acre 20 Guntha (02 H. 20 R). The said Development Agreement and Power of Attorney are duly registered in the Office of Sub Registrar Haveli No. 20, Pune, at Sr. Nos. 2779/2006 and 2780/2006 respectively. However, as Sonar Shelters Ltd. was interested in the said land and therefore Shri. Sagar Rasik Mutha and Shri. Ramesh Shripad Nabar for himself and as constituted attorney of Smt. Parubai Laxman Tilekar and others and Smt. Indrayani Chandrachud executed two Deeds of Cancellation dated 19/6/2006, and thereby cancelled the said Development Agreement and Power of Attorney dated 28/4/2006. The said Deeds of Cancellation are duly registered in the office of Sub-Registrar Haveli No. 2, Pune, at Sr. Nos. 4410/2006 and 4411/2006 respectively.
- 2.8.4 Smt. Parubai Laxman Tilekar, Shri. Sanjay Laxman Tilekar, Shri. Santosh Laxman Tilekar, Shri. Gulab Ashok Bhujbal, Sangita Uttam Sinnalkar, Jayshree Balasaheb Lokhande and Poornima Laxman Tilekar before passing compromise decree in partition suit (RCS No. 815/2000) also executed two Sale Deeds dated 28/5/1997 and thereby sold and conveyed land admeasuring 00 H. 72 R. out of the said land to Smt. Sarojini Gangadhar Makkhi, Shri. Vinayak Gangadhar Makkhi, Smt. Shraddha Vinayak Makkhi, Shri. Pundlik Ramchandra Makkhi, Smt. Vijaya Pundlik Makkhi and Shri. Yogesh Pundlik Makkhi and land admeasuring 00 H. 38 R. out of the said land to Shri. Vivek Pundlik Makkhi, Shri. Chandrashekhar Prabhakar Rayarikar (Joshi) and Shri. Sanjay Gajanan Pathak. The said Sale Deeds are duly registered in the Office of Sub Registrar Mulshi (Paud), Pune, at Sr. No. 2708/1997 and 2709/1997. Accordingly Mutation Entry No. 2797 and 2799 was prepared. However both Mutation entries were not certified due to reason that Aanewari is not recorded and the consent of other co-owners was not taken.
- 2.8.5 Shri. Pundlik Ramchandra Makkhi, Smt. Vijaya Pundlik Makkhi, Shri. Yogesh Pundlik Makkhi and Shri. Vivek Pundlik Makkhi executed Power of Attorney dated 17/5/2004 and thereby appointed Shri. Vilas Kanitlal Doshi as their constituted attorney to do various acts, deeds and things mentioned therein, in respect land

admeasuring 0 H. 72 R. and 0 H. 38 R. out of the said land. The said Power of Attorney is duly registered in the Office of Sub Registrar Mulshi (Paud), Pune, at Sr. No. 2659/2004. Moreover, Shri. Pundlik Ramchandra Makkhi, Smt. Vijaya Pundlik Makkhi, Shri. Yogesh Pundlik Makkhi and Shri. Vivek Pundlik Makkhi executed Agreement dated 28/5/2004 and thereby agreed to sell their share out of the said land to Shri. Vilas Kanitlal Doshi.

- 2.8.6 Smt. Sarojini Gangadhar Makkhi, Shri. Vinayak Gangadhar Makkhi, Smt. Shraddha Vinayak Makkhi, Shri. Gangadhar Gajanan Makkhi and Shri. Sanjay Gajanan Pathak executed Power of Attorney dated 28/12/2001 and thereby appointed Smt. Arti Deepak Sadawarte as their constituted attorney to do various acts, deeds and things mentioned therein in respect of their shares i. e. land admeasuring 0 H. 49 R. out of the said land. The said Power of Attorney is duly registered in the Office of Sub Registrar Mulshi (Paud), Pune, at Sr. No. 7580/2001.
- 2.8.7 Smt. Sarojini Gangadhar Makkhi, Shri. Vinayak Gangadhar Makkhi, Smt. Shraddha Vinayak Makkhi, Shri. Gangadhar Gajanan Makkhi and Shri. Sanjay Gajanan Pathak executed Power of Attorney dated 27/02/2006 and thereby appointed Shri. Nandakumar Sitaram Walimbe as their constituted attorney to do various acts, deeds and things mentioned therein in respect of the said land. The said Power of Attorney is duly registered in the Office of Sub Registrar Mulshi (Paud), Pune, at Sr. No. 1125/2006.
- 2.8.8 Smt. Parubai Laxman Tilekar, Shri. Sanjay Laxman Tilekar, Shri. Santosh Laxman Tilekar, Shri. Gulab Ashok Bhujbal, Sou. Sangita Uttam Sinnalkar and Pornima Laxman Tilekar executed Power of Attorney dated 28/8/2003 and thereby appointed Smt. Gayatri Deepak Sadavarte as their constituted attorney to do various acts, deeds and things mentioned therein in respect of land of share of Smt. Parubai Laxman Tilekar out of the said land. The said Power of Attorney is duly registered in the office of Sub-Registrar Haveli No. 14, Pune, at Sr. No. 5480/03. Gayatri Dipak Sadavarte for herself as a consenting party and as a Constituted Attorney of Smt. Parubai Laxman Tilekar, Shri. Sanjay Laxman Tilekar, Shri. Santosh Laxman Tilekar, Shri. Gulab Ashok Bhujbal, Sou. Sangita Uttam Sinnalkar and Pornima Laxman Tilekar executed Development Agreement dated 30/08/2003 and thereby entrusted the development rights of land admeasuring 00 H. 55 R out of the said land and other land to Shri. Sanjay Omprakash Sasane. In pursuance of the said Development Agreement, Smt. Gayatri Deepak Sadawarte for herself as a consenting party and as a Constituted Attorney of Parubai Laxman Tilekar, Shri. Sanjay Laxman Tilekar, Shri. Santosh Laxman Tilekar, Shri. Gulab Ashok Bhujbal, Sou. Sangita Uttam Sinnalkar and Pornima Laxman Tilekar also executed separate Power of Attorney dated 30/08/2003 and thereby appointed Sou. Pournima Sanjay Sasane as their constituted attorney, to do various acts, deeds and things mentioned therein. The said Development Agreement and Power of Attorney are duly registered in the Office of Sub Registrar Mulshi (Paud), Pune, at Sr. Nos. 4146/2003 and 4147/2003 respectively. In pursuance of the Development Agreement dated 30/8/2003 Village Officer prepared Mutation Entry No. 2746, however said Mutation Entry was not certified due to reason that correct calculation of area required and due to Bank Charge was appearing in the other rights column of the said land.

2.8.9 Smt. Hausabai Shripati Kudale and her family members i.e. Shri. Balu Shripati Kudale, Smt. Laxmi Ashok Khandke, Smt. Shaila Prakash Jadhav, Smt. Surekha Deepak Yadnik executed Power of Attorney dated 28/02/2000 and thereby appointed Smt. Arati Deepak Sadawarte as their constituted attorney to do various acts, deeds and things in respect of their share out of the said land. The Power of Attorney is duly registered in the Notary Register of K. G. Marne (Notary Government of India) at Sr. No. 494/2000 and same was duly authenticated on 29/2/2000 by Office of Sub Registrar Mulshi (Paud), Pune at Sr. No. 27/2000. Smt. Arati Deepak Sadawarte for herself and as a constituted Attorney of Smt. Hausabai Shripati Kudale, Balu Shripati Kudale, Sau. Laxmi Ashok Khadke, Sau. Shaila Prakash Jadhav, Sau. Surekha Deepak Yadnik executed Development Agreement dated 21/06/2003 and thereby entrusted the development rights of land admeasuring 00 H. 55 R out of the said land to Shri. Sanjay Omprakash Sasane. In pursuance of the said Development Agreement, Smt. Aarti Deepak Sadawarte for herself and as a constituted Attorney of Smt. Hausabai Shripati Kudale, Balu Shripati Kudale, Sau. Laxmi Ashok Khadke, Sau. Shaila Prakash Jadhav, Sau. Surekha Deepak Yadnik also executed separate Power of Attorney dated 21/06/2003 and thereby appointed Sou. Pournima Sanjay Sasane as their constituted attorney, to do various acts, deeds and things mentioned therein. The said Development Agreement and Power of Attorney are duly registered in the Office of Sub Registrar Mulshi (Paud), Pune at Sr. Nos. 2992/2003 and 2993/2003 respectively. In pursuance of the Development Agreement dated 21/06/2003 Village Officer prepared Mutation Entry No. 2748, however said Mutation Entry was prepared, however said Mutation Entry was cancelled due to reason that correct calculation of area required and due to Bank Charge was appearing in the other rights column of the said land.

2.8.10 Sou. Pournima Sanjay Sasane executed Two Power of Attorney dated 8/09/2003 and thereby appointed Sou. Suman Omprakash Sasane as their constituted attorney, to do various acts, deeds and things mentioned therein. The said Two Power of Attorney is duly registered in the Office of Sub Registrar Haveli No. 15, Pune at Sr. Nos. 3066/2003 and 3067/2003. However Sou. Suman Omprakash Sasane has use power given under these Power of Attorney dated 8/09/2003 and therefore she executed Deed of Declaration dated 28/03/2008 and thereby declared that in pursuance these Power of Attorney dated 8/09/2003 she has not created third party interest in the said land. The said Deed of Declaration is duly registered in the Notary Register of Adv. Vilas L. Kasabe at Sr. Nos. 1186/2008. Moreover Sou. Suman Omprakash Sasane has executed separate Indemnity Bond dated 13/05/2008 and thereby agreed to indemnify Sonar Shelters Ltd. The said Indemnity Bond is duly registered in the Notary Register of Adv. Vilas L. Kasabe at Sr. Nos. 1491/2008.

2.9 Devolution of Land of the share of Shri. Sahadu Khandu Mali (Kudale) as follows:-

2.9.1 Shri. Sahadu Khandu Kudale through his constituted attorney Shri. Santosh Krishna Kudale with the consent of Shri. Pandurang Sahadu Kudale, Shri. Balu Sahadu Kudale through their constituted Attorney Shri. Santosh Krishna Kudale executed Sale Deed dated 27/04/2000 and thereby sold and conveyed land admeasuring 00 H. 14.3 R. (1433.33 sq. mtrs.) out of the said land to Shri. Natha Appaji Patole. The said Sale Deed is duly registered in the Office of Sub Registrar Mulshi (Paud) at

- Sr. No. 1882/2000. Accordingly name of Shri. Natha Appaji Patole is duly recorded on records of right of the said land vide Mutation Entry No. 2193 as owner thereof.
- 2.9.2 Shri. Sahadu Khandu Kudale through his constituted attorney Shri. Santosh Krishna Kudale with the consent of Shri. Pandurang Sahadu Kudale, Shri. Balu Sahadu Kudale through their constituted Attorney Shri. Santosh Krishna Kudale executed Sale Deed dated 27/04/2000 and thereby sold and conveyed land admeasuring 00 H. 14.3 R. (1433.33 Sq. Mtrs.) out of the said land to Shri. Tatyasaheb Sadashiv Mote. The said Sale Deed is duly registered in the Office of Sub Registrar Mulshi (Paud) at Sr. No. 1883/2000. Accordingly name of Shri. Tatyasaheb Sadashiv Mote is duly recorded on records of right of the said land vide Mutation Entry No. 2194 as owner thereof.
- 2.9.3 Shri. Sahadu Khandu Kudale through his constituted attorney Shri. Santosh Krishna Kudale with the consent of Shri. Pandurang Sahadu Kudale, Shri. Balu Sahadu Kudale through their constituted Attorney Shri. Santosh Krishna Kudale executed Sale Deed dated 27/04/2000 and thereby sold and conveyed land admeasuring 00 H. 14.3 R. (1433.33 Sq. Mtrs.) out of the said land to Shri. Sadashiv Tukaram Khandekar. The said Sale Deed is duly registered in the Office of Sub Registrar Mulshi (Paud) at Sr. No. 1884/2000. Accordingly name of Shri. Sadashiv Tukaram Khandekar was duly recorded on records of right of the said land vide Mutation Entry No. 2195 as owner thereof.
- 2.9.4 Shri. Sahadu Khandu Kudale with the consent of Shri. Balu Sahadu Kudale executed Sale Deed dated 13/07/2001 and thereby sold and conveyed land admeasuring 00 H. 28 R. out of the said land to Shri. Sanjay Omprakash Sasane and Shri. Ajay Omprakash Sasane. The said Sale Deed is duly registered in the Office of Sub Registrar Mulshi (Paud) at Sr. No. 3706/2001. Accordingly names of Shri. Sanjay Omprakash Sasane and Shri. Ajay Omprakash Sasane were duly recorded on records of right of the said land vide Mutation Entry No. 2301 as owners thereof.
- 2.9.5 Shri. Sahadu Khandu Kudale with the consent of Shri. Balu Sahadu Kudale executed Sale Deed dated 13/07/2001 and thereby sold and conveyed land admeasuring 00 H. 39 R. out of the said land to Shri. Sanjay Omprakash Sasane. The said Sale Deed is duly registered in the Office of Sub Registrar Mulshi (Paud) at Sr. No. 3707/2001. Accordingly name of Shri. Sanjay Omprakash Sasane was duly recorded on records of right of the said land vide Mutation Entry No. 2455 as owner thereof.
- 2.9.6 Shri. Ajay Omprakash Sasane executed Power of Attorney dated 25/11/2005 and thereby appointed his constituted attorney Mr. Sanjay Omprakash Sasane, to do various acts, deeds and things mentioned therein, in respect of land admeasuring 00 H. 20 R + 00 H. 03 R. + 00 H. 11 R. = 00 H. 34 R out of said land. The said Power of Attorney duly registered in the office of Sub-Registrar Haveli no. 14, Pune at Sr. no. 8001/2005.
- 2.9.7 Shri. Pandurang Sahadu Kudale filed a RCS No. 152/2002 before Civil Judge Junior Division Pimpri, Pune Court for partition and separate Possession against Shri. Sahadu Khandu Kudale and others on 16/10/2002, in the said suit a counterclaim dated 30/04/2003 was filed by Shri. Santosh Prakash Kudale on 30/4/2003, however the dispute between the Plaintiff and Defendants was

amicably settled and both plaintiff and defendant withdraw their respective suit as well as counter claim on 3/09/2004. Accordingly Court passed Order at Exh. 38 on 3/9/2004 and Order on Exh. 40 on 8/7/2008.

- 2.10 Devolution of Land of the share of 1) Smt. Shantabai Pandu Darshale, 2) Smt. Shevantabai Bapu Tajane and 3) Smt. Sabi Shivram Tilekar, as follows:-
- 2.10.1 Smt. Shantabai Pandu Darshale, Smt. Shevantabai Bapu Tajane and Smt. Sabi Shivram Tilekar was having 1/5th (land admeasuring 01 H. 10.52 R.) share each in the said land. Smt. Shevantabai Bapu Tajane and Smt. Sabi Shivram Tilekar with the consent of Smt. Shantabai Pandu Darshale executed Sale Deed dated 24/8/1995 and thereby Smt. Shevantabai Bapu Tajane sold and conveyed land of her entire share admeasuring 1 H. 10.5 R. out of the land and Smt. Sabi Shivram Tilekar sold and conveyed land admeasuring 00 H. 55.5 R. out of her share's land out of the said land, i.e Smt. Shevantabai Bapu Tajane and Smt. Sabi Shivram Tilekar jointly sold and conveyed land totally admeasuring 01 H. 66 R. to Smt. Chandrabhaga Pandurang Kudale. The said Sale Deed is duly registered in the office of Sub-registrar Mulshi (Paud), Pune, at Sr. No. 2718/1995. According to the said Sale Deed two Mutation Entry No. 1671 and 1872 was certified to that effect & name of Chandrabhaga Pandurang Kudale is recorded on 7/12 extract of the said land as a owner thereof.
- 2.10.2 Smt. Shantabai Pandu Darshale and Smt. Sabi Shivram Tilekar with the consent of Smt. Shevantabai Bapu Tajane executed Sale Deed dated 24/8/1995 and thereby Smt. Shantabai Pandu Darshale sold and conveyed land of her share admeasuring 1 H. 10.5 R. out of the land and Smt. Sabi Shivram Tilekar sold and conveyed land admeasuring 00 H. 55 R. out of her share land, out of the said land, i.e Smt. Shantabai Pandu Darshale and Smt. Sabi Shivram Tilekar jointly sold and conveyed land totally admeasuring 01 H. 65.5 R. to Smt. Manda Balu Kudale. The said Sale Deed is duly registered in the office of Sub-registrar Mulshi (Paud), Pune, at Sr. No. 2719/1995. According to the said Sale Deed two Mutation Entry No. 1672 and 1871 was certified & name of Smt. Manda Balu Kudale is recorded on 7/12 extract of the said land as a owner thereof.
- 2.10.3 Manda Balu Kudale has availed loan of Rs. 8,85,000/- (Rupees Eighth Lakhs Eighty Five Thousand only) against the land owned by Manda Balu Kudale out of the land bearing 43/12/1A and accordingly Manda Balu Kudale as partner of M/s. Bright Farm Exporter, executed Mortgage Deed 09/09/2003 and thereby mortgaged the said land to Bank of Baroda, Agricultural Finance Branch, Camp, Pune - 411001. The said Mortgage Deed is duly registered in the Office of Sub Registrar Mulshi, Pune at Sr. No. 4297/2003 on 10/09/2003. Accordingly Mutation Entry No. 2453 was certified to that effect and name of the said Bank of Boarda with its charge of Rs. 8,85,000/- was recorded in other rights column of 7/12 of the said land.
- 2.10.4 Manda Balu Kudale, Shri. Nandkumar Nivrutti Bapтивale and Sau. Surekha Nandkumar Bapтивale have availed loan of Rs. 6,09,000/- (Rupees Six Lakhs Nine Thousand only) against the land owned by Manda Balu Kudale out of the land bearing 43/12/1A and other property and accordingly Manda Balu Kudale, Shri. Nandkumar Nivrutti Bapтивale and Sau. Surekha Nandkumar Bapтивale, executed Mortgage Deed 11/06/2004 and thereby mortgaged the said land and other

properties to Bank of Baroda, Agricultural Finance Branch, Camp, Pune - 411001. The said Mortgage Deed is duly registered in the Office of Sub Registrar Mulshi, Pune at Sr. No. 3287/2004. Accordingly Mutation Entry No. 2564 was certified to that effect and name of the said Bank of Boarda with its charge of Rs. 6,09,000/- was recorded in other rights column of 7/12 of the said land.

- 2.10.5 Manda Balu Kudale, Shri. Nandkumar Nivrutti Baptiwale and Sau. Surekha Nandkumar Baptiwale have availed loan of Rs. 15,45,000/- (Rupees Fifteen Lakhs Forty Five Thousand only) against the land owned by Manda Balu Kudale out of the land bearing 43/12/1A and other property and accordingly Manda Balu Kudale, Shri. Nandkumar Nivrutti Baptiwale and Sau. Surekha Nandkumar Baptiwale, executed Mortgage Deed 24/08/2005 and thereby mortgaged the said land and other Properties to Bank of Baroda, Agricultural Finance Branch, Camp, Pune - 411001. The said Mortgage Deed is duly registered in the Office of Sub Registrar Mulshi, Pune at Sr. No. 5754/2005. Accordingly Mutation Entry No. 2729 is certified to that effect and name of the said Bank of Boarda with its charge of Rs. 15,45,000/- is recorded in other rights column of 7/12 of the said land.
- 2.10.6 Manda Balu Kudale, Shri. Nandkumar Nivrutti Baptiwale and Sau. Surekha Nandkumar Baptiwale as Partners of M/s. Bright Farm Exporter have availed loan of Rs. 12,61,000/- (Rupees Twelve Lakhs Sixty One Thousand only) against the land owned by Manda Balu Kudale out of the land bearing 43/12/1A and other property and accordingly Manda Balu Kudale, Shri. Nandkumar Nivrutti Baptiwale and Sau. Surekha Nandkumar Baptiwale as Partners of M/s. Bright Farm Exporter, executed Mortgage Deed 19/06/2006 and thereby mortgaged the said land and other properties to Bank of Baroda, Agricultural Finance Branch, Camp, Pune - 411001. The said Mortgage Deed is duly registered in the Office of Sub Registrar Haveli No. 14, Pune at Sr. No. 5669/2006. Accordingly Mutation Entry No. 2856 is certified to that effect and name of the said Bank of Boarda with its charge of Rs. 12,61,000/- was recorded in other rights column of 7/12 of the said land.
- 2.10.7 Manda Balu Kudale, Shri. Nandkumar Nivrutti Baptiwale and Sau. Surekha Nandkumar Baptiwale has repaid the entire loan amount along with interest avail against the land owned by Manda Balu Kudale out of the land bearing 43/12/1A and other properties to the Bank of Baroda. Accordingly the Bank of Baroda issued No Dues Certificate dated 17/04/2007 and accordingly the Bank of Baroda also executed four separate Release Deeds / Deeds of Redemption of Mortgage Deed dated 26/07/2014 and thereby released all its claim charge and interest of whatsoever kind against the said land and other properties in favour of Manda Balu Kudale & others. The said four Release Deeds are duly registered in the Office of Sub Registrar Haveli No. 17, Pune at Sr. No. 4846/2014, 4847/2014, 4848/2014 and 4849/2014.
- 2.10.8 Manda Balu Kudale and Shri. Nandkumar Nivrutti Baptiwale have also availed loan of Rs. 23,64,412/- (Rupees Twenty Three Lakhs Sixty Four Thousand Four Hundred Twleve only) against the land owned by Manda Balu Kudale out of the land bearing 43/12/1A and other property and accordingly Manda Balu Kudale and Shri. Nandkumar Nivrutti Baptiwale, executed equitable mortgage and thereby mortgaged the said land and other property to HDFC Bank. Accordingly Mutation Entry No. 3078 is certified to that effect and name of the said HDFC

Bank with its charge of Rs. 23,64,412/- was recorded in other rights column of 7/12 of the said land.

- 2.10.9 Manda Balu Kudale and Shri. Nandkumar Nivrutti Baptiwale have repaid the entire loan amount along with interest avail against the land owned by Manda Balu Kudale out of the land bearing 43/12/1A and other properties to the HDFC Bank. Accordingly, the HDFC Bank issued No Dues Certificate dated 06/05/2014.
- 2.10.10 Smt. Chandrabhaga Pandurang Kudale and Shri. Pandurang Sahadu Kudale executed Sale Deed dated 16/6/1998 and thereby sold and conveyed land admeasuring 00 H. 10 R. out of the said land to Smt. Nanda Sudhakar Bag. The said Sale Deed is duly registered in the office of Sub-registrar Mulshi (Paud), Pune at Sr. No. 2437/1995. Accordingly name of Smt. Nanda Sudhakar Bag is recorded on records of right of the said land vide Mutation Entry No. 1931 as an owner thereof.
- 2.10.11 Smt. Chandrabhaga Pandurang Kudale executed Sale Deed dated 22/12/2000 and thereby sold and conveyed land admeasuring 00 H. 03 R. out of the said land to Shri. Ashok Kanhu Kudale and Shri. Ankush Kanhu Kudale. The said Sale Deed is duly registered in the office of Sub-registrar Mulshi (Paud), Pune at Sr. No. 6008/2000. Accordingly names of Shri. Ashok Kanhu Kudale and Shri. Ankush Kanhu Kudale are recorded on records of right of the said land vide Mutation Entry No. 2228 as the owners thereof.
- 2.10.12 Smt. Chandrabhaga Pandurang Kudale, Shri. Pandurang Sahadu Kudale and Shri. Vijay Pandurang Kudale executed Sale Deed dated 23/3/1998 and thereby sold and conveyed land admeasuring 00 H. 40 R. out of the said land to Shri. Sanjay Omprakash Sasane and Shri. Ajay Omprakash Sasane. The said Sale Deed is duly registered in the office of Sub-registrar Mulshi (Paud), Pune at Sr. No. 1497/1998. Accordingly names of Shri. Sanjay Omprakash Sasane and Shri. Ajay Omprakash Sasane were recorded on records of right of the said land vide Mutation Entry No. 1889 as the owners thereof.
- 2.10.13 Smt. Chandrabhaga Pandurang Kudale, Shri. Pandurang Sahadu Kudale and Shri. Vijay Pandurang Kudale executed Sale Deed dated 4/2/1999 and thereby sold and conveyed land admeasuring 00 H. 15 R. out of the said land to Shri. Sanjay Omprakash Sasane. The said Sale Deed is duly registered in the office of Sub-registrar Mulshi (Paud), Pune at Sr. No. 445/1999. Accordingly name of Shri. Sanjay Omprakash Sasane was recorded on records of right of the said land vide Mutation Entry No. 2444 as the owner thereof.
- 2.10.14 Smt. Chandrabhaga Pandurang Kudale, Shri. Pandurang Sahadu Kudale and Shri. Vijay Pandurang Kudale executed Sale Deed dated 4/2/1999 and thereby sold and conveyed land admeasuring 00 H. 10 R. out of the said land to Shri. Sanjay Omprakash Sasane. The said Sale Deed is duly registered in the office of Sub-registrar Mulshi (Paud), Pune at Sr. No. 446/1999. Accordingly name of Shri. Sanjay Omprakash Sasane is recorded on records of right of the said land vide Mutation Entry No. 2445 as the owner thereof.
- 2.10.15 Smt. Chandrabhaga Pandurang Kudale with the consent of Shri. Vijay Pandurang Kudale and Shri. Sachin Pandurang Kudale executed Agreement dated

11/11/2005 and thereby agreed to sell and/or agreed to entrust the development rights in respect of the land admeasuring 01 H. 12.7 R. out of the said land to Shri. Sanjay Omprakash Sasane. The said Agreement is duly registered in the Notary Register of Adv. Vilas Kasbe (Notary Union of India) at Sr. No. 158/2005.

- 2.11 Shri. Sanjay Omprakash Sasane and Shri. Ajay Omprakash Sasane executed Visar-Pavati dated 16/9/2005 in favour of Shri. Narayan Ramchandra Bankar in respect of the said land. The said Visar-Pavati is duly registered in the Notary Register of Notary M. B. Sonawane at Sr. No. 4829/2004. The said Visarpavati was not provided for my perusal. However, Shri. Narayan Ramchandra Bankar and Shri. Sanjay Omprakash Sasane and Shri. Ajay Omprakash Sasane executed Deed of Cancellation dated 21/04/2006 and thereby cancelled Visarpavati dated 16/9/2005 for the benefit of Sonar Shelters Pvt. Ltd. The said Deed of Cancellation is duly registered in Notary Register of Adv. A. D. Ghospurkar (Notary Union of India) at Sr. No. 3044/2006.
- 2.12 Shri. Narayan Ramchandra Bankar executed Agreement dated 19/10/2005 and thereby agreed to assign all their rights, title and interest accrued by him by Agreement dated 16/9/2005 in favour of Mr. Mahesh Dadashaeb More. The said Agreement is duly registered in Notary Register of Adv. Satishchandra L. Pitale (Notary, State of Maharashtra) at Sr. No. 1098/80/05. However, Sonar Shelter Pvt. Ltd., Shri. Mahesh Dadasaheb More, Shri. Sanjay Omprakash Sasane, Shri. Ajay Omprakash Sasane and Shri. Narayan Ramchandra Bankar executed Deed of Cancellation dated 24/04/2006 and thereby cancelled Agreement dated 19/10/2005 for the benefit of Sonar Shelters Pvt. Ltd. The said Deed of Cancellation is duly registered in Notary Register of Adv. A. D. Ghospurkar (Notary Union of India) at Sr. No. 3100/2006.
- 2.13 Shri. Narayan Ramchandra Bankar and Mr. Shivaji Madhavrao Mankar entered into Memorandum of Understanding dated 29/11/2005 and in respect of land admeasuring 2 H. 61 R. out of said land. The said Memorandum of Understanding is duly registered in Notary Register of Adv. M. N. Taware (Notary Government of India at Sr. No. 1430/2005. However, Mr. Shivaji Madhavrao Mankar, Shri. Sanjay Omprakash Sasane, Shri. Ajay Omprakash Sasane and Shri. Narayan Ramchandra Bankar executed Deed of Cancellation dated 21/04/2006 and thereby cancelled Memorandum of Understanding dated 29/11/2005 for the benefit of Sonar Shelters Pvt. Ltd.
- 2.14 Shri. Narayan Ramchandra Bankar, Shri. Mahesh Dadasaheb More, Shri. Shivaji Madhavrao Mankar executed Power of Attorney dated 21/04/2006 and thereby appointed Sonar Shelters Pvt. Ltd. through Shri. Ashok Bandola as their constituted attorney, to do various acts, deeds and things mentioned therein, in respect of the said land. The said Power of Attorney is duly registered in the Office of Sub Registrar Haveli No. 4 at Sr. No. 2358/2006.
- 2.15 The State of Maharashtra implemented digitalization scheme for Revenue Record and therefore Survey Number of the said land was changed from Survey No. 43, Hissa No. 12/1/1 to Survey No. 43, Hissa No. 12/1/A. Accordingly Mutation Entry No. 2583 was certified to that effect.

- 2.16 Shri. Sanjay Omprakash Sasane and Shri. Ajay Omprakash Sasane entered into Memorandum Of Understanding dated 26/12/2005 with Mr. Vikas Sitaram More partner of M/s. Viva Corporation, a partnership registered firm. M/s. Viva Corporation, on the basis of the said MOU, M/s. Viva Corporations executed Memorandum of Understanding dated 11/2/2006 in favour of Sonar Shelters Pvt. Limited and thereby agreed to execute Conveyance Deed/s, Development Agreement/s, Power of Attorney and all other necessary and required documents, in favour of Sonar Shelters Pvt. Ltd from the original owners in respect of the said land.
- 2.17 1) Shri. Sanjay Omprakash Sasane, 2) Sau. Pournima Sanjay Sasane, 3) Shri. Deepak Sanjay Sasane, 4) Shri. Ajay Omprakash Sasane, 5) Shri. Sahadu Khandu Mali (Kudale), 6) Shri. Pandurang Sahadu Kudale, 7), Shri. Balu Sahadu Kudale, 8) Shri. Santosh Krushna (@ Prakash) Kudale, 9) Smt. Parubai @ Parvatibai Laxman Tilekar, 10) Shri. Sanjay Laxman Tilekar, 11) Shri. Santosh Laxman Tilekar, 12) Shri. Gulab Ashok Bhujbal, 13) Sau. Sangita Uttam Sinalkar, 14) Sau. Jayashree Balasaheb Lokhande, 15) Kum. Pournima Laxman Tilekar, 16) Hausabai Shripati Kudale, 17) Shri. Balu Shripati Kudale, 18) Sau. Laxmi Ashok Khadke, 19) Sau. Shaila Prakash Jadhav, 20) Sau. Surekha Deepak Yadnik, 21) Shri. Sanjay Gajanan Pathak, 22) Sau. Sarojini Gangadhar Makkhi, 23) Shri. Vinayak Gangadhar Makkhi, 24) Sau. Shraddha Vinayak Makkhi, 25) Shri. Pundlik Ramchandra Makkhi, 26) Sau. Vijaya Pundlik Makkhi, 27) Shri. Yogesh Pundlik Makkhi, 28) Vivek Pundlik Makkhi, 29) Shri. Chandrashekhar Prabhakar Rayarikar (Joshi), 30) Shri. Vilas Kantilal Doshi, 31) Sau. Chandrabhaga Pandurang Kudale, 32) Shri. Vijay Pandurang Kudale, 33) Shri. Sachin Pandurang Kudale, 34) Sau. Aarti Deepak Sadawarte and 35) Kum. Gayatri Deepak Sadawarte as a Vendors, and 1) M/s. Viva Corporation, registered partnership firm, through their partners a) Shri. Vikas Sitaram More and b) Sau. Vibha Vikram Boke, 2) Shri. Narayan Ramchandra Bankar, 3) Shri. Shivaji Madhavrao Mankar, 4) Shri. Mahesh Dadasaheb More, 5) Sau. Indrani Chandrachud, 6) Shri. Ramesh Shripad Nabar, 7) Shri. Sagar Rasik Mutha and 8) Shri. Nandkumar Sitaram Walimbe as a Consenting Party executed Development Agreement cum Agreement to Sell dated 19/6/2006 and thereby entrusted development rights and / or agreed to sell land admeasuring 03 H 12.7 R [00 H. 0.07 R. land of share of Mr. Sahadu Khandu Kudale, + 00 H. 55 R. land of share of Parubai Laxman Tilekar, + 00 H. 55 R. land of share of Hausabai Shripati Kudale, + 00 H. 40 R. land of Sanjay Omprakash Sasane and Ajay Omprakash Sasane, + 00 H 39 R, land of Sanjay Omprakash Sasane + 00 H. 15 R. land of Sanjay Omprakash Sasane, + 00 H. 10 R. land of Sanjay Omprakash Sasane, + 00 H. 22 R. land of Sanjay Omprakash Sasane and Ajay Omprakash Sasane, + 00 H. 70 R. land of share of Chandrabhaga Pandurang Kudale = totally admeasuring 3 H. 12.7 R] to Sonar Shelter Ltd. a registered company registered under Company Act. And by said Development Agreement Mr. Sanjay Omprakash Sasane and Pournima Sajay Sasane assigned, conveyed and transferred all their right, title and interest accrued by virtue of Agreement dated 11/11/2005, Development Agreement and Power of Attorney dated 21/06/2003 (Sr. No. 2992/2003 and 2993/2003) and Development Agreement and Power of Attorney dated 30/8/2003 (Sr. No. 4146/2003 and 4147/2003) in the said land in favour of Sonar Shelter Ltd, Indrayani Chandrachud assigned, conveyed and transferred all her right, title and interest accrued by virtue of Agreement dated 10/08/1995 in the said land in favour of Sonar Shelter Ltd., Mr. Ramesh Shripat Nabar assigned, conveyed and transferred all his right, title and interest accrued by virtue of

Agreement dated 31/08/1995 in the said land in favour of Sonar Shelter Ltd., Mr. Sagar Rasik Mutha assigned, conveyed and transferred all his right, title and interest accrued by virtue of Development Agreement and Power of Attorney dated 26/04/2006, (Sr. No. 2779/2006 and 2780/2006) in the said land in favour of Sonar Shelter Ltd., Sau. Sarojini Gangadhar Makkhi, Mr. Vinayak Gangadhar Makkhi, Sau. Shraddha Vinayak Makkhi, Mr. Pundlik Ramchandra Makkhi, Sau. Vijaya Pundlik Makkhi, Mr. Yogesh Pundlik Makkhi, Mr. Vivek Pundlik Makkhi, Mr. Chandrashekar Prabhakar Rayrikar (Joshi) and Shri. Sanjay Gajanan Phatak assigned, conveyed and transferred all their right, title and interest accrued by virtue of two Sale Deed dated 28/05/1997 (Sr. No. 2708/1997 and 2709/1997) in the said land in favour of Sonar Shelter Ltd., Nandukumar Sitaram Walimbe assigned, conveyed and transferred all their right, title and interest accrued by virtue of Power of Attorney dated 27/02/2006 (Sr. No. 1125/2006) in the said land in favour of Sonar Shelter Ltd., Vilas Kantilal Doshi assigned, conveyed and transferred all his right, title and interest accrued by virtue of Power of Attorney dated 17/05/2004 (Sr. No. 2659/2004) and Agreement dated 28/5/2004 in the said land in favour of Sonar Shelter Ltd., Aarti Dipak Sadavarte and Gayatri Dipak Sadavarte assigned, conveyed and transferred all their right, title and interest in the said land in favour of Sonar Shelter Ltd. and M/s. Viva Corporation through its Partners, Vikas Sitaram More and Sau. Vibha Vikram Boke, Mr. Narayan Ramchandra Bankar, Mr. Shivaji Madhavrao Mankar and Mr. Mahesh Dadasaheb More also assigned, conveyed and transferred all their right, title and interest accrued by virtue of various Visarpavati / MOU / Agreement (Agreement dated 16/09/2005, 19/10/2005, 29/11/2005 & 26/12/2005) in the said land in favour of Sonar Shelter Ltd. The said Development Agreement is duly registered in the Office of Sub Registrar Haveli No. 2, at Sr. Nos. 4412/2006. At the time of said Agreement Shri. Sanjay Omprakash Sasane and others handed over vacant and peaceful possession of the land admeasuring 3 H. 12.7 R. to Sonar Shelters Ltd. Accordingly Mutation Entry No. 2963 was certified to that effect and name of the Sonar Shelter Ltd. and his authorized person Mr. Narendrakumar Naredi was recorded in other right column of the 7/12 Extract of the said land.

- 2.18 In pursuance Development Agreement cum Agreement to Sell 1) Shri. Sanjay Omprakash Sasane, 2) Sau. Pournima Sanjay Sasane, 3) Shri. Deepak Sanjay Sasane, 4) Shri. Ajay Omprakash Sasane, 5) Shri. Sahadu Khandu Mali (Kudale), 6) Shri. Pandurang Sahadu Kudale, 7) Shri. Balu Sahadu Kudale, 8) Shri. Santosh Krushna (@ Prakash) Kudale, 9) Smt. Parubai @ Parvatibai Laxman Tilekar, 10) Shri. Sanjay Laxman Tilekar, 11) Shri. Santosh Laxman Tilekar, 12) Shri. Gulab Ashok Bhujbal, 13) Sau. Sangita Uttam Sinalkar, 14) Sau. Jayashree Balasaheb Lokhande, 15) Kum. Pournima Laxman Tilekar, 16) Hausabai Shripati Kudale, 17) Shri. Balu Shripati Kudale, 18) Sau. Laxmi Ashok Khadke, 19) Sau. Shaila Prakash Jadhav, 20) Sau. Surekha Deepak Yadnik, 21) Shri. Sanjay Gajanan Pathak, 22) Sau. Sarojini Gangadhar Makkhi, 23) Shri. Vinayak Gangadhar Makkhi, 24) Sau. Shraddha Vinayak Makkhi, 25) Shri. Pundlik Ramchandra Makkhi, 26) Sau. Vijaya Pundlik Makkhi, 27) Shri. Yogesh Pundlik Makkhi, 28) Vivek Pundlik Makkhi, 29) Shri. Chandrashekar Prabhakar Rayarikar (Joshi), 30) Shri. Vilas Kantilal Doshi, 31) Sau. Chandrabhaga Pandurang Kudale, 32) Shri. Vijay Pandurang Kudale, 33) Shri. Sachin Pandurang Kudale, 34) Sau. Aarti Deepak Sadawarte and 35) Kum. Gayatri Deepak Sadawarte, 36) M/s. Viva Corporation, registered partnership firm, through their partner a) Shri. Vikas Sitaram More and b) Sau. Vibha Vikram Boke, 37) Shri. Narayan Ramchandra Bankar, 38) Shri. Shivaji Madhavrao Mankar,

39) Shri. Mahesh Dadasaheb More, 40) Sau. Indrani Chandrachud, 41) Shri. Ramesh Shripad Nabar, 42) Shri. Sagar Rasik Mutha and 43) Shri. Nandkumar Sitaram Walimbe executed separate Power of Attorney dated 19/6/2006 and thereby appointed Sonar Shelters Pvt. Ltd., as their constituted attorney, to do various acts, deeds and things mentioned therein in respect of the land admeasuring 03 H. 12.7 R. out of the said land and also executed separate Indemnity Bond dated 19/6/2006 and thereby agreed to indemnify Sonar Shelters Ltd. The said Power of Attorney and Indemnity Bond are duly registered in the Office of Sub Registrar Haveli No. 2, at Sr. No. 4413/2006 and 4414/2006 respectively.

2.19 In the Schedule of the said Agreement and Power of Attorney dated 19/6/2006 there was typographical mistakes, as in the Schedule area of the subject land is wrongly mentioned as 03 H. 30.4 R. instead of 03. H. 12.7 R. and therefore Shri. Sanjay Omprakash Sasane and others executed Deed of Correction dated 27/6/2011 and thereby corrected and rectified typographical mistake of area mentioned in Schedule of the said Agreement and Power of Attorney. The said Correction Deed is duly registered in the Office of Sub Registrar Haveli No. 19, at Sr. No. 6275/2011.

2.20 1) Smt. Parubai alias Parvatibai Lakshman Tilekar, 2) Shri. Sanjay Lakshman Tilekar, 3) Shri. Santosh Lakshman Tilkekar, 4) Smt. Gulab Ashok Bhujbal, 5) Smt. Sangita Uttam Sinalkar, 6) Smt. Jayshree Balasaheb Lokhande, 7) Poonima Lakshman Tilekar, (1 to 7 as a Vendor No. I) and 1) Smt. Hausabaii Shripati Kudale, 2) Shri. Balu Shripati Kudale, 3) Smt. Laxmi Ashok Khadke, 4) Smt. Shaila Prakash Jadhav, 5) Smt. Surekha Deepak Yadnik (1 to 5 as a Vendor No. II) and 1) Smt. Sarojini Gangadhar Makkhi, 2) Shri. Vinayak Gangadhar Makkhi, 3) Smt. Shraddha Vinayak Makkhi, 4) Shri. Pundlik Ramchandra Makkhi, 5) Smt. Vijaya Pundlik Makkhi, 6) Shri. Yogesh Pundlik Makkhi, 7) Shri. Vivek Pundlik Makkhi, 8) Shri. Chandrashekar Prabhakar Rairikar (Joshi), 9) Shri. Sanjay Gajanan Phatak, (1 to 9 as a Vendor No. III) and 1) Shri. Sahadu Khandu Mali (Kudale), 2) Shri. Pandurang Sahadu Kudale, 3) Shri. Sachin Pandurang Kudale, 4) Shri. Vijay Sahadu Kudale, 5) Shri. Balu Sahadu Kudale, 6) Shri. Santosh Krishna @ Prakash Kudale, (1 to 6 as a Vendor No. IV) and 1) Shri. Sanjay Omprakash Sasane, 2) Shri. Ajay Omprakash Sasane, (1 & 2 as a Vendor No. V) and Smt. Chandrabhaga Pandurang Kudale (as a Vendor No. VI), through their duly constituted attorney Sonar Shelters Limited through its Authorised Director Shri. Mahabir Prasad Agrawalla with the consent of 1) Smt. Indrani Chandrachud, 2) Shri. Ramesh Shripad Nabar, 3) Shri. Sagar Rasik Mutha, 4) Gayatri Deepak Sadavarte, 6) Sou. Poonima Sanjay Sasane, 7) Master Deepak Sanjay Sasane, through his natural guardian Shri. Sanjay Omprakash Sasane, 8) Smt. Aarti Deepak Sadawarte, 9) Shri. Vilas Kantilal Doshi, 10) Shri. Nandkumar Sitaram Walimbe, 11) Shri. Narayan Ramchandra Bankar, 12) Shri. Mahesh Dadasaheb More, 13) Shri. Shivaji Madhavrao Mankar, 14) M/s. Viva Corporation a registered partnership firm through its partners – 1) Shri. Vikas Sitaram More and 2) Sou. Vibha Vikram Boke, all through their constituted attorney Sonar Shelters Limited through its Authorised Director Shri. Mahabir Prasad Agrawala (as a Consenting Party No. 1) and Sonar Shelters Limited through its Authorised Director Shri. Mahabir Prasad Agrawalla (as a Consenting Party No. 2) executed Deed of Conveyance / Sale Deed dated 28/06/2011 and thereby sold and conveyed land admeasuring 02 H. 08 R. out of the land admeasuring 03 H. 12.7 R out of the said land [consisting land of the

each of the Vendor i. e. a) area admeasuring 00H. 36.50 R. out of area admeasuring 00 H. 55 R owned by Vendor No. I, b) area admeasuring 00 H. 36.50 R. out of area admeasuring 00 H. 55 R. owned by Vendor No. II, c) area admeasuring 00 H. 26 R. out of area admeasuring 00 H. 40 R. owned by Vendor No. V, d) area admeasuring 00 H. 10 R. out of area admeasuring 00 H. 10 R. owned by Vendor No. V(1), e) area admeasuring 00 H. 15 R. out of area admeasuring 00 H. 15 R. owned by Vendor No. V(1), f) area admeasuring 00 H. 47 R. out of area admeasuring 00 H. 50 R. owned by Vendor No. VI, g) area admeasuring 00 H. 15 R. out of area admeasuring 00 H. 22 R. owned by Vendor No. V, h) area admeasuring 00H. 22 R. out of area admeasuring 00 H. 39 R. owned by Vendor No. V (1)] to the M/s. Nyati Kohinoor Associates, a registered partnership firm through one of its Partner Shri. Vineet Krishnakumar Goyal. The said Sale Deed is duly registered in the Office of Sub Registrar Haveli No. 19, at Sr. No. 6274/2011. Accordingly the name of M/s. Nyati Kohinoor Associates was duly recorded on 7/12 extract of the said land vide Mutation Entry No. 3892 as a owner thereof.

- 2.21 In pursuance of said Sale Deed dated 28/06/2011, 1) Smt. Parubai alias Parvatibai Lakshman Tilekar, 2) Shri. Sanjay Lakshman Tilekar, 3) Shri. Santosh Lakshman Tilkekar, 4) Smt. Gulab Ashok Bhujbal, 5) Smt. Sangita Uttam Sinalkar, 6) Smt. Jayshree Balasaheb Lokhande, 7) Poornima Lakshman Tilekar, 8) Smt. Hausabai Shripati Kudale, 9) Shri. Balu Shripati Kudale, 10) Smt. Laxmi Ashok Khadke, 11) Smt. Shaila Prakash Jadhav, 12) Smt. Surekha Deepak Yadnik, 13) Smt. Sarojini Gangadhar Makkhi, 14) Shri. Vinayak Gangadhar Makkhi, 15) Smt. Shraddha Vinayak Makkhi, 16) Shri. Pundlik Ramchandra Makkhi, 17) Smt. Vijaya Pundlik Makkhi, 18) Shri. Yogesh Pundlik Makkhi, 19) Shri. Vivek Pundlik Makkhi, 20) Shri. Chandrashekar Prabhakar Rairikar (Joshi), 21) Shri. Sanjay Gajanan Phatak, 22) Shri. Sahadu Khandu Mali (Kudale), 23) Shri. Pandurang Sahadu Kudale, 24) Shri. Sachin Pandurang Kudale, 25) Shri. Vijay Sahadu Kudale, 26) Shri. Balu Sahadu Kudale, 27) Shri. Santosh Krishna @ Prakash Kudale, 28) Shri. Sanjay Omprakash Sasane, 29) Shri. Ajay Omprakash Sasane, 30) Smt. Chandrabhaga Pandurang Kudale, 31) Smt. Indrani Chandrachud, 32) Shri. Ramesh Shripad Nabar, 33) Shri. Sagar Rasik Mutha, 34) Gayatri Deepak Sadavarte, 35) Sou. Poornima Sanjay Sasane, 36) Master Deepak Sanjay Sasane, 37) Smt. Aarti Deepak Sadawarte, 38) Shri. Vilas Kantilal Doshi, 39) Shri. Nandkumar Sitaram Walimbe, 40) Shri. Narayan Ramchandra Bankar, 41) Shri. Mahesh Dadasaheb More, 42) Shri. Shivaji Madhavrao Mankar, 43) M/s. Viva Corporation a registered partnership firm through its partners a) Shri. Vikas Sitaram More and b) Sou. Vibha Vikram Boke, 44) Sonar Shelters Limited through its Authorised Director Shri. Mahabir Prasad Agrawal for itself and as a constituted attorney of 1 to 43 executed separate Power of Attorney dated 27/6/2011 and thereby appointed M/s. Nyati Kohinoor Associates as their constituted attorney, to do various acts, deeds and things mentioned therein in respect of land admeasuring 02 H. 08R out of the said land. The said Power of Attorney is duly registered in the Office of Sub Registrar Haveli No. 19, at Sr. No. 6276/2011 on 28/06/2011.
- 2.22 There is typographical mistake of boundaries and area mentioned in the demarcation map of the Sale Deed dated 28/06/2011 and therefore 1) Smt. Parubai alias Parvatibai Lakshman Tilekar, 2) Shri. Sanjay Lakshman Tilekar, 3) Shri. Santosh Lakshman Tilkekar, 4) Smt. Gulab Ashok Bhujbal, 5) Smt. Sangita Uttam Sinalkar, 6) Smt. Jayshree Balasaheb Lokhande, 7) Poornima Lakshman Tilekar, 8)

Smt. Hausabaii Shripati Kudale, 9) Shri. Balu Shripatii Kudale, 10) Smt. Laxmi Ashok Khadke, 11) Smt. Shaila Prakash Jadhav, 12) Smt. Surekha Deepak Yadnik, 13) Smt. Sarojini Gangadhar Makkhi, 14) Shri. Vinayak Gangadhar Makkhi, 15) Smt. Shraddha Vinayak Makkhi, 16) Shri. Pundlik Ramchandra Makkhi, 17) Smt. Vijaya Pundlik Makkhi, 18) Shri. Yogesh Pundlik Makkhi, 19) Shri. Vivek Pundlik Makkhi, 20) Shri. Chandrashekar Prabhakar Rairikar (Joshi), 21) Shri. Sanjay Gajanan Phatak, 22) Shri. Sahadu Khandu Mali (Kudale), 23) Shri. Pandurang Sahadu Kudale, 24) Shri. Sachin Pandurang Kudale, 25) Shri. Vijay Sahadu Kudale, 26) Shri. Balu Sahadu Kudale, 27) Shri. Santosh Krishna @ Prakash Kudale, 28) Shri. Sanjay Omprakash Sasane, 29) Shri. Ajay Omprakash Sasane, 30) Smt. Chandrabhaga Pandurang Kudale, 31) Smt. Indrani Chandrachud, 32) Shri. Ramesh Shripad Nabar, 33) Shri. Sagar Rasik Mutha, 34) Gayatri Deepak Sadavarte, 35) Sanjay Omprakash Sasane, 36) Sou. Poornima Sanjay Sasane, 37) Master Deepak Sanjay Sasane, through his natural guardian Shri. Sanjay Omprakash Sasane, 38) Smt. Aarti Deepak Sadavarte, 39) Shri. Vilas Kantilal Doshi, 40) Shri. Nandkumar Sitaram Walimbe, 41) Shri. Narayan Ramchandra Bankar, 42) Shri. Mahesh Dadasaheb More, 43) Shri. Shivaji Madhavrao Mankar, 44) M/s. Viva Corporation a registered partnership firm through its partners a) Shri. Vikas Sitaram More and b) Sou. Vibha Vikram Boke, and 45) Sonar Shelters Limited through its Authorised Director Shri. Mahabir Prasad Agrawalla and 46) M/s. Nyati Kohinoor Associates through its partner Mr. Vineet Krishnakumar Goyal and Mr. Nitin Dwarkadas Nyati for itself and as a constituted attorney of all No. 1 to 45 executed Deed of Correction dated 28/2/2013 and thereby corrected and rectified typographical mistake of boundaries and area mentioned in the demarcation map of the Sale Deed dated 28/06/2011. The said Correction Deed is duly registered in the Office of Sub Registrar Haveli No. 17, Pune at Sr. No. 2308/2013.

- 2.23 M/s. Nyati Kohinoor Associates through its partner Mr. Vineet Krishnakumar Goyal and Mr. Nitin Dwarkadas Nyati executed one Sale Deed dated 28/02/2013 and thereby sold and conveyed land admeasuring 1 Hectore 02 R. (comprising two blocks one admeasuring 0 H. 74 R. and second 0 H. 28 r. i. e. totally admeasuring 1 H. 02 R.) out of Survey No. 43/12/1/A to **M/S. SAI SAMARTHA PROPERTIES**, a registered Partnership Firm through its Partner Mr. Mahesh Hiranman Barne, Mr. Avinash Lala Barne, Mr. Amol Ganpatrao Shelke and Mr. Nikhil Prakash Nikam, which is hereinafter referred as the "**SAID PROMOTER**" for the sake of convenience only. The said Sale Deeds is duly registered in the Office of Sub Registrar Haveli No. 17, Pune at Sr. No. 2309/2013 on 01/03/2013. Accordingly name of said Promoter firm and names of its partner Mr. Mahesh Hiranman Barne, Mr. Avinash Lala Barne and Mr. Amol Ganpatrao Shelke, Mr. Nikhil Prakash Nikam are duly recorded on 7/12 Extract of the said land vide Mutation Entry No. 4309 as a owner thereof.
- 2.24 In pursuance Sale Deed dated 28/02/2013, M/s. Nyati Kohinoor Associates, through its Partner Mr. Vineet Krishnakumar Goyal, Mr. Nitin Dwarkadas Nyati also executed separate Power of Attorney dated 28/02/2013 and thereby appointed to said Promoter as its constituted attorney, to do various acts, deeds and things mentioned therein in respect of land admeasuring 01 H. 02 R out of the said land. The said Power of Attorney is duly registered in the Office of Sub Registrar Haveli No. 17, at Sr. No. 2310/2013.
- 2.25 M/s. Nyati Kohinoor Associates through its partner Mr. Vineet Krishnakumar Goyal and Mr. Nitin Dwarkadas Nyati executed one Sale Deed dated 3/05/2013 and

thereby sold and conveyed land admeasuring 1 Hector 06 R. out of Survey No. 43/12/1/A to said Promoter. The said Sale Deeds is duly registered in the Office of Sub Registrar Haveli No. 17, Pune at Sr. No. 4385/2013 on 18/05/2013. Accordingly name of said Promoter firm alongwith names of its partner Mr. Mahesh Hiranman Barne, Mr. Avinash Lala Barne and Mr. Amol Ganpatrao Shelke, Mr. Nikhil Prakash Nikam are duly recorded on 7/12 Extract of the said land vide Mutation Entry No. 4310 as a owner thereof.

- 2.26 In pursuance Sale Deed dated 3/05/2013, M/s. Nyati Kohinoor Associates, through its Partner Mr. Vineet Krushnakumar Goyal, Mr. Nitin Dwarkadas Nyati also executed separate Power of Attorney dated 3/05/2013 and thereby appointed said Promoter as its constituted attorney, to do various acts, deeds and things mentioned therein in respect of land admeasuring 01 H. 06 R out of the said land. The said Power of Attorney is duly registered in the Office of Sub Registrar Haveli No. 17, at Sr. No. 4386/2013.
- 2.27 Demarcation Map of the land admeasuring 1 H. 06 R., is not annexed to the Sale Deed dated 3/05/2013 and Power of Attorney dated 3/05/2013 through oversight and therefore M/s. Nyati Kohinoor Associates and said Promoter executed Deed of Correction dated 7/08/2014 and thereby corrected and rectified said mistake and annexed the Demarcation Map of the land admeasuring 1 H. 06 R., to the Sale Deed dated 3/05/2013 and Power of Attorney dated 3/05/2013. The said Correction Deed is duly registered in the Office of Sub Registrar Haveli No. 16, at Sr. No. 5272/2014.
- 2.28 There is technical mistake in of the 7/12 extract, name of Sanjay Omprakash Sasane and Ajay Omprakash Sasane sold their entire area out of the land bearing Survey no. 43/12/1/A and name of purchasers of land of Sanjay Omprakash Sasane and Ajay Omprakash Sasane are recorded on 7/12 extract and name of Sanjay Omprakash Sasane and Ajay Omprakash Sasane were not deleted from the 7/12 extract of the said land bearing Survey No. 43/12/1/A and therefore the said Promoter has made Application dated 13/01/2014 to Tahasildar for deletion of name of Sanjay Omprakash Sasane and Ajay Omprakash Sasane as they sold their entire land out of the land bearing Survey No. 43/12/1/A. According to the said application, Tahasildar, Mulshi has passed an Order dated 25/07/2014 bearing No. HANO/SR/155/118/2014, Paud and according to the said Order Mutation Entry No. 4555 is certified to that effect and name of Sanjay Omprakash Sasane and Ajay Omprakash Sasane are deleted from the 7/12 extract of the said land bearing Survey No. 43/12/1/A. Moreover the said Promoter also made Second Application dated 01/07/2014 for correction of 7/12 extracts and area before the owner upon the said 7/12 extract as it wrongly mentioned and as relief claims therein. The Tahsildar on said application has passed an order dated 4/11/2014 bearing No. Hano/Kavi/176/2014 and thereby directed for rectification and correction of the handwriting mistake of the area before each co-owner on the 7/12 extract of the land bearing S. No. 43/12/1A. Accordingly, Mutation Entry No. 4639 is certified to that effect and thereby rectified and corrected the area before each co-owner as per their holding on the 7/12 extract of the land bearing S. No. 43/12/1A.
- 2.29 In pursuance of the sanctions Layout and Non Agricultural Permission dated 02/04/2014, bearing No. PMA/NA/SR/658/2013 the said Promoter has applied to

the Revenue Officer for obtaining separate 7/12 extract as per NA order. Accordingly Revenue Officer has prepared the Kami Jasta Patrak (Kajap) bearing No. Bhuma/Punawale kajapa/s.n.43/12/2014, dated 03/12/2014 and thereby initially area admeasuring 00 H. 74 R. is deducted from the land bearing Survey No. 43/12/1A and amalgamated with land admeasuring 00 H. 06.5 R bearing Survey No. 43/17/2 and also closed the said 7/12 of Survey No. 43/17/2 and thereafter land admeasuring 00 H. 80.5 R under said sanctioned layout is divided into four part and accordingly Revenue Officer prepared separate 7/12 and given new Survey Number, as land under the DP road admeasuring. 1270.53 sq. mtrs (subject matter of the 18 mtrs D.P. Road) is given new Survey Number as Survey No. 43/12/B/1, land under the NDZ admeasuring. 20.74 sq. mtrs is given new Survey Number as Survey No. 43/12/B/2, land under non-agricultural use available for development of the buildings admeasuring. 5975.07 sq. mtrs is given new Survey Number as Survey No. 43/12/B/3 and land under the open space admeasuring. 783.66 sq. mtrs is given new Survey Number as Survey No. 43/12/B/4. Accordingly Mutation Entry No. 4667 is certified to that effect.

- 2.30 In pursuance of the Sanction Layout and Non Agricultural Permission dated 19/12/2014, bearing No. PMA/NA/SR/402/2014, the said Promoter again has applied to the Revenue Officer for obtaining separate 7/12 extract as per Sanction Layout and Non Agricultural Permission dated 19/12/2014. Accordingly Revenue Officer has prepared the Kami Jasta Patrak (Kajap) bearing No. Bhuma/Punawale kajapa/s.n. 43/12/2014, dated 03/03/2015 and thereby area admeasuring 00 H. 72.4476 R. is deducted from the land bearing Survey No. 43/12/1A and thereafter land admeasuring 00 H. 72.4476 R. as per Sanction Layout and Non Agricultural Permission dated 19/12/2014, is divided into three parts and accordingly as per order dated 10/3/2015 of Tahsildar bearing Hano/Kavi/433/15 dated 10/03/2015, as land under the DP road admeasuring 1431.69 sq. mtrs is given new Survey Number as Survey No. 43/12/B/5, land under the open space admeasuring. 582.01 sq. mtrs is given new Survey Number as Survey No. 43/12/B/6 and land under non-agricultural use available for development of the buildings admeasuring. 5231.06 sq. mtrs is given new Survey Number as Survey No. 43/12/B/7. Accordingly Mutation Entry No. 4687 is certified to that effect.
- 2.31 The land admeasuring 2193.50 sq. mtrs. out of the land admeasuring 01 H. 06 R. out of Survey No. 43/12/1A, was subject matter of the reservation for proposed 18 mtr wide D.P. Road as mentioned hereinabove. The said Promoter handed over possession of the land admeasuring 2193.50 Sq.Mtrs. to the Pimpri Chinchwad Municipal Corporation and accordingly the said Promoter executed Possession Receipt dated 03/07/2014 in favour of Pimpri Chinchwad Municipal Corporation. The said Possession Receipt is duly registered in the Office of Sub Registrar Haveli No. 18, Pune at Sr. No. 4560/2014. According to the said Possession Receipt, name of Pimpri Chinchwad Municipal Corporation is duly recorded on the 7/12 extract of the land bearing Survey No. 43/12/1A vide Mutation Entry No. 4557.
- 2.32 The said promoter has purchased the TDR admeasuring 814.63 Sq. mtrs. from M/s. S. Samarth Landmark by Agreement dated 12/02/2015 and has purchased the TDR admeasuring 350 Sq. mtrs. from Sohanlal Shankarlal Vishnoi with the consent of M/s. Siddhi Construction by Agreement dated 09/06/2015. The said Agreements are duly registered in the Office of Sub Registrar Haveli No. 24 & 5, Pune at Sr. No. 1317/2015 and 5113/2015 respectively.

3. The said Promoter by Sale Deed dated 03/05/2013, is entitled to develop land admeasuring 00 H 58.1307 R. i. e. 5813.07 Sq. Mtrs, out of the land 01 H 06 R. out of the land bearing Survey No. 43/12/1A, which is more particularly described in the Schedule-I written hereinunder and hereinafter referred as "**SAID PROJECT LAND**" for sake of convenience only.

4. There is no covenants, impediements, tenants and illegal encroachment on the project land, which affect the title of the project land. Moreover the said project land is freehold land and therefore no prior permission is required for sale of the said project land

5. Mortgagae –

5.1 The said promoter was availed Term Loan Facility of not exceeding Rs. 10,00,00,000/- (Rupees in words Ten Crore only) from Religare Finvest Limited and accordingly said promoter executed executed separate Deed of Mortgage dated 6/05/2015 and thereby mortgaged the said project land with Religare Finvest Limited for Rs. 10,00,00,000/- (Rupees in words Ten Crore only). The said Mortgage Deed was duly registered in office of Sub Registrar Haveli No. 18, Pune at Sr. No. 3442/2015. The said Promoter has repaid the entire loan amount of the above mentioned Mortgage Deeds to Religare Finvest Limited and accordingly the Religare Finvest Limited executed Release Deed dated 17/03/2017 and thereby released the all there right, interest and clean accrued by above mentioned the Mortgage Deed in favour of the said promoter. The said Deed of Release is duly registered in the office of Sub Registrar Haveli No. 26, Pune at Sr. No. 2391/2017.

5.2 The said Promoter has also availed Term Loan Facility of not exceeding of Rs. 18,00,00,000/- (Rupees in words Eighteen Crore only) from Tata Capital Housing Finance Ltd. out of which RS. 7,00,00,000/- (Rupees in words Seven Crore only) against the said Project Land and remaining of Rs. 11,00,00,000/- against Shreya project land of the said Promoter and receivables from the said project and Shreya Project i. e. all receivables amount of consideration of sold and unsold units from the respective and intending unit from the said both project by Deed of Mortgage dated 7/03/2017 registered in office of Sub Registrar Haveli No. 17, Pune at Sr. No. 1263/2017 for the development of the said both project. The mortgage amount of the said mortgage deed is due and payable to the Tata Capital Housing Finance Ltd.

6. The Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove. The Promoter is in possession of the said project land.

7. BUILDING PLANS AND PERMISSION ;-

The said promoter decided to carry out construction under name & style as "**SARISHA**" on the said project land and therefore said promoters to carry out the construction of the said scheme on said project land, has engaged M/s. Tech Consulting Engineers, Mumbai, Pune, as a R.C.C. Consultants, M/s. AB Architects, Pune, as Designing Architect & M/s. Unusual Spaces, as a Lisoning Architect -& M/s. Karan Encon Pvt. Ltd., Pune, as a Civil Contractor for carrying out scheme of

construction "SARISHA" on the said project land as per the structural designs and building plans approved by Pimpri Chinchawad Municipal Corporation (PCMC). The said Promoter has entered into separate agreements with them to that respect. Similarly, the said Promoter has engaged various agencies for providing various services such as excavation, electricity and water supply, plumbing, drainage, gardening etc. required for smooth, effective and timely completion of said "SARISHA" project.

- 7.1 The said Promoter has accepted the professional supervision of the said Architect, Designer / RCC Consultant, Structural Engineers, and other service provider till the completion of the said buildings. However, the said Promoter herein reserves right to change or replace any of them before the completion of the project for the sake of effective and timely completion of the said project. The said promoter proposed to carry out scheme of construction upon the said project Land of total 2 buildings bearing No. C + D, & D1 (which are hereinafter referred as the "**SAID BUIDINGS**" for the sake of convenience only), the details of said buildings as under :-

SR. NO.	BUILDING/ WING NUMBER	PARTICULER OF FLOORS
1	"C"	Ground floor Level including Commercial Units and Parking Area + Upper Level Parking floor Area (Podium) + 10 upper Residential Floors
2	"D"	Ground floor Level including Commercial Units and Parking Area + Upper Level Parking floor Area (Podium) + 10 upper Residential Floors
3	"D1"	Ground Floor Level including Commercial Units and Parking Area + 4 Upper Commercial Floors.

- 7.2 The said promoter decided to complete the said construction of said buildings by using, utilizing and consuming the Floor Area Ratio/Floor Space Index ("FAR/FSI") originating from the physical area of the said project land as shown in the sanctioned building plan referred herein under and by obtaining/availing permissible "TDR" (Transferable Development Rights), Mhada T.D.R./FSI, Paid FSI, or any other FSI or TDR from market or Competent Government Authority including PCMC and to the extent permissible under the Development Control Regulations, ("DC REGULATIONS), framed under the Maharashtra Regional and Town Planning Act,1966, and/or MHADA Rehabilitation TDR and/or under any such concerned statute or rules, and subject to time to time approval by PCMC thereby exploiting full development rights of the project land, the said promoter by using, utilizing the same, will carry out constructions of the said buildings and will construct the said buildings in two phase, consisting of various Apartment and other tenements on Ownership basis.
- 7.3 The said promoter prepared building plan of the said building to be constructed on the said Project Land and same is also revised from time to time by the said Promoter and accordingly obtained sanction said Plans and to the revised

building plans as mentioned herein under and accordingly also obtain revised Non-Agricultural Permission from Collector Pune and PCMC as follows:

- I. Commencement Certificate bearing No. B.P./Punawale/21/2014, dated 15/09/2014,
- II. Revised Commencement Certificate bearing No. BP/PUNAWALE/35/2014, dated 12/02/2014,
- III. Revised Commencement Certificate bearing No. BP/Punawale/17/2015, dated 01/08/2015,
- IV. Revised Commencement Certificate bearing No. BP/Punawale/46/2016, dated 26/10/2016,
- V. Non-Agricultural Permission dated 19/12/2014, bearing No. PMA/NA/SR/402/2014

7.4 As per the above mentioned building plan and permissions, the said promoter has obtained sanction to abovementioned buildings and the said Promoter will complete the construction of the said buildings in two phase i.e. the construction of the building/wing No. "C" + "D" will complete in first phase till Ground floor Level including Commercial Units and Parking Area + Upper Level Parking floor Area (Podium) + 10 upper Residential Floors, and construction of the building No. "D1" will complete in second phase till Ground Floor Level including Commercial Units and Parking Area + 4 Upper Commercial Floors. The said Promoter will complete the development of the said project on the said project land under the name and style as **"SARISHA"**.

7.5 The said Promoter on observing and performing terms and conditions laid down by PCMC in the above mentioned commencement certificates, commenced the construction work of building bearing No. "C" + "D" upon the project land and announced the scheme of construction of a project called as **"SARISHA"** consisting residential and commercial Units (herein after referred to as the said "Project") and construction of the building No. "D1" will be started after obtaining TDR from Market.

8. The said Promoter on observing and performing terms and conditions laid down by PCMC in the above mentioned commencement certificate, commenced the construction of building No. "C" & "D" on the project land and announced the scheme of construction of a project called as **"SARISHA"** consisting residential and commercial Units.

9. The Allottee is offered an Residential unit bearing Apartment/Flat No. ----- on the ----- Floor, (herein after referred to as the said "Apartment") in the ----- Building/Wing called ----- (herein after referred to as the said "Building") being constructed in the said project, by the Promoter;

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

11. 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.

12. By virtue of the abovementioned Sale Deed, Development Agreements & Power of Attornies, the Promoter has sole and exclusive right to sell the said apartment in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;
13. On demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's and collected all that information's in respect to the said project, which Allottee/s found necessary before purchasing the Apartment in the said project and of such other documents as are specified under the provisions of the Real Estate (Regulation and Development) Act,2016 ("**RERA**" hereinafter) r/w the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 as also the Maharashtra Ownership Flats Act,1963 ("**MOFA**") r/w the Rules framed thereunder.
14. The Promoter herein has requested to the allottee to carry out independent Search by appointing his/her/their own Advocate and to asks any queries, he/ she/ they had regarding the marketable title and rights and authorities of the said Promoter and said owners herein in respect of the said project land. The Allottee has further visited the online site of the Real Estate Regulatory Authority and has apprised himself /herself/themselves about the details of the said project as disclosed and declared by the Promoter therein. The Allottee has / have satisfied himself / herself / themselves in respect of the marketable title of the Promoter in respect of the said land and also have verified the correctness and lawfulness of all the other documents produced for their inspection by the Promoter and thereafter have agreed to purchase the said Apartment. The Allottee has read and understood all the terms and conditions of the deeds and documents concerning the title of the said land so also the Allottee has read and understood all the contents of the indemnity bonds/Undertakings, etc. given by the Promoter to the Hon'ble Collector, PCMC or any other authority and terms and conditions mentioned in Commencement certificate, NA Order and also the allottee has read and understood the terms and conditions thereof. The Allottee is aware of the fact that the present scheme is two phase and phase wise development of the said project and the all the phases after they are fully developed shall form one housing scheme. The Allottee is also aware that the Promoter has entered or will enter into similar and/or different and/or separate Agreements with several other intending allottees and/or Allottees, persons and parties in respect of other apartments in the said building/project.
15. The Apartment Allottee/s on having complete satisfaction about the said project and marketable title of the said Promoter, said owners and further rights and authorities of the Promoter in respect to the said project land, has expressed his/her/their desire to acquire a apartment in the said project and the Promoter has explained to him/her/them their offer to sell premises hereinafter mentioned subject to his/her/their acceptance of the threshold of the conditions set out

herein and the allottee accepted and approved of the said conditions on which alone, the Promoter have also agreed to sell the said apartment to him/her/them, the acceptance by allottee of aforesaid conditions are irrevocable and constitutes the basis of this agreement on the part of the Promoter to sell the said apartment to him/her/them.

16. 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 are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.
17. The authenticated copies of the plans of the Layout as approved by the PCMC have been annexed hereto and marked as **Annexure C1**.
18. The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2**.
19. The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the PCMC have been annexed and marked as **Annexure D**.
20. The Promoter has got some of the approvals from the PCMC, to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from PCMC from time to time, so as to obtain Building Completion Certificate of the said Building.
21. While sanctioning the said plans PCMC 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 certificate in respect of the said building/s shall be granted by the PCMC.
22. The Promoter has accordingly commenced construction of the building C + D in accordance with the said sanctioned building plan as mentioned hereabove and will commenced construction of the building D1 after obtaining purchasing TDR from market and thereafter obtaining revised of sanction to the above mentioned sanctioned layout and building plan from PCMC.
23. The Allottee has applied to the Promoter for allotment of an Apartment/Flat No. -- ----- on ----- Floor in the building/wing No. ----- being constructed in the said Project,
24. The carpet area of the said Apartment/flat is ----- Sq. Mtrs. and "Carpet Area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

25. 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;
26. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. -----/- (Rupees in words -----) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
27. The registration of the said Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority will be completed within the time prescribed by law.
28. Under section 4 of MOFA r/w section 19 of RERA, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
29. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered parking.

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

1. The Promoter shall construct two buildings bearing No. C + D & D1 (which are hereinafter referred as the "**SAID BUILDINGS**" for the sake of convenience only), in two phases, on the project land in accordance with the plans, designs and specifications as approved by the PCMC from time to time.
Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications, which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law and also except such plans (For proposed construction of building No. "D1"), which have been disclosed to the allottee viz. plans incorporating the paid FSI / TDR which are permissible as per prevalent DC Rules in respect of Buildings.
- 1(a) (i)** The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment/Flat No. -----
- of the type of residential unit of carpet area measuring ----- Sq. Mtrs. on ----- Floor in the building/wing No. ----- (hereinafter referred to as "the Apartment"), the detail description of the said Apartment is more particularly given in the **SCHEDULE-A**, hereunder written and as shown in the Floor plan thereof hereto annexed and marked **SCHEDULE-B** for the consideration of Rs. -----/- (In word Rs. -----

-----) including Rs. -----/- (In word Rs. -----) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered **Parking** spaces bearing Nos. ----- situated at ground and/or podium being constructed in the layout for the consideration of Rs. -----/-. And the Open Parking space will be allocated by the Society.

1(b) The total aggregate consideration amount for the apartment including covered Parking spaces is thus Rs. -----/- The Promoter and the Allottee agree not to question or challenge the said consideration, the same having been settled on lump sum basis after considering all aspects and other terms of the agreement.

1(c) (i) The Allottee has paid before the execution of this agreement of amount of the total consideration i. e. a sum of Rs. -----/- (Rupees in words ----- only) as advance payment by Cash/Cheque/D.D. bearing No. _____ dated _____ drawn on _____ Bank Ltd. _____ Branch, Pune to the Promoter, the payment and receipt whereof the Promoter both hereby admit and acknowledge and hereby agrees to pay to the Promoter the balance amount of the total consideration i. e. a sum of Rs. -----/- (Rupees in words ----- only) in the following manner :-

Total slab	Sub - slab	Payment slab in percentage of total amount of Consideration	Amount Rs. Paise	Particulars of received and due amounts
I.		10%	_____/-	At the time of Booking of the said Apartment
II.		20%	----- /-	to be paid on / after the execution of present Agreement
III.		15%	----- /-	to be paid on completion of the Plinth of the building
IV.	a	4%	----- /-	to be paid on completion of the First Slab of the building
	b	4%	----- /-	to be paid on completion of the Third Slab of the building
	c	4%	----- /-	to be paid on completion of the Fifth Slab of the building
	d	4%	----- /-	to be paid on completion of the Seventh Slab of the building
	e	3%	----- /-	to be paid on completion of the Ninth Slab of the building
	f	3%	----- /-	to be paid on completion of the Eleventh Slab of the building

	g	3%	----- /-	to be paid on completion of the Twelfth Slab of the building
V.		5%	----- /-	to be paid on completion of the Brick work of the said Apartment
VI.		5%	----- /-	to be paid on completion of the internal plaster of the said Apartment
VII.		5%	----- /-	to be paid on completion of the External plaster of the said Building.
VIII.		5%	----- /-	to be paid on Tiles and window fittings of the said Apartment
IX.		5%	----- /-	to be paid on completion of Lifts, Water Pumps and electrical fittings.
X.		5%	----- /-	to be paid against and at the time of handing over of the possession of the Apartment
Total			Total Rs----- ----/-	In ward -----

(ii) The Allottee/s shall pay aforesaid consideration of **Rs.....(Rupees)** to the Promoter herein on due date or within 8 days from the Allottee/s receiving a written intimation from the Promoter calling upon Allottee/s to make payment. Payment in time is essence of this agreement. The Promoter herein informed to the Allottee that aforesaid payment has to be made by the Allottee by cheques/demand drafts issued/drawn in the name of **SAI SAMARTHA PROPERTIES.**

(iii) Any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under the law for the time being in force while making any payment to the Promoters under this Agreement shall be deemed to have been paid by the Allottee/s and received by the Promoter and acknowledged / credited by the Promoter, only upon Allottee/s submitting original tax deducted at source certificate and the amount mentioned in the certificates matching with Income Tax Department site. Such certificate and/or challan shall be given by the Allottee immediately after making payment to concerned authority and in any event before delivery of possession of the said apartment. Non compliance of the terms of this clause shall be treated as non-payment or default on the part of the Allottee and Promoter at its discretion shall be entitled to exercise its rights accordingly including charging of interest as charged by Income Tax Dept., termination, etc. The Promoter, at its discretion and without prejudice to its other rights, shall be entitled to withhold delivery of possession of the Apartment until Allottee complies the above. Without prejudice to its other rights and at its discretion / option, before handing over the possession of the apartment, if any such certificate/challan is not produced, the Allottee shall, on demand made by the Promoter, pay equivalent amount as interest free deposit with the Promoter, which deposit shall refunded by the Promoter on the Allottee

producing such certificate/challan within 4 months of the possession. Provided further that in case the Allottee/s fails to produce such certificate within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Allottee/s.

- (iv) The Promoter herein has specifically informed to the Apartment Allottee/s and Apartment Allottee/s herein is/are well aware that, the agreed consideration, payment terms/schedule and upgraded specifications to be provided within the Apartment is final outcome of negotiations between the Promoter and the individual Apartment Allottee/s. Hence, prize of each Apartment and its payment schedule may vary Apartment to Apartment depending upon the Apartment size, location, floor and amenities/specification to be provided therein as per the demand of such Apartment Allottee/s. The Apartment Allottee/s herein therefore shall not raise any dispute in respect to such variations if notice in future. However, the Promoter herein is liable to provide all those specification agreed as per **ANNEXURE - V** with this present.

1(d) The Total Price above excludes Taxes up to the date of handing over the possession of the Apartment and also excludes stamp duty, registration fees in respect of this agreement, .

- (i) The Apartment Allottee/s shall bear and pay and shall be liable always to bear and pay all such amount levied as Property tax/ cess/ charges/ duties/Service Tax/VAT/GST penalties, on the said apartment and on the said building proportionately or the fixtures and fittings therein, by the PCMC or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate or grant of possession of the said apartment whichever, is earlier.
- (ii) If at any time, after execution of this agreement, any tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover Tax/ works contract tax/ service tax/VAT/GST penalties etc., by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the PCMC or by any revenue or other authority, in respect of the project land or the said apartment or the said agreement or the transaction herein, shall exclusively be borne and paid by the Allottee. The Apartment Allottee/s hereby, indemnifies the Promoter from all such levies, cost and consequences. If called upon the Apartment Allottee/s shall keep deposited such amount of taxes as referred above before taking possession.
- (iii) All expenses by whatever name called and stamp duty, registration fees in respect of this agreement, conveyance, any other document required to be executed in respect of and relating to the said apartment and/or the transaction under this agreement shall entirely be borne and paid by the Apartment Allottee/s.

(iv) The Apartment Allottee/s herein shall bear and pay stamp duty and registration fees and all other incident charges etc., in respect of this agreement and all other agreements, deed of apartment or any final conveyance deed which is to be executed by the Promoter /Owner in favour of the Apartment Allottee/s. The Apartment Allottee/s further undertakes to pay any additional difference in stamp duty, registration fees, LBT or any other taxes that may arise due to change in government rules till final conveyance deed is executed and regarding the same.

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

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ 8% per annum 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 an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the PCMC, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 (a) of this Agreement.

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

2. OBSERVATION :-

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 PCMC at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from PCMC, completion certificates in respect of the Apartment.

- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the completion certificate. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan").
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 8048.47 square meters only and Promoter has planned to utilize Floor Space Index of 8541.90 square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4. **TERMINATION**

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by PCMC and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then

at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter as mentioned hereinunder) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter, subject to that allottee shall execute registered Deed of Cancellation of present Agreement in favour of promoter.

- 4.3 In case of termination of the said agreement by the Promoter, as mentioned above :-
- 4.3.1 The Promoter shall be entitled to deal with and/or dispose of the said apartment by sale or otherwise and The Apartment Allottee shall not be entitled to any refund of the amount till then paid to the promoter, subject to that allottee shall execute registered Deed of Cancellation of present Agreement in favour of promoter.
- 4.3.2 On termination of this agreement, the Apartment Allottee shall be entitled only to refund of the amount so far till then paid by the Allottee to the Promoter under this instrument after deducting Rs. 50,000/- (Rs. Fifty Thousand Only) there from, towards administrative expenses and other expenses etc. The Promoter shall make such refund of the balance amount to the Apartment Allottee.
- 4.3.3 The Allottee is aware that depending upon various promises and assurances given by the Allottee, the Promoter has incurred and shall incur the expenditure and will make commitments to third parties and therefore in the event of cancellation of the Agreement by the Allottee for any reason whatsoever, the Promoter in addition and without prejudice to other remedies and rights and towards reimbursement and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this Agreement being terminated by the Allottee for any reason whatsoever, the Promoter shall be entitled to retain, withhold and forfeit a minimum amount of Rs. 1,00,000/- (Rs. one Lac only) from and out of the amount so far then paid by the Allottee to the Promoter.
- 4.3.5 Without prejudice to anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against the Apartment Allottee on facts and in law, on and/or as a result of such termination shall however, be adversely affected or prejudiced.
5. The promoter agree to provide fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or price range in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee on or before day of **26th September 2018** If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of

his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- i) war, civil commotion or act of God;
- ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- iii) the Allottee has committed any default in payment of installment as mentioned in Clause No. 1(c) (without prejudice to the right of the Promoter to terminate this agreement under Clause 4.2 mentioned herein above),
- iv) Due to any procedural delay in obtaining occupancy certificate after applying for the same to Local Planning Authority after obtaining completion certificate from Architect.
- v) Non-availability or shortage of steel, cement, other building material water, electric supply; shortage of workers.
- vi) Or any other reason or cause which is beyond the control of Promoters.

7. Procedure for taking possession:

7.1 The Promoter, upon obtaining the completion certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the completion certificate of the Project.

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

7.3 **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or

any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of parking vehicle.
9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society/s or Association/s or a Limited Company/s 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/s or Association/s or Limited Company/s and for becoming a member, including the bye- laws of the proposed Society/s and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
 - 9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Original Owner/Promoter and/or the owners in the said structure of the Building in which the said Apartment is situated.
 - 9.2 The Promoter shall, within three months of registration of the Federation/ apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Original Owner/Promoter and/or the owners in the project land on which the building with multiple buildings are constructed.
 - 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the PCMC and/ or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of **Rs. 5/- Per Sq.ft.** per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry

any interest and remain with the Promoter until a conveyance of the structure of the building is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed for the structure of the building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

9.3.1 The maintenance amount shall be maintained by the Promoter in a separate account and shall be used and utilised by the Promoter only for common maintenance of the said project. The Promoter shall cause maintenance of the project till handing over responsibility of the same to the Co-operative Society/s.

9.3.2 The Allottee has understood the entire scheme of maintenance in detail. The Allottee admits and agrees to the same, so that the maintenance of the entire complex is not hampered in any way due to lack of or non payment by the Allottees.

9.3.3 It is also clearly understood that this shall not preclude such society or the Promoter, from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottees, provided the decision to that effect is duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Allottee/s.

9.3.4 Such society or the Promoter shall be entitled to claim interest, on the arrears of such charges from the defaulting Allottees, without prejudice to the other rights and powers of the organization.

9.3.5 Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or society of Allottees after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Allottee shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or society and/or federal society, as the case may be.

9.3.6 The entire operations and maintenance of the buildings and or the common amenities is being carried out either by the Promoter or the society, on behalf of the Allottee and for the benefit of the residential community as a whole. Under no circumstances and no grounds the Allottee shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of this agreement, entitling the Promoter to terminate this agreement, without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with interest at the rate of 2% per month. Outstanding amount shall remain as a charge on the said Apartment.

9.3.7 The Allottee hereby agrees and confirms that the Promoter shall be availing water supply for the buildings on the said Project land/ said project from the PCMC. However, in the event that any water is required to be purchased from private sources, the Allottee herein shall be liable to contribute expenses thereof at actual in proportion as may be required.

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

(i) Rs. 50,000/- SHINKING FUND of the Society

(ii) Rs. 20,000/- for formation and registration of the Society or Limited Company/Federation/Apex body.

11. The Allottee shall pay to the Promoter a sum of Rs. 9,000/- for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

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

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- i) The Promoter has clear and marketable title with respect to the project land: as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal, possession of the project land for the implementation of the Project;
- ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law.

Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building 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 and common areas;

- vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Apartment, which will, in any manner, affect the rights of Allottee under this Agreement;
- viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix) At the time of execution of the conveyance deed of the structure to the association of allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common are as of the Structure to the Association of the Allottees;
- x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said project land) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

- i. To maintain the Apartment at the Allottee's own cost in good and tenatable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated

or storing of which goods is objected to by the concerned local or Other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the PCMC or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the PCMC and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the PCMC or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the PCMC and/ or Government and/or other public authority, on account of change of user

of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the PCMC and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation/s regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society/s, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- xiii. The Promoter has given inspection to the Allottee of all the documents of title relating to the project land and full disclosure of the plans, designs and specifications prepared by the Promoter and accordingly, the allottee has carried out independent Search by appointing his/her/their own Advocate and the Allottee/s on having complete satisfaction about the said project and marketable title of the said owners and further rights and authorities of the Promoter in respect to the said project land, has enter in this agreement and same is constitutes the basis of this agreement.
- xiv. The Allottee/s herein admits and agreed to always admit that the Promoter is always ready and willing on all payment payable by the Allottee/s under this agreement to the Promoter to execute the conveyance in respect of the said Apartment on completion of construction thereof to grant possession of such Apartment. The grant of completion/occupation certificate by the PCMC, in respect of the said

Apartment shall be conclusive proof as to completion of construction of the said Apartment.

- xv. The Allottee/s is/are hereby prohibited from raising any objection in the matter of sale of Apartments and allotment of exclusive right to use terrace/s, car parking/s, garden space/s, space/s for advertisement installation or any others space/s whether constructed or not 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 PCMC in the concerned locality. For the aforesaid purpose the Allottee/s is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.
- xvi. 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.
- xvii. In the event of the any ultimate organization of Apartment Allottees being formed and registered before the sale and disposal of all the Apartment in the building, all the power, authorities and rights of the Apartment Allottee/s herein shall be always subject to the Promoter over all right to dispose of unsold Apartments and allotment of exclusive rights to use unelected Parking Spaces Terrace/s, Space/s for garden purpose, Space/s for advertisement, installation communication towers etc., and all other rights thereto. The Allottee/s or any other Apartment holder in the building or Ad-hoc Committee or Association of Apartment or Society or Company as the case may be shall have no right to demand any amount from the Promoter herein in respect of the unsold Apartments/accommodation towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.
- xviii. If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any Apartment, has/have allotted by the Promoter to the Allottee/s of any Apartment in the building such respective buyer and Occupier of the such Apartment shall use the same being open space or terrace etc. and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of Apartment holders in the buildings commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective Apartment buyers or occupiers and recover the cost of removal from such buyer or occupiers of Apartment. In light of this condition, the Allottee/s herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any

premises being allotted as a exclusive right to use the terrace, open space, parking space etc., along with the said Apartment, if any.

- xix. After the possession of the premises/building is handed over or after getting the completion certificate of the building by PCMC if any work thereafter is required to be carried out by the Government or Municipality or any statutory authority, the same shall be carried out by the Allottee in co-operation with the Allottees of the other Apartments in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.
- xx. If any amount dues and payable by the Allottee remains unpaid then the Promoter at his discretion and without prejudice to his other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Allottee or from any amount payable to the Allottee and adjust the account accordingly and in case still there are dues from Allottee make demand accordingly.
- xxi. The Allottee hereby irrevocably authorizes the Promoter to represent him before the concerned authorities in all matters regarding the Property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Allottee. The Promoter may till the execution of the final conveyance represent the Allottee to do all the necessary things/acts in all the departments of the PCMC., Collectorate, Road, Water, Building Tax assessment, Govt. and Semi-Govt. departments etc. and the same shall stand ratified and confirmed by the Allottee herein.
- xxii. It is specifically agreed between the parties that even when the Association/ Society of all the Apartment holders is formed and registered and conveyance completed the Promoter shall and will not be liable or required to pay any transfer fee, entrance fee, or any fee or charges under any head and also shall and will not be liable or require to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold Apartments.
- xxiii. The Owner / Promoter shall be entitled to allot by way of lease or license any portion of the said Property to any Government / Semi Government / PCMC / MSECDL or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V. etc. The Allottee shall not be entitled to raise any objection or grievance about the same.
- xxiv. The Allottee herein declares that in "SARISHA" project, the Promoter herein are providing amenities/ material/ plant and equipment in common facilities like club house. and which has to be operated/ used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of the apartments to buyers of the tenements, the Society shall set it's own norms for use of common amenities in order to avoid due to misuse,

injuries and casualties/ calamities and any damages of whatsoever nature caused to any person or property and for which the Promoter will not be responsible.

- xxv. The Promoter has a right to and shall install at the top of the overhead tank of any building/s or at any other appropriate place, neon sign of the project name "SARISHA" and the electricity required for such neon sign shall be drawn from the common electricity meters or by a separate meter specifically installed for the above neon signboard, at the discretion of the Promoter.
- xxvi. The Promoter has clearly informed to the allottee that the said Promoter on the open space along with the open space of Shriyans Project, has developed the common amenities, thereon for use and benefit of residential apartment holder out of the said project and residential apartment holder of the Shriyans Project and therefore the residential apartment holder of the said project and residential apartment holder of the Shriyans Project will commonly use the all amenities developed on open space of this project and open space of Shriyans Project and for the same the allottee himself and along with associations / society/s of apartment holder will not take objection for the same and will not create any dispute in future.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.
17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**
- 17.1 The Promoter has availed loan for the project on the said Plot from Tata Capital Housing Finance Ltd. bank and mortgaged the said project land as and towards security for repayment thereof. The Promoter is entitled to enter into this agreement with the Allottee provided all payments under this agreement are paid to the said Separate Project Account/ Loan Project Account.
- 17.2 The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said project land, for which the Promoter shall be entitled to create security either by way of mortgage or otherwise, on the said project land in favour of such bank/s and/or financial institute and/or person for the loan.

17.3 The Allottee hereby accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institute and/or person, and agrees not to raise any obstruction and/or impediment and/or any objection pertaining thereto.

17.4 In the event of the Promoter availing such loan, the Promoter shall be bound to send written intimation about availing of any such loan to the Allottee. However, in no circumstance the rights of the Allottee pertaining to the said Apartment shall be adversely be affected. The Promoter shall keep the Allottee duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses.

18. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly,, the Allottee signs and delivers this Agreement with all the schedules, along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned''to the Allottee without any interest or compensation whatsoever.

19. **ENTIRE AGREEMENT**

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

20. **RIGHT TO AMEND**

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

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

:-

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, 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 Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

24. **FURTHER ASSURANCES**

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

25. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____ Pune.

26. The Allottee 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 will attend such office and admit execution thereof.

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

_____ Name of Allottee

_____ (Allottee's Address)

Notified Email ID: _____

M/s. SAI SAMARTHA PROPERTIES

Sr. No. 43, Punavale, Pune - 411033

Notified Email ID: _____

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

28. **JOINT ALLOTTEES**

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

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

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

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 courts will have the jurisdiction for this Agreement.

32. **DECLARATION BY PARTIES :-**

The Parties hereto have carefully read and got clarified all the doubts whatsoever and understood all the contents of this Agreement along with all the Schedules and Annexures thereof and also got the same understood in their vernacular language and upon full satisfaction of the same the Parties hereto have signed this Agreement in the presence of the witnesses as stated below.

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.

SCHEDULE – I
(DESCRIPTION OF PROJECT LAND)

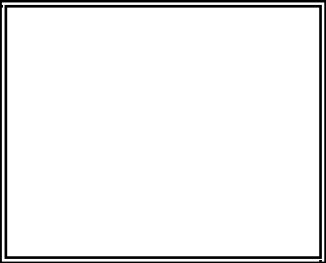
All that piece and parcel of the land admeasuring **00 H 52.3106 R** i.e. 5231.06 sq. mtrs. bearing Survey No. 43/12/B/7 (having part of old Survey No. 43/12/1A), land admeasuring **00 H 5.8201 R** i.e. 582.01 sq. mtrs. bearing Survey No. 43/12/B/6 (having part of old Survey No. 43/12/1A) i.e. totally admeasuring **00 H 58.1307 R, i.e. 5813.07 sq. mtrs.**, situated at **Village Punawale, Tal. Mulshi, Dist. Pune** and also situated at within the jurisdiction of Sub-Registrar Haveli, Pune and also situated within the limits of Pimpri Chinchwad Municipal Corporation, and Boundaries is as under:-

On or towards East	: By Land under DP Road
On or towards South	: By Remaining part of Land bearing S. No. 43,
On or towards West	: By Remaining part of Land bearing S. No. 43/12/1/A,
On or towards North	: By land earmarked for Canal out of Land bearing S. No. 43.

SCHEDULE – II
(Details of the Common Facilities and Restricted Areas and Facilities)

The entire project land, staircases, lifts, staircase and lift lobbies, fire escapes, common entrances, exits of buildings, common basements, top terraces of the buildings, parks, play areas, open parking areas except allotted to individual apartment allottee, common storage spaces, premises for the lodging of persons employed for the management of the project including Security Cabin for watch and ward staffs or for the lodging of community service personnel, Installations of central services such as electricity, gas, water and sanitation, air-conditioning, incinerating, system for water conservation and renewable energy, water tanks, sumps, motors, fans, compressors, Garbage chutes, Solar systems area. S.T.P. area, ducts and all apparatus connected with installations for common use, all community and commercial facilities as provided in the said project, and all other portion of the project necessary or convenient for its maintenance, safety etc. and

All areas, which are not covered under aforesaid head Common Area And Facilities are restricted areas and facilities which include, the marginal open spaces, building top terraces, car-parking within the project land and in the building/s which is/are under construction on the project land is reserved and Promoter shall have exclusive rights to sell or transfer convey the same in part or in full to any buyer of apartment, terrace/s, parking space etc., or to Convert the Restricted Area into Common Area or vice-versa.



IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seals on the day and year first herein above mentioned.

SIGNED AND DELIVERED

By the within named said Promoter
M/S. SAI SAMARTHAA PROPERTIES
Through its Partners

i) MR.

ii) MR.

SIGNED AND DELIVERED

By the within named said Allottee/s

1) MR. _____

2) MR. _____

In presence of

1. Signature : _____

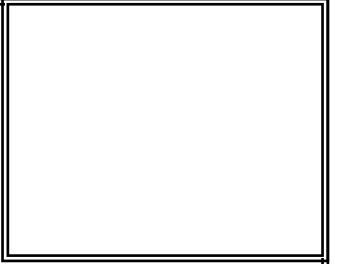
Name : _____

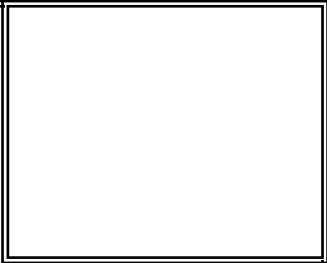
Address : _____

2. Signature : _____

Name : _____

Address : _____





SCHEDULE 'A'

DESCRIPTION OF SAID APARTMENT AND PARKING

Residential apartment/ flat of carpet area admeasuring ----- Sq. Mtrs. alongwith usable floor area of enclosed balcony admeasuring ---- sq.mtrs + usable floor area of attached Balcony admeasuring --- sq.mtrs + attached usable floor area of Terrace admeasuring ---- sq.mtrs,

1. Apartment/flat No. :.....
2. Floor No. :.....
3. Building/wing No. :.....
4. In the project to be known as **"SARISHA"**

And Bounded as under:-

On or towards East :
On or towards South :
On or towards West :
On or towards North :

AND

Along with _____Car Parking space/s admeasuring area about _____sq. mtrs. Bearing No._____situated at Ground Level/Upper Gound Level (Podium)/Near Building.

SCHEDULE 'B'

Floor Plan of The Apartment

ANNEXURE A



TITLE REPORT

Details of the Title Report

ANNEXURE B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/ Promoter to the project land).

ANNEXURE C-I

(Authenticated copies of the plans of the Layout as approved by the PCMC)

ANNEXURE C-2

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

ANNEXURE D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the PCMC)

ANNEXURE - E

SPECIFICATION AND AMENITIES FOR THE APARTMENT

SPECIFICATION :-

- Schindler make Lifts For C + D building/wing
- Earthquake Resistant R.C.C. frame Structure.
- 6" Thick Internal & External Brick walls
- Gypsum Finish with internal Oil Bound Distemper Paint.
- Flooring as Vitrified tiles for all rooms & Designer Tiles for Toilets.
- Kitchen Platform with Black Granite
- Stainless Steel Sink of standered Make
- 2 feet Height Glazed Daddo Tiles over Kitchen Platform.
- Main Door: Designer Prelaminate Flush Door with Name plate.
- Internal doors : Plywood frame with prelaminated flush Door.
- Toilet Doors: Granite Door Frame with prelaminated flush Doors.
- Sanitary Fitting: Standered Make.
- CP Fittings: Standered Make.
- Electrical Concealed copper wiring system.
- TV & Telephone points in Living & Master Bed Room.
- AC Point in Master bedroom.
- Aluminium Powder Coated Sliding windows.
- External Plaster surface painted with Acrylic Emulsion Paint.

AMENITIES :-

- Meditation Area
- Jogging Track
- Senior Citizen Sitout
- Indoor Games
- Children Play Area
- Garbage chute
- Solar Water Heating System provided for Master Bedroom Attached Toilet –
- Party Lawn
- Video Door Phone 4''
- Provision for Intercom Facility
- CCTV Camera In Common Area
- Power Back up lift and common area
- Sewage treatment Plant
- Fire Fighting System

ALLOTMENT LETTER

Date: _____

To
Name: _____
Address: _____

Email: _____
PHONE:- _____
PAN CARD – _____

Sub: Allotment of the Flat No. ____ Building No. ____ of proposed Project known as "SARISHA" being constructed at S.NO 43/12/B6 & S.NO 43/12/B7, PUNAWALE, PUNE.

Dear Sir,

We are pleased to inform you that we have preferential allotted the Flat No. ____ Building No. ____ of proposed Project known as "SARISHA" being constructed at S.NO 43/12/B6 & S.NO 43/12/B7, PUNAWALE, PUNE to you, subjected to acceptance of the terms of this letter by you. The particular of the present transaction are:

Name of Allottee (s) PRIMARY APPLICANT'S FULL NAME	
JOINT APPLICANT'S FULL NAME	
Address of Allottee (s) Address Line 1 Address Line 2 Address Line 3	
Email ID of the Allottee (s)	
Unit No.	
Name of Building	
Floor No.	
Type of Unit	
Carpet Area	____ Sq. Ft. equivalent to ____ sq.mt.
Consideration Value Rs. [Amount]/-	

Payment details -

Sr. No.	NO. PARTICULARS	AMOUNT
1.	Apartment/ Agreement Cost	Rs. _____/-
2.	Stamp Duty	Rs. _____/-
3.	Registration Fee	Rs. _____/-
4.	GST (TO BE PAID BY PURCHASER)	At Actual
	Total	Rs. _____/-

The payment Plan for the above-mentioned charges will as under:

S. No	Amount	Particulars	Date of Completion
1	10%	At the time of Booking of the said Apartment	
2	20%	to be paid on / after the execution of present Agreement	
3	15%	to be paid on completion of the Plinth of the building	
4	4%	to be paid on completion of the First Slab of the building	
5	4%	to be paid on completion of the Third Slab of the building	
6	4%	to be paid on completion of the Fifth Slab of the building	
7	4%	to be paid on completion of the Seventh Slab of the building	
8	3%	to be paid on completion of the Ninth Slab of the building	
9	3%	to be paid on completion of the Eleventh Slab of the building	
10	3%	to be paid on completion of the Twelfth Slab of the building	
11	5%	to be paid on completion of the Brick work of the said Apartment	
12	5%	to be paid on completion of the internal plaster of the said Apartment	
13	5%	to be paid on completion of the External plaster of the said Building.	
14	5%	to be paid on Tiles and window fittings of the said Apartment	
15	5%	to be paid on completion of Lifts, Water Pumps and electrical fittings.	
16	5%	to be paid against and at the time of handing over of the possession of the Apartment	
	100%		

Terms:

1. This allotment is subjected to the execution and registration of the Agreement to Sale within 30 days from the date of this allotment, failing which this allotment shall automatically stand terminated. In the event of termination of this allotment the Promoter shall refund the amount so received as advance / preferential booking amount to the Allottee within 15 working days from the date on which this allotment stands terminated.
2. The Promoter shall be at liberty to allot the said flat to any third party, after the promoter has refunded the advanced amount to the allottee as provided under the above clause.
3. The Allottee will make available all documents, as may be just and necessary for the preparation, before execution and registration of the Agreement to Sale.

- | |
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| |
|--|
4. The Allottee will make himself/herself/themselves available for registration of the documents as and when needed.
 5. All Taxes Cess, GST Charges or levies under any concerned statute shall be borne by the purchaser, over and above price of the apartment.
 6. The purchaser has received the floor plan and specification, of the said flat at the time of booking and has no confusion what so ever and would not change the option confirmed by us on the date of booking.
 7. If the allottee has failed to pay the installment as mentioned above in the payment plan, promoter is liable to charge interest to the allottee equivalent to clause No. 1 (f) of the agreement to sale.

**Thanking you,
For, Sai Samartha Properties**

Authorized signatory

I/ We _____(Name of Alottee/s) are with the all above mentioned terms and conditions, we have read the same carefully and happy to book an apartment in the said project.

Allottee: