

AGREEMENT

THIS AGREEMENT IS MADE AND EXECUTED AT BHOR ON THIS _____th DAY OF JULY IN THE YEAR TWO THOUSAND AND SEVENTEEN.

B E T W E E N

- 1. MR. MANDAR JAYANT DEOGAONKAR**
Age about 41 years, Occupation : Business & Farmer,
PAN: AAXPD 0667 M

- 2. MRS. AMRUTA MANDAR DEOGAONKAR**
Age about 40 years, Occupation : ,Business & Farmer
No. 1 & 2 Residing at : Subhankar Bungalow,
Lane No. 17, Mahatma Society, Kothrud, Pune - 411 029.
PAN: AFSPD 7658 E

- 3. MR. GANESH DNYANOBA JADHAV**
Age about 43 years, Occupation : Business & Farmer,
R/at : Niramay, Flat No.1
Plot No.28, S. No.126/2A/1, CTS No.834/33
Jeewan Chaya Society, Kothrud, Pune - 411 038
PAN: ABAPJ 9124 D

- 4. MR. RAJENDRA DNYANESHWAR AWATE**
Age about 45 years, Occupation : Business & Farmer,
R/at : Flat No.904, Tulip Residency, Sinhgad Road,
Pune - 411 030.
PAN: ACQPA 1473 R

Hereinafter called and referred to as “**OWNERS NO. 1A/ FIRST PARTY**” (which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include they themselves, their respective heirs, legal representatives, executors, administers and assigns) ...**OF THE ONE PART.**

AND

SYNERGY PROPERTIES a partnership registered under the partnership act 1932 and having its registered office at 803 & 804, 8th Floor, Sidhharth Tower – 1, Near Karishma Society, Sangam Press Road, Kothrud, Pune – 411 029, PAN No. **ABRFS2254G.** Through its authorized partners:-

Agreement as per Rera

1. MR. MANDAR JAYANT DEOGAONKAR

2. MR. RAJENDRA DNYANESHWAR AWATE

Hereinafter called and referred to as “**OWNERS NO. 1B/ FIRST PARTY**” (which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include they themselves, their respective heirs, legal representatives, executors, administrators and assigns) ...**OF THE ONE PART.**

AND

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

...OF THE SECOND PART.

The project is developed by the Party of the First Part in respect of the following properties and history of the said properties as follows :-

WHEREAS the Owners herein have acquired all that piece and parcel of land admeasuring 5 H. 38 Ares out of the land totally admeasuring 20 H 26.5 Ares bearing Gat No. 127, Village Male, Taluka Bhor, District Pune. The brief history of the same is as follows:

Gat No. 127, Male, Tal. Bhor, Dist. Pune –

- A) All that piece and parcel of land bearing Gat No. 127 was originally numbered as S. No. 72 Hissa No. 1 admeasuring 10H. 15 Ares and S. No. 72 Hissa No. 2 admeasuring 10H. 12 Ares situate at Village Male, Taluka Bhor, District – Pune.

Agreement as per Rera

- B) The said (1) S. No. 72/1 totally admeasuring 10H. 15 Ares was owned by Dagdu Govinda Malekar and Kondu Govinda Malekar both having 8 aana hissa each and (2) S. No. 72/2 totally admeasuring 10H. 12 Ares was owned by VithuBalaMalekar and Krishna GanuMalekar both having 8 aana hissa each. From and out of the said owners VithuBalaMalekar died intestate on 25/07/1963 leaving behind 2 sons -: (1) Shankar, (2) Ramchandra , and 4 daughters (3) Heerabai, (4) Tarabai, (5) Parubai, (6) Sarubai, and Widow (7) Shevantabai, as his only legal heirs. However the names of only Shankar and Ramchandra (as Karta and Manager for no. 3 to 7) are mutated as owner on the 7/12 extract of the said land vide mutation entry no. 229.
- C) Out of the said owners KonduGovindaMalekar executed a Sale Deed on 01/11/1994 and thereby sold an area admeasuring 02H. 78 Ares out of the said Gat no. 127 to Mrs. Nanda SopanraoKondhalkar, Mrs. Sangeeta Suresh Salunke and Mrs. Sindhu Ramesh Ghodekar. The said Sale Deed is registered in the office of Sub registrar Bhor at serial no. 1473/1994 on the same day. Accordingly their names are mutated in the owners column on the 7/12 extract of the said land vide mutation entry no. 73.
- D) Out of the said owners - Shankar VithuMalekar, RamchandraVithuMalekar with the consent of Krishna Genu Malekar have sold an area admeasuring 2 H.80 Ares from and out of the said land to Mr. Prakash BirbhanKatariya by sale deed Dt. 01/02/1995 which was duly registered at the office of Sub-Registrar, Bhor, Dist. Pune at serial No. 185/1995. Accordingly the name of Mr. Prakash BirbhanKatariya is mutated in the owners column on the 7/12 extract of the said land vide mutation entry no. 77.

Agreement as per Rera

- E) Nanda SopanKondhalkar, Sangeeta Suresh Salunke and Mrs. Sindhu Ramesh Ghodekar executed a Sale Deed on 14/05/2004 and thereby sold an area admeasuring 02H. 78 Ares out of the said Gat no. 127 to Mr. RanjeetRamchandra Salvi and Mrs. Ranjana alias GitanjaliRanjeet Salvi. The said Sale Deed is registered in the office of Sub registrar Bhor at serial no. 652/2004 on the same day. Accordingly their names are mutated in the owners column on the 7/12 extract of the said land vide mutation entry no. 180.
- F) Mr. RanjeetRamchandra Salvi and Mrs. Ranjana alias GitanjaliRanjeet Salvi by a Development Agreement and Power Of Attorney dt. 09/08/2010 granted developmental rights in respect of the said area admeasuring 02H. 78 Ares out of the said Gat no. 127 situated village Male in favour of (1) Mr. Rajendra Dnyaneshwar Awate, (2) Mr. Ganesh DnyanobaJadhav, (3) Mr. Mandar Jayant Deogaonkar, (4) Mrs. Amruta Mandar Deogaonkar. The said Development Agreement and Power Of Attorney are registered in the office of Sub registrar Bhor at serial no. 2823 and 2824 respectively on the same day.
- G) Mr. Prakash BirbhanKatariya executed a Sale Deed on 04/02/2011 and thereby sold an area admeasuring 02 H. 60 Ares from and out of the said land to (1) Mr. Rajendra Dnyaneshwar Awate, (2) Mr. Ganesh DnyanobaJadhav, (3) Mr. Mandar Jayant Deogaonkar, (4) Mrs. Amruta Mandar Deogaonkar. The said Sale Deed is registered in the office of Sub registrar Bhor at serial no. 988. Accordingly their names are mutated in the owners column on the 7/12 extract of the said land vide mutation entry no. 548.
- H) Mr. RanjeetRamchandra Salvi and Mrs. Ranjana alias GitanjaliRanjeetSalvi executed a Sale Deed on 27/06/2012 and thereby sold an area admeasuring 02 H. 78 Ares from and out of the said land to (1) Mr. Rajendra Dnyaneshwar

Agreement as per Rera

Awate, (2) Mr. Ganesh DnyanobaJadhav, (3) Mr. Mandar Jayant Deogaonkar, (4) Mrs. Amruta Mandar Deogaonkar. The said Sale Deed is registered in the office of Sub registrar Bhore at serial no. 2896/2012. Accordingly their names are mutated in the owners column on the 7/12 extract of the said land vide mutation entry no. 720.

- I) Thus as aforesaid the owners herein became sole and absolute owners of lands bearing Gat No. 127 admeasuring about 05 H. 38 Are i.e. 53800 Sq.mts., situate at village Male, within the local limits of Grampanchayat Male, Taluka Panchayat Bhore, ZillaParishad Pune and within the jurisdiction of Sub-Register Bhore, Pune, which is more particularly described in Schedule 'Thereinunder.

AND WHEREAS the Owners herein have acquired all that piece and parcel of land admeasuring 4 H. 82.42 Ares out of the land totally admeasuring 10 H 45 Ares bearing Gat No. 129, Village Male, Taluka Bhore, District Pune. The brief history of the same is as follows:

Gat No. 129, Male, Tal. Bhore, Dist. Pune –

- a) All that piece and parcel of agricultural land totally admeasuring 10 H. 45 Ares bearing Gat No. 129, having assessment Rs. 03 - 81 Paise, situate at Village Male, Taluka Bhore, District – Pune and within the local limits of Grampanchayat Male, Taluka Bhore and within the jurisdiction of Sub Registrar, Bhore was originally owned by Mr. RanjeetRamchandra Salvi and Mrs. RanjanaRanjeet Salvi.
- b) The Owners herein have purchased all that piece and parcel of agricultural land admeasuring **4 H. 61.52Ares** out of land totally admeasuring 10 H. 45 Ares bearing Gat No. 129, having assessment Rs. 03 - 81 Paise, situate at Village Male, Taluka Bhore, District – Pune, from its erstwhile owners Mr. RanjeetRamchandra Salvi and Mrs. RanjanaRanjeet Salvi, by

Agreement as per Rera

- executing a Sale Deed dated 21.12.2013 which is registered at the office of the Sub Registrar Bhore at Sr. No. 5167/2013.
- c) The names of the said Owners are mutated in the 7/12 extract of the said Land vide Mutation Entry No. 877 dated 10.01.2014.
- d) The Owners herein have also purchased all that piece and parcel of agricultural land admeasuring **0 H. 20.90 Ares** out of land totally admeasuring 10 H. 45 Ares bearing Gat No. 129, having assessment Rs. 03 - 81 Paise, situate at Village Male, Taluka Bhore, District - Pune, from its erstwhile owners Mrs. Rashmi Kuldeep Shiralkar and Mr. Kuldeep Shiralkar, by executing a Sale Deed dated 16.07.2014 which is registered at the office of the Sub Registrar Bhore at Sr. No. 2963/2014.
- e) The names of the said Owners are mutated in the 7/12 extract of the said Land vide Mutation Entry No. 922.
- f) Thus as aforesaid the owners herein became sole and absolute owners of lands bearing Gat No. 129 admeasuring about 04 H. 82.42 Ares, situate at village Male, within the local limits of Grampanchayat Male, Taluka Panchayat Bhore, Zilla Parishad Pune and within the jurisdiction of Sub-Register Bhore, Pune, which is more particularly described in Schedule 'II' hereinunder.

AND WHEREAS the Owners herein have acquired all that piece and parcel of land admeasuring 4 H. 46 Ares out of the land totally admeasuring 4 H 86 Ares bearing Gat No. 130, Village Male, Taluka Bhore, District Pune. The brief history of the same is as follows:

Gat No. 130, Male, Tal. Bhore, Dist. Pune -

- a) All that piece and parcel of agricultural land totally admeasuring 4 H. 86 Ares bearing Gat No. 130, having assessment Rs. 01 - 40 Paise, situate at Village Male, Taluka Bhore, District - Pune and within the local limits of Grampanchayat Male, Taluka Bhore and within the

Agreement as per Rera

jurisdiction of Sub Registrar, Bhore was owned by Mr. Prakash BirbhanKataria.

- b) The Owners herein have purchased all that piece and parcel of agricultural land admeasuring **4 H. 46Ares** out of land totally admeasuring 4 H. 86 Ares bearing Gat No. 130, having assessment Rs. 01 - 40Paise, situate at Village Male, Taluka Bhore, District – Pune, from its erstwhile owner Mr. Prakash BirbhanKataria, by executing a Sale Deed dated 22.06.2010 which is registered at the office of the Sub Registrar Bhore at Sr. No. 2092/2010.
- c) The names of the said Owners are mutated in the 7/12 extract of the said Land vide Mutation Entry No. 482.
- d) To correct technical errors in the Sale Deed dated 22.06.2010, the Owners herein executed Correction Deed cum Sale Deed dated 06.08.2010with Mr. Prakash BirbhanKataria, which is registered at the office of the Sub Registrar Bhore at Sr. No. 2809/2010.
- e) Thus as aforesaid the owners herein became sole and absolute owners of lands bearing Gat No. 130 admeasuring about 04 H. 46 Ares out of land totally admeasuring 4 H 86 Ares, situate at village Male, within the local limits of Grampanchayat Male, Taluka Panchayat Bhore, ZillaParishad Pune and within the jurisdiction of Sub-Register Bhore, Pune, which is more particularly described in Schedule 'III' hereinunder.

For sake of brevity the lands mentioned in Schedule I, II and III together are referred to as **the said 'Entire Land'**.

AND WHEREAS the Owners herein and some other owners of Gat Nos. 127, 129 and 130 Village Male, Taluka Bhore applied for the conversion of the use of part of the said Entire Land i.e. land admeasuring 40000 Sq. Mtrs. Out of land bearing Gat No. 127, Male (amendment to previous N. A. Order), land admeasuring 25162.48 Sq. Mtrs. Out of land bearing Gat No. 129, Male and land admeasuring 4018.12 Sq. Mtrs. Out of land bearing Gat No.

Agreement as per Rera

130, Male, totaling to 69180.60 Sq. Mtrs. Non-Agricultural use (NA for Tourism) permission and layout sanction to the Tahasildar Bhor;

AND WHEREAS as per the said application the Tahasildar Bhor has approved building and plinth layout plan consisting area under internal roads, vacant spaces etc. in respect of said entire land vide his order dated 13.04.2016 bearing No. NA/SR/04/2015 & respective sanctioned plans and have permitted Non-Agricultural use (NA for Tourism) for an area admeasuring 69180.60 Sq. Mtrs. for the purpose of tourism resort. Hereinafter for sake of brevity referred to as **the 'said Property'**.

AND WHEREAS in furtherance of the said permission the said owner has commenced development of a tourist resort under the name and style "**CASUARINA**" comprising of various types plinths, as per the plan sanctioned and approved by the Tahasildar Bhor, Pune.

The Owners have registered the Project under the provision of the Real Estate (Regulation and Development) Act 2016 with the Real Estate Regularly Authority at _____no. _____.

The Owners appointed an Architect and Structural Engineer for the preparation of the structural design and drawings of the resort on the said property.

The copy of the title certificate issued by the Advocate of owners, copy of the 7/12 Extract showing the nature of the title of owners to the said property on which the plots are situate and the copy of NA order and plan/s are attached with these presents as ANNEXURE I, II, III and IV annexed hereto.

The Allottee demanded from the owners and the owners had given for inspection to the Allottee of all the documents of title relating to the said property and the plans/s, designs and specifications prepared by the aforesaid Architects of the owners and such other documents as are necessary to verify the title of the owners. The Allottee are bound by the terms and conditions of the NA order.

Agreement as per Rera

After being fully satisfied about the marketable title of the Owners to the said property. The Allottee has agreed to purchase right to construct a Resort Cottage Unit and specific allotted vacant land surrounding the said cottage, as per the sanction plan at their own cost on the specific allotted area from and out of the said property (which is more particularly described in the SCHEDULE "IV", written hereunder and delineated in RED colour in plan annexed hereto, and hereunder for the sake of brevity and convenience referred to as "the said unit").

The Allottee is desirous of purchasing land near Bhor Dam for constructing Bungalow (Second home) thereon. However, the Allottee have no sufficient knowledge and time to purchase the land and get necessary sanction for constructing a bungalow thereon. The Allottee came to know that the owners herein have sanctioned N.A Lay Out for tourism purpose in respect of the said property. The Allottee requested the owner to allow him right to construct his/her/their own Resort Cottage Unit as per the sanctioned plan at his own cost. The owners accepted the proposal of the Allottee that he shall be allowed to purchase the right to construct his/her/their Resort Cottage Unit on the specific allotted area as per sanctioned plan. However, it is clearly informed to and accepted by the Allottee that the land in respect of which the plan was sanctioned will be transferred directly in favour of the Tourism Cooperative Society (to be formed) by the owners.

The parties, hereto had negotiations and the Allottee offered to purchase the right to construct a Resort Cottage Unit thereon, from the Owners for the total consideration of **Rs. _____/- (Rupees _____ Only)**. The Owners considered the offer of the Allottee and found it reasonable according to the prevailing market prices in that vicinity. The Owners, therefore agreed to sell their right, title and interests in and over the said development right for allowing the Allottee the right to construct his/her/their own **Resort Cottage Unit bearing No. _____ admeasuring _____ Sq. Mtrs. i.e. _____ Sq. Fts. Carpet Area** (_____ Sq. Mtr. i.e. _____ Sq. Ft. Plinth Area as per the sanctioned plan), on plinth **Type** __ on the said property along with exclusive right to use, enjoy and occupy the specific allotted vacant land surrounding to the said Resort Cottage Unit **admeasuring _____ Sq. Mtrs. i.e. _____ Sq. Ft.** as per the sanction plan which is more particularly described in Schedule III mentioned hereunder in favour of the Allottee herein for a total consideration of **Rs. _____/- (Rupees _____ Only)** and hence the parties hereto are executing this Agreement.

Agreement as per Rera

In furtherance of the aforementioned, certain discussions and deliberation ensued between the parties and the parties mutually arrived at an agreement which they were desirous of reducing into writing being these presents. In consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

NOW THEREFORE, THIS AGREEMENT TO SELL WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Owners hereby agree to allow the Allottee/s right to construct Resort Cottage Unit on specific allotted area as per the sanctioned plan, more particularly described in Schedule III written hereinunder at or for a total lump sum consideration of **Rs. _____/- (Rupees _____ Only)**. The Allottee agrees to and shall pay the said consideration amount of **Rs. _____/- (Rupees _____ Only)** to the Owners as described herein below.

“Payment schedule”

The consideration in respect of the said Unit is paid by the Allottee/s to the Owner in the following manner :

- a. Rs. _____/- Already paid by the Allottee/s to the Owner prior to execution of this Agreement by _____.
- b. Rs. _____/- Already paid by the Allottee/s to the Owner prior to execution of this Agreement by _____.
- c. Rs. _____/- Already paid by the Allottee/s to the Owner prior to execution of this Agreement by _____.

Rs. _____/- Total Rupees _____ Only
=====

(The cheque payments are subject to realization)

Thus, the payment and receipt of the total consideration of **Rs. _____/- (Rupees _____ Only)** the Owners

Agreement as per Rera

doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and discharge the Allottee absolutely and forever, the Owners doth hereby agree to allow right to construct Bungalow on the said specific allotted area in respect of the said land to the Allottee. The owner also agrees to provide the membership of the tourism co-operative society to the Allottee. The owner agrees to sell, assign and transfer all the right, title, interest of the said land in favour of the tourism cooperative society which is more particularly described in the Schedule I and II herein under together with the right to use of the approach road and common areas and facilities available in the said project on the terms herein contained.

2. The Owners herein have formed a Partnership firm under the name and style "Synergy Properties" i.e. Owner No. 1B and for the sake of convenience have accepted the agreed consideration in the name of Owner No. 1B (M/s. Synergy Properties). The receipt whereof the Owner No. 1A do and each of them doth hereby admit.

3. Time is of essence for the Allottee to make payment of consideration in stipulated time. If the Allottee herein fails to make timely payments of the aforesaid consideration as per the payment schedule above mentioned then the Allottee agrees to pay the Owner interest at the prevailing rate at the time when such failure occurs of the highest marginal cost of Lending Rate of the State Bank of India plus two percent per annum, on the entire amount of delayed payment for the delayed duration.

4. Without prejudice to the right of the owners to charge interest, as aforesaid on the delayed payment by the Allottee, the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Owner under this agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Owner shall at its own option, terminate this Agreement;

Provided that, the Owner 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 its 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 Owner within

Agreement as per Rera

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

Provided further that upon termination of this agreement as aforesaid, the Owner shall refund to the Allottee the balance, if any, of the installments of the consideration which the Allottee might have till then paid to the Owner, but without any interest and only after forfeiting/deducting an amount equivalent to 10 % of the total cost, in respect of the damages and losses caused to it to cover opportunity lost and towards administration and other expenses etc. The balance amount, if any, shall be paid by the Owner to the Allottee within a period of forty five days of such termination. The Owner shall be entitled to resell the said unit and/or dispose of or otherwise alienate the said right to construct Resort Cottage Unit on the said specific allotted area from and out of the said land in any other manner as the Owner in its sole discretion thinks fit. The Allottee agrees to the same. The Allottee shall have no claim except for the repayment of the amount payable as mentioned above. The Allottee/s hereby agrees that in that event of all his/her/their rights in in respect of the said agreement stand extinguished.

5. Further the Allottee herein is also made aware that depending upon various promises and assurances given by the Allottee the Owners have incurred and shall incur the expenditure and will make commitments to the third parties. In the event of cancellation of the present agreement by the Allottee for any reason whatsoever, the Owners in addition and without prejudice to other remedies and rights and towards reimbursements and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this agreement being cancelled by the Allottee for any reason whatsoever, the Owners shall be entitled to retain, withhold and forfeit 5% of the total agreed consideration to cover opportunity lost and towards administration and other expenses etc., from and out of the amount until then paid by the Allottee to the Owners and then the Owners shall be liable to repay only the balance amount (if any) from the amount received by the Owners on resale of the said unit. In this case reduction in price of the said unit will be considered as damages/loss of the Owners in addition to the loss and expenses. In the event, however, that the price appreciates, the appreciation shall be to the account of the Owner alone. This is in lieu of the fact that the Allottee will not have paid the entire consideration, and further that the cancellation is by the Allottee/s due to the

fault of the Allottee and he/she/they cannot be rewarded for the same.

6. If the Owners fail to abide by the schedule for completing the project and handing over the said unit to the Allottee, the Owner agree to pay to the Allottee, who does not intend to withdraw from the project, interest at the prevailing rate at the time when such failure occurs of the highest marginal cost of Lending Rate of the State Bank of India plus two percent per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees and acknowledges to pay proportionate N. A. Tax as applicable to the said Land.

7. It is hereby agreed by and between the parties hereto that in case if in future the Allottee decides to commence construction on the said Unit, the Allottee shall enter into a separate contract agreement with the Owners herein for the construction on the said Unit upon the terms and conditions as shall then be agreed between them. The Owners have decided to provide a uniform theme for external design and elevation of the Resort Cottage Units and related construction. The Owners will provide three alternative designs for Construction to achieve the said purpose. The Allottee has agreed to follow the theme of external design and elevation set by the Architects of Owners as per the sanctioned plan. However, the Allottee will be free to plan their internal usages and construct accordingly. Also, the details of Resort Cottage Unit Specifications mentioned in detail and annexed hereto as Annexure 'V'.

8. The Owners have handed over actual possession of the said specifically allotted area upon which the Allottee is allowed to construct Resort Cottage Unit to the Allottee today by virtue of this Agreement and by actually visiting the site of the said specific area and by showing boundaries thereof and the Allottee has received the same after having fully satisfied of the same. The Allottee shall hereafter peacefully and quietly hold, possess and enjoy the said specifically allotted area on which the Allottee is allowed to construct Resort Cottage Unit and the surrounding area of vacant space around the said Resort Cottage Unit without any obstruction, objection and claim or demand whatsoever from the Owners. Also, the Allottee has agreed to commence the construction on the specified area, only upon the payment of entire agreed consideration to the Owners.

Agreement as per Rera

9. The Owners hereby declare that they have obtained necessary tourist resort permission from the Tahasildar Bhor. Further the Owners herein will form a Tourism Co-operative Society. The Owners will nominate all the Allottee in the said project to become members of the said society in due course of time and shall execute necessary Conveyance Deed in favour of the said society in due course of time. The estimated date of execution of the Conveyance Deed in favour of the said Society is in the year 2022. The Allottee herein agrees to become a member of the said Society and shall file from time to time and execute the application for membership and other papers and documents for becoming a member of the said Society and return to the Owners within 15 days of the same being forwarded by the Owners to the Allottee, so as to enable the said society to make the Allottee members thereof. However, the Allottee shall not be entitled to claim membership and/or become member of the said Society until the Allottee has paid and discharged the full dues of the Owners as per these presents. The Allottee agrees that he/she/they shall be entitled to apply for membership and/or become member of the said society only upon the instruction and nomination by the Owners and not otherwise.

10. The Allottee shall have no claim (save and except the said Resort Cottage Unit and the vacant area of land surrounding the said Resort Cottage Unit (which Unit are more particularly described in schedule III written hereunder) to the road for an access to the said Unit hereby agreed to be acquired, over the vacant spaces, club house etc. which will remain the property of the Owners. The Allottee shall not encroach on the roads and shall not park his/her/their vehicles on the roads.

11. The Owners have obtained resort permission from the concerned authorities and shall develop a resort on the land retained for the said purpose. For the said purpose, the Owners shall build a club house, dining hall, restaurant etc. on the such land which shall be open for tourists. The owners shall run a resort business within the said project and the Allottee is well aware of the same and shall not raise any objection on that behalf in future.

12. It is specifically agreed by and between the parties hereto that, though the Allottee herein is allowed right to construct a Resort Cottage Unit on the specifically allotted area from and out of the said land, the Allottee shall not be entitled to demand separation/partition of the said Unit and further he shall not be

Agreement as per Rera

entitled to ask for separate sale deed in his individual name. The Owners shall be bound to execute conveyance deed in the name of the society of all the Allottee/s in the said project after completion of the development activities within the said project, which is estimated in the year 2022 (more particularly described in the SCHEDULE I and II written hereunder).

13. The Allottee also agrees to pay charges towards actual maintenance of common infrastructure/road as may be fixed from time to time by following the Bye Laws of the Society that will be formed.

14. The Owner No. 1B is in process of completing internal road, gutter, common gate, availability of water connection and electric connection for the said project. The Owner have also proposed to construct club house, play area etc. for common use. Also, the details of Infrastructure that will be provided by the Owners are mentioned in detail and annexed hereto as Annexure 'VI'.

15. The Allottee agrees that the Allottee shall pay the monthly/annual maintenance amount to the society that will be formed for maintenance of common roads including approach roads and other common areas like gutter, common gate etc., which will be owned and maintained by the Society either itself or through appointment of an agency.

16. All notices to be served on the Allottee as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee by Registered Post A.D. at his/her/their address specified hereinabove.

17. The other Allottee/s shall also have absolute right to use the access road, amenities, vacant space, club house and such other common facilities in the said project. The Allottee herein shall not in any case object the said use of the common access road, amenities, vacant space, club house and such other common facilities by the other unit Allottee/s and / or tourists on any count whatsoever. The Allottee hereby gives his/her/their irrevocable consent for the same.

18. As per the N. A. Order, the Tree cover in the area needs to be maintained by the Owners and the Society. Hence, The Allottee agrees that Tree Cutting is strictly upon prior consent of the Owners and the Society.

Agreement as per Rera

19. The Allottee shall abide by the bye-laws/rules/regulations of the society that will be formed.

20. The Allottee will be entitled to avail of mere shared usage benefit of all or any one or more of the common areas, amenity space/s and/or facilities in the layout such as road, vacant space, use of common drainage, water and electrical lines as may be given by the Owners. Parking or halting of vehicles, bicycles and tying of pets or throwing unused, discarded or expired material, equipment, furniture and fixture/s or part thereof in such common areas and/or amenity or vacant spaces is strictly prohibited. Doing any act or committing any omission or negligence by Allottee, his/her/their guests, friends, family members, invitees and/or anything done by their pets (acts of pets shall be considered the responsibility/liability of the Allottee) which may disturb/affect or is likely to disturb/affect the aesthetics or hygiene or diminish usage value of the said common areas, amenity space/s and/or facilities is strictly prohibited and shall be subject to such monetary penalty as may be determined by the Owners/Society from time to time and the decision of the Owners/Society regarding this shall be final and binding.

21. The Owners hereby expressly inform and the Allottee expressly agrees and acknowledges that, the Electricity Distribution, Electrical Lines, Water Source, Water Connection lines, Resort Facilities etc. will and shall always remain in the exclusive ownership of the Owners alone excluding Allottee/s and Society. The maintenance of the abovementioned facilities will be taken care by the Owners. In addition, Club House, Vacant Spaces, Children's' Play Area, other amenities and facilities shall be owned by Owner No. 1A absolutely and the Allottee/s shall not claim any right over the said areas and said facilities and shall not use the same without prior consent of the Owner No. 1A and on payment towards the usage of the same as maybe decided by the Owner No. 1A from time to time.

22. The Owner hereby undertakes that:

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

Agreement as per Rera

- ii) The Owner has lawful rights and requisite approvals from the competent authority to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii) The Owners at the time of purchase of land admeasuring 4 H 61.52 Ares out of Gat No. 129, part paid the consideration amount to the Vendor therein and the remaining balance will be paid by the Owners, as is referred in Payment Schedule therein. However, the Owners assure that they will make the necessary payment of the said outstanding amount on the due date. Except that, there are no other encumbrances upon the said land or the project;
- iv) There are no litigations filed or pending before any court of law with respect to the said land or project;
- v) All approvals licenses and permits issued by M.I.D.C., M.P.C.B. and Forest Department with respect to the project, the said land and said proposed construction are valid and subsisting and have been obtained by following due process of law. Further, all approvals, license and permits to be issued by the competent authorities with respect to the project, the said land and said proposed construction shall be obtained by following due process of law and the Owners have been and shall, at all times, remain to be in compliance with all the applicable laws in relation to the project, the said land, the proposed construction and common areas;
- vi) The Owners have 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 Owners have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said land, including the said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- viii) At the time of execution of the conveyance deed of the said land to the said society the Owners shall handover lawful, peaceful, physical possession of the Road, Gutter and common areas, if any to the said Society.

Agreement as per Rera

- ix) The Owners have duly paid and shall continue to pay and discharge impositions, premium, damages and/or penalties and other outgoing, whatsoever payable with respect to the said project to the competent authorities, till the date of execution of the conveyance deed in favour of the Society that will be formed;
- x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Owners in respect of the said land ;

23. The Owners will provide separate water connection of ½ inch pipe line with water meter to the said Resort Cottage Unit. The Allottee shall be liable to pay at actual water usage charges. In case of non usage of the water, the fixed monthly charges will be applicable.

24. The Owners will provide the MSEDCL Electricity Connection to the Resort Cottage Unit. The Allottee shall be liable to pay at actual electricity usage charges as per the rates prescribed by MSEDCL. In case of non usage of the electricity, the fixed monthly charges will be applicable.

25. If at any time, after execution of this agreement the Central Government / State Government / Local authority / Revenue Authority / any other authority / any court / Judicial authority / quasi-judicial authority by way of any Statute / rule/ regulation/ notification / order / judgment /executive power etc. levies any tax /duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund/betterment tax/ sales tax / transfer tax / GST/ turnover tax / works contract tax, LBT penalties et cetera and put in force or shall be in force prospectively or retrospectively, in respect of the said Unit or the construction thereon, for execution of the present agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Owners then reimbursed) by the Allottee. The Allottee hereby indemnifies the Owners from all such levies, cost and consequences.

Agreement as per Rera

26. Non-payment of the aforementioned payments and noncompliance of the aforementioned terms will attract penal interest.

27. The Allottee hereby declares that he/she/they has/have entered into this Agreement after going through the same and with knowledge of the terms and conditions herein contained and terms and conditions mentioned in NA order dt. 13.04.2016 bearing no. NA/SR/04/2015 issued by Tahasildar, Taluka Bhor, District Pune.

28. The stamp duty, registration and all the incidental expenses in respect of these presents have been borne and paid by the Allottee alone.

“Description of Property”

SCHEDULE “I”

ALL THAT PIECE AND PARCEL of an area admeasuring 05H. 38 Ares out of land bearing Gat No. 127 totally admeasuring 20 H. 26.5 Ares (including pot kharaba admeasuring 05 H. 70.6 Ares) and having an assessment of Rs. 7-00 Paise situate at Village Male, within the local limits of Grampanchayat Male, Taluka Panchayat Bhor, ZillaParishad Pune and within the jurisdiction of Sub-Register Bhor, Pune and the said Gat number is bounded as under

On or towards East : By Boundary of Kurunji Village

On or towards South : By Gat Nos. 129, 128 & Bhatghar Dam
Backwaters

On or towards West : By Bhatghar Dam Backwaters

On or towards North : By Govt. Road, Gat Nos. 126, 123

SCHEDULE “II”

ALL THAT PIECE AND PARCEL OF an area admeasuring **4 H. 82.42** Ares out of land bearing Gat No. 129 totally admeasuring 10H. 45 Ares (including pot kharaba admeasuring 2H. 59 Ares) and having an assessment of 3 Rs. 81 Paise situate at Village Male, within the limits of Grampanchayat Male, Taluka Panchayat Bhor, ZillaParishad Pune and within the jurisdiction of Sub-registrar,

Agreement as per Rera

Bhor, Taluka - Bhor, District – Pune and the said Gat number is bounded as under :

- On or towards East : By Boundary of Kurunji Village
- On or towards South : By Bhatghar Dam Backwaters and
Gat No. 130, Male
- On or towards West : By Bhatghar Dam Backwaters
- On or towards North : By Gat No. 127, Village Male

SCHEDULE “III”

ALL THAT PIECE AND PARCEL OF an area admeasuring **4 H. 46** Ares out of land bearing Gat No. 130 totally admeasuring 4 H. 86 Ares (including pot kharaba admeasuring 1 H. 52 Ares) and having an assessment of 1Rs. 40Paise situate at Village Male, within the limits of Grampanchayat Male, Taluka Panchayat Bhor, ZillaParishad Pune and within the jurisdiction of Sub-registrar, Bhor, Taluka - Bhor, District – Pune and the said Gat Number is bounded as under :

- On or towards East : By Boundary of Village Kurunji
- On or towards South : By Gat Number 132
- On or towards West : By Bhatghar Dam Backwaters
- On or towards North : By Gat No. 129, Male

SCHEDULE “IV”

(Description of “**the said Unit**”)

The right to construct **Resort Cottage Unit bearing No. _____ admeasuring _____ Sq. Mtrs. i.e. _____ Sq. Fts. Carpet Area** (_____ Sq. Mtr. i.e. _____ Sq. Ft. Plinth Area as per the sanctioned plan), on plinth **Type _____** along with exclusive right to use, enjoy and occupy the specific allotted vacant land surrounding to the said Resort Cottage Unit **admeasuring _____ Sq. Mtrs. i.e. _____ Sq. Ft.** as per the sanction plan being developed on the said

Agreement as per Rera

property more particularly described in SCHEDULE I and II written above.

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

| Name | Sign | Thumb | Photo |
|--|-------------|--------------|--------------|
| 1. MR. MANDAR JAYANT DEOGAONKAR | | | |
| 2. MRS. AMRUTA MANDAR DEOGAONKAR | | | |
| 3. MR. GANESH DNYANOBA JADHAV | | | |
| 4. MR. RAJENDRA DNYANESHWAR AWATE | | | |
| OWNERS NO. 1A - FIRST PARTY” | | | |

Agreement as per Rera

| | | | |
|---|--|--|--|
| 1. MR. MANDAR JAYANT DEOGAONKAR | | | |
| 2. MR. RAJENDRA DNYANESHWAR AWATE | | | |
| SYNERGY PROPERTIES - Through its authorized partners- OWNERS NO. 1B/ FIRST PARTY | | | |
| | | | |
| ALLOTTEE - SECOND PARTY | | | |

Witnesses:

| Name & Address | Sign |
|---------------------------|-------------|
| 1. | |
| 2. | |

ANNEXURES

- I - Copy of the Title Certificate Issued by the Advocate of Owners**
- II - Copy of the 7/12 Extract**
- III - Copy of NA Order**
- IV - Sanctioned Plan/s**
- V - Resort Cottage Unit Specifications**
- VI - Infrastructure Provided**