

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE IS MADE AND EXECUTED**  
**AT PUNE ON THIS      DAY OF      IN THE**  
**YEAR TWO THOUSAND SEVENTEEN**

**BETWEEN****GEMINI HOUSING,**

A Proprietorship concern, through its proprietor,

**MR. PRAKASH HARAKCHAND PARAKH**

Age—about 60 years, Occupation – Business,

**Pan Card No. AAXPP9219R**

R/at- 584/1, Salisbury Park, Pune-411 037.

**HEREINAFTER** referred to and called as **'THE PROMOTER'**

[which expression unless it be repugnant to the context or meaning thereof shall mean and include all his heirs, successors, executors, administrators and assigns]

**PARTY OF THE FIRST PART.****AND**

1] **Mr.** \_\_\_\_\_  
 Age- \_\_\_\_\_ years, Occupation- \_\_\_\_\_  
**PAN No.:** \_\_\_\_\_  
 R/ at : \_\_\_\_\_

2] **Mr.** \_\_\_\_\_  
 Age- \_\_\_\_\_ years, Occupation- \_\_\_\_\_  
**PAN No.:** \_\_\_\_\_  
 R/ at : \_\_\_\_\_

**HEREINAFTER** referred to and called as **'THE ALLOTTEE/S'**

[which expression unless it be repugnant to the context or meaning thereof shall mean and include all his/her/their heirs, successors, executors, administrators and assigns]

**PARTY OF THE SECOND PART.**

**WHEREAS** the Promoter herein is the owner of and is otherwise well and sufficiently entitled to all that piece and parcel of following lands totally admeasuring an area **03 Hectors 76 Ares i.e. 37600 sq. mtrs.** situated, lying and being at revenue **village-Manjari Budruk, Taluka-Haveli, District-Pune** within the limits of Grampanchayat Manjari Budruk, Taluka Panchayat Samiti Haveli, Zilla Parishad Pune and within the jurisdiction of Sub-Registrar Haveli, Pune. The particulars of the following lands are as under –

i] land bearing **Survey No.65, Hissa Nos.2A + 2B + A/2C/1 + A/2C/2 + A/2C/3 + A/2C/4 + 2D + 2E + 2F + 2G + 3/1 + 3/2** totally admeasuring an area **02 Hectors 95 Ares i.e. 29500 sq. mtrs.** assessed at **16 Rs. 29 Paise** and which is hereinafter referred to as

**'the said property No.1'** and is more particularly described in the **Schedule-I** written hereunder.

- ii] land bearing **Survey No.65A/4/2/1A/1A** admeasuring an area **00 Hectare 36 Ares** i.e. 3600 sq. mtrs. assessed at **01 Rs. 74 Paise** and which is hereinafter referred to as **'the said property No.2'** and is more particularly described in the **Schedule-II** written hereunder
- iii] land bearing **Survey No.65A/4/2/1A/2** admeasuring an area **00 Hectare 45 Ares** i.e. 4500 sq. mtrs. assessed at **02 Rs. 18 Paise** and which is hereinafter referred to as **'the said property No.3'** and is more particularly described in the **Schedule-III** written hereunder.

The said property Nos. 1 to 3 are hereinafter collectively referred to as **"the said properties"**.

**AND WHEREAS** the Promoter declares and covenants that, he has derived and acquired title to the said properties in the manner enumerated herein below –

- A] The said property No.1 i.e. **Survey No.65, Hissa Nos.2A + 2B + A/2C/1 + A/2C/2 + A/2C/3 + A/2C/4 + 2D + 2E + 2F + 2G + 3/1 + 3/2** admeasuring an area **02 Hectors 95 Ares** :-

The said property No.1 which is now a consolidated property No.1 admeasuring **02 Hectors 95 Ares** was earlier divided into various separate portions each having a separate 7/12 extract viz (a) **Survey No. 65, Hissa No. 2A**, (b) **Survey No. 65, Hissa No. 2B**, (c) **Survey No. 65, Hissa No. A/2C/1**, (d) **Survey No. 65, Hissa No. A/2C/2**, (e) **Survey No. 65, Hissa No. A/2C/3**, (f) **Survey No. 65, Hissa No. A/2C/4**, (g) **Survey No. 65, Hissa No. 2D**, (h) **Survey No. 65, Hissa No. 2E**, (i) **Survey No. 65, Hissa No. 2F**, (j) **Survey No. 65, Hissa No. 2G**, (k) **Survey No. 65, Hissa No. 3/1**, (l) **Survey No. 65, Hissa No. 3/2**.

**TRACING OF TITLE OF AFORESAID PROPERTY NO.1 –**

- i] Land bearing (a) **Survey No. 65, Hissa No. 2A** admeasuring an area **00 Hector 19 Ares**, (b) **Survey No. 65, Hissa No. 2B** admeasuring an area **00 Hector 17 Ares**, (c) **Survey No.65, Hissa No. 2D** admeasuring an area **00 Hector 16 Ares**, (d) **Survey No. 65, Hissa No. 2E** admeasuring an area **00 Hector 15 Ares** and (e) **Survey No. 65, Hissa No. 3/1** admeasuring an area **00 Hector 51 Ares** :-
- (a) The aforesaid lands were previously owned by **Mr.Vitthal Narayan Kedari**. It is seen from **Mutation Entry No.2734** that, **Mr. Vitthal Narayan Kedari** expired at Pune on **20/09/1946**. Before his demise he had made a **Will, dated-22/09/1945** by which he

bequeathed the aforesaid lands to his son **Mr. Raman Vitthal Kedari**.

- (b) Out of the aforesaid lands, the land bearing **Survey No. 65, Hissa No. 3/1** was earlier a part of the land bearing **Survey No. 65, Hissa No. 3** totally admeasuring an area **01 Hector 31 Ares**. It is seen from **Mutation Entry No. 13044** that, **Mr. Raman Vitthal Kedari** sold land admeasuring **00 Hector 80 Ares** to **Mr. Avinash Raman Kedari** by **Sale Deed, dated-25/11/1987**. By virtue of the said **Sale Deed** the land bearing **Survey No. 65/3** was sub-divided into two pot-hissas – (1) **Survey No. 65, Hissa No. 3/1** admeasuring **00 Hector 51 Ares** owned by **Mr. Raman Vitthal Kedari** and (2) **Survey No. 65, Hissa No. 3/2**, admeasuring **00 Hector 80 Ares** owned by **Mr. Avinash Raman Kedari**.
- (c) By **Sale Deed, dated-22/08/1995** **Mr. Raman Vitthal Kedari** for self and as a **Karta of his HUF** comprising of **Mrs. Nirmala Raman Kedari, Mr. Pradeep Raman Kedari, Mr. Jayant Raman Kedari, Mr. Avinash Raman Kedari, Mr. Vilas Raman Kedari and Mrs. Neeta Rajendra Sontakke** sold, transferred, conveyed and assigned his  $\frac{1}{2}$  undivided share in the aforesaid lands to the Promoter herein. The said **Sale Deed, dated-22/08/1995** was lodged for registration in the office of **Sub-Registrar Haveli No.3 at Sr. No.7011/1995** and was registered at **Sr. No.5599/1997** on **21/08/1997**.
- (d) By another **Sale Deed, dated-22/08/1995** **Mr. Raman Vitthal Kedari** for self and as a **Karta of his HUF** comprising of **Mrs. Nirmala Raman Kedari, Mr. Pradeep Raman Kedari, Mr. Jayant Raman Kedari, Mr. Avinash Raman Kedari, Mr. Vilas Raman Kedari and Mrs. Neeta Rajendra Sontakke** sold, transferred, conveyed and assigned his remaining undivided share in the aforesaid lands to **Mr. Harakchand Kesharchand Parakh**. The said **Sale Deed, dated-22/08/1995** was lodged for registration in the office of **Sub-Registrar Haveli No. 3 at Sr. No.7010/1995** and was registered at **Sr. No.5598/1997** on **21/08/1997**.
- (e) The names of the Promoter herein and **Mr. Harakchand Kesharchand Parakh** were entered in the records of rights as the owners of the aforesaid lands vide **Mutation Entry Nos. 15818 and 19773** respectively.
- (f) It is seen from **Mutation Entry No.20821** that, land admeasuring **49 sq. mtrs.** has been acquired by Government for the purpose of widening of the National Highway from the aforesaid lands.
- ii] Land bearing **Survey No. 65, Hissa No. 2F** admeasuring an area **00 Hector 33 Ares** –

- (a) The said land was earlier owned by **Mr. Ramkrishna Vishnu Borlikar**. **Mr. Ramkrishna Vishnu Borlikar** expired on **09/10/1931**. The name of **Mr. Raghunath Ramkrishna Borlikar** as the **Karta of HUF** was entered in the 7/12 extract in place of **Late. Mr. Ramkrishna Vishnu Borlikar**.
- (b) It appears from **Mutation Entry No.3015** that, there was a tenant named **Mr. Nivrutti Sitaram Shewale** in the said land.
- (c) It appears from **Mutation Entry No.4059** that, the said tenant **Mr. Nivrutti Sitaram Shewale** became the owner of the said land by virtue of the proceedings bearing **No.52/1961** held u/s. 32G of The Bombay Tenancy and Agricultural Lands Act. The said tenant **Mr. Nivrutti Sitaram Shewale** having paid the sale price, the name of **Mr. Nivrutti Sitaram Shewale** was entered in the record of rights as the owner of the said land in place of **Mr. Raghunath Ramkrishna Borlikar**. The name of **Mr. Raghunath Ramkrishna Borlikar** was recorded in the other rights column.
- (d) It appears from the **Mutation Entry No.4786** that, **Mr. Nivrutti Sitaram Shewale** expired on **15/04/1968** leaving him widows **[1]Smt. Godabai and [2]Smt. Narmadabai**, minor son **Manohar** and minor daughter **Sameeta**.
- (e) It appears from the **Mutation Entry No. 4820** that, a partition took place amongst the members of Shewale Family and by virtue of the said Partition the said land was allotted to the exclusive share of **Mr. Devram Balwanta Shewale** and his name was recorded to the 7/12 extract as the owner of the said land.
- (f) By **Development Agreement, dated-25/04/2005**, **Mr. Devram Balwanta Shewale** alongwith **[1]Mr. Shivaji Devram Shewale, [2]Mrs. Sindhu Shivaji Shewale, [3] Master Shailesh Shivaji Shewale, [4]Mr. Gulab Devram Shewale, [5] Master Sagar Gulab Shewale, [6] Mrs. Mandakini Gulab Shewale, [7]Mr. Samir Gulab Shewale, [8] Mrs. Rupali Samir Shewale, [9]Mr. Uttam Devram Shewale, [10]Mr. Nilesh Uttam Shewale, [11]Mrs. Sunita Uttam Shewale** granted development rights of land admeasuring **00 Hector 11 Ares** out of the said land in favour of **the Promoter herein** . The said **Mr. Devram Balwanta Shewale** and others also executed a **Power of Attorney, dated-25/04/2005** in favour of **the Promoter herein** authorizing him to do all acts, deeds and things as mentioned therein. The said **Development Agreement and Power of Attorney, both dated-25/04/2005** have been registered in the office of **Sub-Registrar Haveli No. 3 at Sr. Nos. 2415/2005 and 2416/2005** respectively on the same day.
- (g) Meanwhile **Mr. Devram Balwanta Shewale** expired intestate on **26/12/2005** leaving him three sons-**Shivaji, Gulab and**

**Uttam** and two married daughters—**Mrs. Alka Babasaheb Harpale** and **Mrs. Meenakshi Kundlik Dhavale**. **Mrs. Alka Babasaheb Harpale** intestate expired on **20/05/2010** leaving behind her husband—**Mr. Babasaheb Kaluram Harpale**, Son—**Mr. Kaluram Babasaheb Harpale** and two married daughters namely—**Mrs. Sadhna Ananda Zende** and **Mrs. Vidya Nitin Kamthe**.

- (h) The name of **Mr. Raghunath Ramkrishna Borlikar** appeared in the other rights column of the 7/12 extract. It appears from the **Mutation Entry No. 26059** that, by application of **Mr. Shivaji Devram Shewale**, the Tahasildar Haveli by his **Order No. T.N.C./SR /57/2011, dated-14/09/2011** directed that the name of **Mr. Raghunath Ramkrishna Borlikar** be deleted from the other rights column. Accordingly the name of **Mr. Raghunath Ramkrishna Borlikar** was deleted from the other rights column.
- (i) By **Sale Deed, dated-11/10/2011 [1] Mr. Shivaji Devram Shewale, [2] Mrs. Sindhu Shivaji Shewale, [3] Mr. Shailesh Shivaji Shewale, [4] Mr. Gulab Devram Shewale, [5] Mrs. Mandakini Gulab Shewale, [6] Mr. Samir Gulab Shewale, [7] Mrs. Rupali Samir Shewale, [8] Mr. Sagar Gulab Shewale, [9] Mr. Uttam Devram Shewale, [10] Mrs. Sunita Uttam Shewale, [11] Mr. Nilesh Uttam Shewale, [12] Smt. Minakshi Kundlik Dhavale, [13] Mr. Babasaheb Kaluram Harpale, [14] Mr. Kaluram Babasaheb Harpale, [15] Mrs. Sadhana Ananda Zende, [16] Mrs. Vidya Nitin Kamthe, [17] Mr. Shrirang Balwant Shewale, [18] Mrs. Chandrabhaga Shrirang Shewale, [19] Mr. Sandeep Shrirang Shewale, [20] Mrs. Sarika Sandeep Shewale, [21] Master Shivraj Sandeep Shewale, [22] Master Swaraj Sandeep Shewale, [23] Mr. Bajirao Shrirang Shewale, [24] Mrs. Chhaya Bajirao Shewale, [25] Miss. Priyanka Bajirao Shewale, [26] Miss. Shivani Bajirao Shewale, [27] Master. Sarthak Bajirao Shewale, [28] Mrs. Sangeeta Pradeep Tangade, [29] Smt. Hausabai Sadashiv Shewale, [30] Mr. Ganpat Sadashiv Shewale, [31] Mrs. Anita Ganpat Shewale, [32] Miss. Komal Ganpat Shewale, [33] Master. Kiran Ganpat Shewale, [34] Master Kunal Ganpat Shewale, [35] Mr. Rahul Sadashiv Shewale, [36] Mrs. Kalpana Rahul Shewale, [37] Miss. Sakshi Rahul Shewale, [38] Miss. Sanika Rahul Shewale, [39] Master Sairaj Rahul Shewale and [40] Mrs. Anuradha Madan Shinde** sold, transferred, conveyed and assigned the said land admeasuring **00 Hector 33 Ares** to the Promoter herein . The said **Sale-Deed, dated-11/10/2011** has been registered in the office of **Sub-Registrar Haveli No. 3 at Sr. No.8283/2011** on the same day.
- (j) **Mrs. Anuradha Madan Shinde** raised an objection to the **Mutation Entry No.26336** by which the name of the Promoter herein was to be entered in the record of rights by filing **RTS Appeal No.260/2012** before the Sub-Divisional Officer, Pune. A

compromise was entered between **Mrs. Anuradha Madan Shinde** and the Promoter herein and in pursuance of the said compromise **Mrs. Anuradha Madan Shinde** filed necessary purshish for withdrawing the said **RTS Appeal No. 260/2012**. In pursuance of the said purshish the **Sub-Divisional Officer, Pune** passed the necessary order of withdrawal of appeal on **13/08/2012**. **Mrs. Anuradha Madan Shinde** also executed a **Consent Deed, dated-21/08/2012** confirming the execution of **Sale-Deed, dated-03/10/2011** and also confirmed the **Mutation Entry No. 26336**. The said **Consent Deed, dated-21/08/2012** has been registered in the office of **Sub-Registrar Haveli No. 12 at Sr. No.6068/2012** on the same day.

- (k) Accordingly the name of the Promoter herein was entered in the record of rights as the owner of the said land vide **Mutation Entry No. 26336**.
- iii] Land bearing **Survey No.65A, Hissa No.2C/2** admeasuring an area **00 Hector 8.75 Ares** –
- (a) The said land was earlier a part of land bearing **Survey No. 65A, Hissa No. 2C** admeasuring an area **00 Hector 34 Ares** which was owned by **Mr. Daulata Genu Shewale**. **Mr. Daulata Genu Shewale** expired intestate on **09/07/1995** leaving behind him four sons viz. **Maruti, Shripati, Dattatraya and Rangnath**. The name of **Mr. Maruti Daulata Shewale** was entered in the record of rights as the **Karta of HUF**.
- (b) It is seen from **Mutation Entry No. 12413** that, **Mr.Maruti Daulata Shewale** applied to the Tahasildar, Haveli for partition u/s. 85 of the Maharashtra Land Revenue Code, 1996 in **case No. 38/83**. The Tahasildar, Haveli by his **Order, dated-17/11/1983** allowed the application. By virtue of the said order the land bearing **Survey No. 65A/2C** was divided into three parts and the said parts were given to the share of **Mr. Maruti Daulata Shewale, Mr. Dattatraya Daulata Shewale and Mr. Rangnath Daulata Shewale** and accordingly the land was divided into three separate pot hissas.
- (c) Meanwhile **Mr. Shripati Daulata Shewale** expired in the year 1965 leaving behind him widow **Smt. Shevantabai, son Prabhakar** and married daughter **Mrs. Kusum Vasantraj Chavan**. The said heirs filed a **Civil Suit No. 379/1978** in the Court of Civil Judge Junior Division, Pune against **Mr. Maruti Daulata Shewale, Mr. Dattatraya Daulata Shewale and Mr. Rangnath Daulata Shewale** for partition. The Hon'ble Court decreed the said suit on **10/08/1987**. Being aggrieved and dissatisfied from the judgment and order passed in the said suit **Mr. Maruti Daulata Shewale, Mr. Dattatraya Daulata Shewale and Mr. Rangnath Daulata Shewale** preferred a **Civil Appeal bearing No. 1169/1987** in the Court of

Hon'ble District Judge, Pune. The Hon'ble Court dismissed the said appeal. A separate hissa bearing **Survey No. 65A, Hissa No. 2A/4** admeasuring **00 Hector 08 Ares** was given to the share of **Mr. Prabhakar Shripati Shewale, Smt. Shevantabai Shripati Shewale and Mrs. Kusum Vasantrao Chavan**. The aforesaid land bearing **Survey No. 65A, Hissa No. 2C/2** admeasuring an area **00 Hector 8.75 Ares** was given to the share of **Mr. Dattatraya Daulata Shewale**. The aforesaid effect has been recorded to the record of rights vide **Mutation Entry No.14406**. By **Sale Deed, dated-23/12/1998 (1)Mr. Dattatraya Daulatrao Shewale** alongwith **(2) Mr. Vilas Dattatraya Shewale** for self and as a natural and legal guardian father of minor children-**Kumari Kirti, Kumari Prachi and Master Piyush**, **(3) Mrs. Sadhana Vilas Shewale**, **(4) Mr. Chandrakant Dattatraya Shewale** for self and as a natural and legal guardian father of minor children-**Kumari Priyanka and Kumari Princika**, **(5)Mrs.Pramila Chandrakant Shewale**, **(6) Smt. Shobha Shrikant Shewale** for self and as a natural and legal guardian mother of minor daughter-**Kumari Veena**, **(7) Mr. Ajay Shrikant Shewale**, **(8) Mrs. Parvati Sudam Shendkar** and **(9) Mrs. Sindhu Suresh Hagawane** sold, transferred, conveyed and assigned the said land to the **Promoter herein** . The said **Sale Deed, dated-23/12/1998** has been registered in the office of **Sub Registrar Haveli No. 3 at Serial No. 6510/98** on the same day.

- (d) The name of the **Promoter herein** was entered in the record of rights as the owner of the said land vide **Mutation Entry No. 18896**.
- iv] Land bearing **Survey No.65A, Hissa No.2C/3** admeasuring an area **00 Hector 8.75 Ares** –
- (a) The said land was earlier a part of land bearing **Survey No. 65A, Hissa No. 2C** admeasuring an area **00 Hector 34 Ares** which was owned by **Mr. Daulata Genu Shewale**. **Mr. Daulata Genu Shewale** expired intestate on **09/07/1995** leaving behind him four sons viz. **Maruti, Shripati, Dattatraya and Rangnath**. The name of **Mr. Maruti Daulata Shewale** was entered in the record of rights as the **Karta of HUF vide Mutation Entry No. 3234**.
- (b) It is seen from **Mutation Entry No. 12413** that, **Mr. Maruti Daulata Shewale** applied to the Tahasildar, Haveli for partition u/s. 85 of the Maharashtra Land Revenue Code, 1996 in **case No. 38/83**. The Tahasildar, Haveli by his **Order, dated-17/11/1983** allowed the application. By virtue of the said order the land bearing **Survey No. 65A/2C** was sub-divided into three parts and the said parts were given to the share of **Mr. Maruti Daulata Shewale, Mr. Dattatraya Daulata Shewale and Mr. Rangnath Daulata Shewale** and accordingly the land was divided into three separate pot hissas.

- (c) Meanwhile **Mr. Shripati Daulata Shewale** expired in the year 1965 leaving behind him widow **Smt. Shevantabai**, son **Prabhakar** and married daughter **Mrs. Kusum Vasantraj Chavan**. The said heirs filed a **Civil Suit No. 379/1978** in the Court of Civil Judge Junior Division, Pune against **Mr. Maruti Daulata Shewale, Mr. Dattatraya Daulata Shewale and Mr. Rangnath Daulata Shewale** for partition. The Hon'ble Court decreed the said suit on **10/08/1987**. Being aggrieved and dissatisfied from the judgment and order passed in the said suit **Mr. Maruti Daulata Shewale, Mr. Dattatraya Daulata Shewale and Mr. Rangnath Daulata Shewale** preferred a **Civil Appeal bearing No. 1169/1987** in the Court of Hon'ble District Judge, Pune. The Hon'ble Court dismissed the said appeal. A separate hissa bearing **Survey No. 65A, Hissa No. 2A/4** admeasuring **00 Hector 08 Ares** was given to the share of **Mr. Prabhakar Shripati Shewale, Smt. Shevantabai Shripati Shewale and Mrs. Kusum Vasantrao Chavan**. The aforesaid land bearing **Survey No. 65A, Hissa No. 2C/3** admeasuring an area **00 Hector 8.75 Ares** was given to the share of **Mr. Rangnath Daulata Shewale**. The aforesaid effect has been recorded to the record of rights vide **Mutation Entry No. 14406. By Sale Deed, dated-23/12/1998 (1) Mr. Rangnath Daulatrao Shewale** alongwith **(2) Mr. Jagannath Rangnath Shewale** for self and as a natural and legal guardian father of minor children-**Kumari Deepali, Kumari Vrushali and Master Pravin, (3) Mrs. Vijaya Jagannath Shewale, (4) Mr. Surendra Rangnath Shewale** for self and as a natural and legal guardian father of minor children-**Master Pritam and Master Nikhil, (5) Mrs. Sunita Surendra Shewale, (6) Mr. Amrut Rangnath Shewale** for self and as a natural and legal guardian father of minor daughter-**Kumari Shivani, (7) Mrs. Asha Amrut Shewale and (8) Mr. Ravindra Rangnath Shewale** sold, transferred, conveyed and assigned the said land to **Mr. Suresh Harakchand Parakh**. The said **Sale Deed, dated-23/12/1998** has been registered in the office of **Sub Registrar Haveli No. 3 at Serial No. 6509/98** on the same day.
- (d) The name of **Mr. Suresh Harakchand Parakh** was entered in the record of rights as the owner of the said land vide **Mutation Entry No. 18895**.
- v] Land bearing **Survey No.65A, Hissa No. 2C/1** admeasuring an area **00 Hector 8.75 Ares** –
- (a) The said land was earlier a part of land bearing **Survey No. 65A, Hissa No. 2C** admeasuring an area **00 Hector 34 Ares** which was owned by **Mr. Daulata Genu Shewale**. **Mr. Daulata Genu Shewale** expired intestate on **09/07/1995** leaving behind him four sons viz. **Maruti, Shripati, Dattatraya and Rangnath**. The name of **Mr. Maruti Daulata Shewale** was entered in the record of rights as the **Karta of HUF**.



- (b) It is seen from **Mutation Entry No. 12413** that, **Mr. Maruti Daulata Shewale** applied to the Tahasildar, Haveli for partition u/s. 85 of the Maharashtra Land Revenue Code, 1996 in **case No. 38/83**. The Tahasildar, Haveli by his **Order, dated-17/11/1983** allowed the application. By virtue of the said order the land bearing **Survey No. 65A/2C** was sub-divided into three parts and the said parts were given to the share of **Mr. Maruti Daulata Shewale, Mr. Dattatraya Daulata Shewale and Mr. Rangnath Daulata Shewale** and accordingly the land was sub-divided into three separate pot hissas.
- (c) Meanwhile **Mr. Shripati Daulata Shewale** expired in the year 1965 leaving behind him widow **Smt. Shevantabai**, son **Prabhakar** and married daughter **Mrs. Kusum Vasantraj Chavan**. The said heirs filed a **Civil Suit No. 379/1978** in the Court of Civil Judge Junior Division, Pune against **Mr. Maruti Daulata Shewale, Mr. Dattatraya Daulata Shewale and Mr. Rangnath Daulata Shewale** for partition. The Hon'ble Court decreed the said suit on **10/08/1987**. Being aggrieved and dissatisfied from the judgment and order passed in the said suit **Mr. Maruti Daulata Shewale, Mr. Dattatraya Daulata Shewale and Mr. Rangnath Daulata Shewale** preferred a **Civil Appeal bearing No. 1169/1987** in the Court of Hon'ble District Judge, Pune. The Hon'ble Court dismissed the said appeal. A separate hissa bearing **Survey No. 65A, Hissa No. 2A/4** admeasuring **00 Hector 08 Ares** was given to the share of **Mr. Prabhakar Shripati Shewale, Smt. Shevantabai Shripati Shewale and Mrs. Kusum Vasantraj Chavan**. The aforesaid land bearing **Survey No. 65A, Hissa No. 2C/1** admeasuring an area **00 Hector 8.75 Ares** was given to the share of **Mr. Maruti Daulata Shewale**. The aforesaid effect has been recorded to the record of rights vide **Mutation Entry No. 14406**.
- (d) It is seen from **Mutation Entry No. 17933** that, **Mr. Maruti Daulata Shewale** expired on **14/11/2001** leaving behind him three sons – **Namdeo, Vasant and Yuvraj**, three married daughters – **Smt. Suman Vasantraj Jagtap, Mrs. Shobha Ravindra Bhadale and Mrs. Manda Madan Walke** and widow **Smt. Anjanabai** as his legal heirs and representatives.
- (e) By **Sale Deed, dated-28/11/2005** (1) **Smt. Anjanabai Maruti Shewale**, (2) **Mr. Vasant Maruti Shewale** for self and as a natural and legal guardian father of minor daughter-**Kumari Radhika**, (3) **Mrs. Narmada Vasant Shewale**, (4) **Mr. Prashant Vasant Shewale**, (5) **Ms. Priya Vasant Shewale**, (6) **Mr. Yuvraj Maruti Shewale** for self and as a natural and legal guardian father of minor children-**Master Sumit and Master Pratik**, (5) **Mrs. Bharati Yuvraj Shewale**, (6) **Mrs. Shobha Ravindra Bhadale** and (7) **Mrs. Manda Madan Walke** sold, transferred, conveyed and assigned their 5/7<sup>th</sup> undivided share in the said land to **Mr. Suresh Harakchand Parakh**. The said **Sale Deed, dated-28/11/2005** has

been registered in the office of **Sub Registrar Haveli No. 3 at Serial No. 7150/2005** on the same day.

(f) By another **Sale Deed, dated-02/12/2005** (1)Mr. Namdeo Maruti Shewale, (2)Mrs. Parvati Namdeo Shewale, (3) Mrs. Vidya Deepak Zore, (4) Mrs. Varsha Yashwant Khutwad, (5) Mrs. Kalpana Rajiv Bhadale, (6) Mrs. Rupali Samir Dhanvat, (7) Smt. Suman Vasant Rao Jagtap sold, transferred, conveyed and assigned their 2/7<sup>th</sup> undivided share in the said land to **Mr. Suresh Harakchand Parakh**. The said **Sale Deed, dated-02/12/2005** has been registered in the office of **Sub Registrar Haveli No. 3 at Serial No. 7315/2005** on the same day.

(g) The name of **Mr. Suresh Harakchand Parakh** was entered in the record of rights as the owner of the said land vide **Mutation Entry Nos. 19993 and 19994**.

vi] Land bearing **Survey No. 65, Hissa No. 2/G** admeasuring an area **00 Hector 30 Ares** –

(a) The said land was earlier owned by **Late Mr. Sitaram Shewale** who expired before the year 1956. **Late Mr. Sitaram Shewale** had five sons–**Nivrutti, Namdeo, Balwant, Ramchandra and Dnyanoba**. The name of **Mr. Nivrutti Sitaram Shewale** was entered in the record of rights as the **Karta of HUF**. **Mr. Nivrutti Sitaram Shewale** expired intestate on **15/04/1968**. **Mr. Nivrutti Sitaram Shewale** had the following heirs– two widows **Smt. Godabai and Smt. Narmadabai**, minor son **Manohar**, minor daughter **Samita** and four brothers– **Namdeo, Balwant, Ramchandra and Dnyanoba**. However, only the names of **Manohar Nivrutti Shewale and Samita Nivrutti Shewale** through their natural and legal guardian mothers **Smt. Godabai and Smt. Narmadabai Nivrutti Shewale** were entered in the record of rights vide **Mutation Entry No. 4786**.

(b) A partition took place amongst the heirs of **Late Mr. Sitaram Shewale**. By virtue of said partition the aforesaid land was allotted to the share of **Mr. Namdeo, Mr. Dnyanoba and Mr. Ramchandra Sitaram Shewale**. The name of **Mr. Namdeo Sitaram Shewale** was entered in the record of rights of the said land vide **Mutation Entry No.4820**.

(c) By **Development Agreement, dated-08/05/2006** (1)Mr. Namdeo Sitaram Shewale,(2)Smt. Kaushalya Namdeo Shewale, (3) Mr. Ramchandra Sitaram Shewale for self and as a natural and legal guardian father of minor son **Vishal**, (4)Mrs. Sindhu Ramchandra Shewale, (5)Mr.Kailas Ramchandra Shewale, (6) Mrs. Vandana Kantaram Kul, (7) Smt. Sulochana Dnyanoba Shewale, (8) Mr. Balasaheb Dnyanoba Shewale, (9) Mrs. Sunanda Balasaheb Shewale, (10) Mr. Sandeep Balasaheb

**Shewale, (11)Mrs. Sheetal Rahul Beldare, (12) Mr. Mohan Dnyanoba Shewale** for self and as a natural and legal guardian father of minor children- **Master Chetan and Master Saurabh (13) Mrs. Sandhya Mohan Shewale, (14) Mrs. Sanjeevani Vasant Ghule, (15) Mrs. Malan Babasaheb Thorat** granted development rights of the said land to **the Promoter herein** and also executed a **Power of Attorney, dated-08/05/2006** in favour of **the Promoter herein** authorizing him to do all acts deeds and things as mentioned therein. The said **Development Agreement and Power of Attorney, both dated-08/05/2006** have been registered in the office of **Sub Registrar Haveli No. 3 at Serial Nos. 3807/2006 and 3808/2006 on 10/05/2006.**

(d) Thereafter by **Sale Deed, dated-20/05/2011 (1) Late Mr. Namdeo Sitaram Shewale** through his legal heir **Smt. Kaushalya Namdeo Shewale, (2)Smt. Kaushalya Namdeo Shewale, (3) Mr. Ramchandra Sitaram Shewale** for self and as a natural and legal guardian father of minor son **Vishal, (4)Mrs. Sindhu Ramchandra Shewale, (5)Mr. Kailas Ramchandra Shewale, (6) Mrs. Vandana Kantaram Kul, (7)Smt. Sulochana Dnyanoba Shewale, (8)Mr. Balasaheb Dnyanoba Shewale, (9) Mrs.Sunanda Balasaheb Shewale, (10)Mr. Sandeep Balasaheb Shewale, (11)Mrs. Sheetal Rahul Beldare, (12)Mr. Mohan Dnyanoba Shewale** for self and as a natural and legal guardian father of minor children- **Master Chetan and Master Saurabh, (13)Mrs. Sandhya Mohan Shewale, (14)Mrs. Sanjeevani Vasant Ghule, (15)Mrs. Malan Babasaheb Thorat** all through their constituted attorney **the Promoter herein** sold, transferred, conveyed and assigned the said land to **Mr. Suresh Harakchand Parakh.** The said **Sale Deed, dated-20/05/2011** has been registered in the office of **Sub Registrar Haveli No. 12 at Serial No. 4110/2011** on the same day.

(e) The name of **Mr. Suresh Harakchand Parakh** was entered to the record of rights as the owner of the said land vide **Mutation Entry No.2879.**

vii] Land bearing **Survey No.65, Hissa No.3/2** admeasuring an area **00 Hector 80 Ares :-**

(a) The aforesaid land was earlier a part of **Survey No. 65/3** admeasuring **01 Hector 31 Ares** which was previously owned by **Mr.Vitthal Narayan Kedari.** It is seen from **Mutation Entry No.2734** that, **Mr. Vitthal Narayan Kedari** expired at Pune on **20/09/1946.** Before his demise he had made a **Will, dated-22/09/1945** by which he bequeathed the aforesaid land to his son **Mr. Raman Vitthal Kedari.**

(b) It is seen from **Mutation Entry No.13044** that, **Mr. Raman Vitthal Kedari** sold land admeasuring **00 Hector 80**

**Ares to Mr. Avinash Raman Kedari by Sale Deed, dated-25/11/1987.** By virtue of the said **Sale Deed** the land bearing **Survey No. 65/3** was sub-divided into two pot-hissas – **(1) Survey No. 65, Hissa No. 3/1** admeasuring **00 Hector 51 Ares** owned by **Mr. Raman Vitthal Kedari** and **(2) Survey No. 65, Hissa No. 3/2**, admeasuring **00 Hector 80 Ares** owned by **Mr. Avinash Raman Kedari**.

- (c) By **Sale Deed, dated-22/08/1995** **Mr. Avinash Raman Kedari** with the consent of **Mr. Raman Vitthal Kedari, Mrs. Nirmala Raman Kedari, Mr. Pradeep Raman Kedari, Mr. Jayant Raman Kedari, Mr. Vilas Raman Kedari** and **Mrs. Neeta Rajendra Sontakke** sold, transferred, conveyed and assigned the aforesaid land to **Mr. Suresh Harakchand Parakh**. The said **Sale Deed, dated-22/08/1995** was lodged for registration in the office of **Sub-Registrar Haveli No.3** at **Sr.No.7012/1995** and was registered at **Sr. No.5600/1997** on **21/08/1997**.
- (g) The name of **Mr. Suresh Harakchand Parakh** was entered in the records of rights as the owner of the aforesaid land vide **Mutation Entry Nos. 15819**.
- (h) It is seen from **Mutation Entry No. 20821** that, land admeasuring **49 sq. mtrs.** has been acquired by Government for the purpose of widening of the National Highway from the aforesaid land.
- viii] Land bearing **Survey No.65, Hissa No.2C/4** admeasuring an area **00 Hector 08 Ares** –
- (a) The said land was earlier a part of land bearing **Survey No. 65A, Hissa No. 2C** admeasuring an area **00 Hector 34 Ares** which was owned by **Mr. Daulata Genu Shewale**. **Mr. Daulata Genu Shewale** expired intestate on **09/07/1995** leaving behind him four sons viz. **Maruti, Shripati, Dattatraya and Rangnath**. The name of **Mr. Maruti Daulata Shewale** was entered in the record of rights as the **Karta of HUF**.
- (b) It is seen from **Mutation Entry No.12413** that, **Mr. Maruti Daulata Shewale** applied to the Tahasildar, Haveli for partition u/s. 85 of the Maharashtra Land Revenue Code, 1996 in **case No. 38/83**. The Tahasildar, Haveli by his **Order, dated-17/11/1983** allowed the application. By virtue of the said order the land bearing **Survey No. 65A/2C** was sub-divided into three parts and the said parts were given to the share of **Mr. Maruti Daulata Shewale, Mr. Dattatraya Daulata Shewale** and **Mr. Rangnath Daulata Shewale** and accordingly the land was divided into three separate pot hissas.

- (c) Meanwhile **Mr. Shripati Daulata Shewale** expired in the year 1965 leaving behind him widow **Smt. Shevantabai**, son **Prabhakar** and married daughter **Mrs. Kusum Vasantraj Chavan**. The said heirs filed a **Civil Suit No. 379/1978** in the Court of Civil Judge Junior Division, Pune against **Mr. Maruti Daulata Shewale, Mr. Dattatraya Daulata Shewale and Mr. Rangnath Daulata Shewale** for partition. The Hon'ble Court decreed the said suit on **10/08/1987**. Being aggrieved and dissatisfied from the judgment and order passed in the said suit **Mr. Maruti Daulata Shewale, Mr. Dattatraya Daulata Shewale and Mr. Rangnath Daulata Shewale** preferred a **Civil Appeal bearing No. 1169/1987** in the Court of Hon'ble District Judge, Pune. The Hon'ble Court dismissed the said appeal. A separate hissa bearing **Survey No. 65A, Hissa No. 2C/4** admeasuring **00 Hector 08 Ares** was given to the share of **Mr. Prabhakar Shripati Shewale, Smt. Shevantabai Shripati Shewale and Mrs. Kusum Vasantrao Chavan**. The aforesaid effect has been recorded to the record of rights vide **Mutation Entry No. 14406**.
- (d) By **Sale Deed, dated-13/01/1999** (1) **Smt. Shevantabai Shripati Shewale**, (2) **Mr. Prabhakar Shripati Shewale**, (3) **Mrs. Shakuntala Prabhakar Shewale**, (4) **Mr. Rajesh Prabhakar Shewale**, (5) **Mr. Vijay Prabhakar Shewale**, (6) **Ms. Vaishali Prabhakar Shewale**, (7) **Mrs. Kusum Vasantrao Chavan** sold, transferred, conveyed and assigned the said land to **Mr. Harakchand Kesharchand Parakh**. The said **Sale Deed, dated-13/01/1999** has been registered in the office of **Sub Registrar Haveli No. 3 at Serial No. 261/1999** on **14/09/1999**.
- (e) The name of **Mr. Harakchand Kesharchand Parakh** was entered in the record of rights as the owner of the said land vide **Mutation Entry No. 19772**.
- ix] It is seen from **Mutation Entry No. 26777** that, the Promoter herein, **Mr. Suresh Harakchand Parakh and Mr. Harakchand Kesharchand Parakh** submitted an application to the **Tahasildar, Haveli** for the amalgamation of all the aforesaid lands into one single property. The **Tahasildar** by his **order No. 3228/2011, dated-09/04/2012** allowed the said application and by virtue of the said order all the aforesaid lands were amalgamated into one single property bearing **Survey No.65, Hissa No.2A + 2B + A/2C/1 + A/2C/2 + A/2C/3 + A/2C/4 + 2D + 2E + 2F + 2G + 3/1 + 3/2** totally admeasuring an area **02 Hectors 95 Ares** assessed at **16 Rs. 29 Paise** i.e. the said property No.1. Out of the said property No.1, an area admeasuring **00 Hector 67 Ares** was owned by **Mr. Harakchand Kesharchand Parakh**, area admeasuring **01 Hector 00.75 Ares** was owned by the Promoter herein, area admeasuring **01 Hector 27.25 Ares** was owned by **Mr. Suresh Harakchand Parakh**.

- x] By **Gift Deed, dated-31/03/2012 Mr. Harakchand Kesharchand Parakh** transferred by way of gift his share of land admeasuring **00 Hector 67 Ares** out of the said property No.1 to the Promoter herein. The said **Gift Deed, dated-31/03/2012** has been registered in the office of **Sub Registrar Haveli No. 12, at serial No. 3295/2012 on 17/05/2012**. The name of **Mr. Harakchand Kesharchand Parakh** has been deleted from the record of rights vide **Mutation Entry No. 26866**.
- xi] By **Gift Deed, dated-31/03/2012 Mr. Suresh Harakchand Parakh** transferred by way of gift his share of land admeasuring **01 Hector 27.25 Ares** out of the said property No.1 to the Promoter herein. The said **Gift Deed, dated-31/03/2012** has been registered in the office of **Sub Registrar Haveli No.12, at Serial No. 3296/2012 on 17/05/2012**. The name of **Mr. Harakchand Kesharchand Parakh** has been deleted from the record of rights vide **Mutation Entry No. 26867**.
- xii] By virtue of aforesaid deeds and documents, the Promoter herein became the absolute owner of the said property No.1 admeasuring **02 Hectors 95 Ares**.
- B] Land bearing Survey No.65A/4/2/1A/1A admeasuring an area 00 Hectare 36 Ares i.e. the said property No.2 and Survey No.65A/4/2/1A/2 admeasuring an area 00 Hectare 45 Ares i.e. the said property No.3 :-**
- i] The said property Nos. 2 & 3 were earlier a part of **Survey No.65A/4** [hereinafter referred to as "**the said land**"] totally admeasuring an area **08 Acres 39 Gunthas** which were owned by **Mr. Dagdu Mahadu Tupe** since the year 1931.
- ii] One **Mr. Aftab Ahmed Mahatab Khan** filed a **Civil Suit No.1301/1931** against **Mr. Dagdu Mahadu Tupe**. As per the Judgement and Order in the said civil suit the said land bearing **Survey No.65A/4** was recorded in the name of **Mr. Aftab Ahmed Mahatab Khan** to the 7/12 extract vide **Mutation Entry No.1914, dated-02/09/1938**.
- iii] There was a tenant named **Mr. Devba Maruti Rupner** in the said land and his name was recorded to the 7/12 extract vide **Mutation Entry No.2553, dated-15/09/1948** in the other rights column.
- iv] It is seen from **Mutation Entry No.4139, dated-27/10/1963** that, as per the **Order, dated-30/08/1963 in Case No.1127/1957** of the Revenue Officer, **Mr. Devba Maruti Rupner** was given **Certificate bearing No.A.L.T./12/63** u/s. 32M of the Bombay Tenancy and Agricultural Lands Act and the name of **Mr. Aftab Ahmed Mahatab Khan** was deleted and the name of **Mr. Devba**

**Maruti Rupner** was recorded to the kabjedar column by the said mutation entry.

v] It is seen from **Mutation Entry No.4913, dated-06/05/1969** that, as per the **Order, dated-25/01/1969** of the Tahasildar and as per Section 32P of the Bombay Tenancy and Agricultural Lands Act an area admeasuring **01 Hectare 82 Ares** out of the said land was given to **Mr. Anwar Ahmed Khan Aftab Ahmed Khan**. The land bearing **Survey No.65A/4** was subdivided into two parts- **Survey No.65A/4/1** admeasuring **01 Hectare 80 Ares** and **Survey No.65A/4/2** admeasuring **01 Hectare 82 Ares**. The land admeasuring **01 Hectare 82 Ares** bearing **Survey No.65A/4/2** was recorded in the name of **Mr. Anwar Ahmed Khan Aftab Ahmed Khan**. The land admeasuring **01 Hectare 80 Ares** bearing **Survey No.65A/4/1** was recorded in the name of **Mr. Devba Maruti Rupner**.

vi] It is seen from **Mutation Entry Nos. 11026, 11027, 11028 and 11029, all dated-28/02/1974** that, **Mr. Anwar Ahmed Khan Aftab Ahmed Khan and Haji Aftab Khan** [forself and as a power of attorney holder of **Gulam Murtazakhan Raji Aftab Ahmed Khan Zebunisa Mard Mohammad Shafi**], **Mr. Haji Mukhtar Anwar Ahmed Khan and Mr. Mohammad Yusuf Anwar Ahmed Khan** by different sale deeds sold the land admeasuring **01 Hectare 82 Ares** bearing **Survey No.65A/4/2** to the following persons and by virtue of the said sale, the land bearing **Survey No.65A/4/2** was further sub-divided as under :--

Survey No.	Area	Name
65A/4/2/2	47 Ares	Mr. Narhari Narayan Takale
65A/4/2/1B	45 Ares	Mr. Sambhaji Narhari Takale
65A/4/2/1A/2	45 Ares	Mr. Dilip Narhari Takale
65A/4/2/1A/1	45 Ares	Mr. Rajendra Narhari Takale

vii] It is seen from **Mutation Entry No.12506, dated-18/07/1984** that, **Mr. Narhari Narayan Takale** expired on **12/11/1983** leaving behind him widow-**Smt. Indubai**, three sons- **Sambhaji, Dilip and Rajendra** and three married daughters-**Mrs. Baidabai Rajasaheb Tarde, Mrs. Sushilabai Bhausahab Nimbalkar and Mrs. Nanda Jivanram Chavan**. The names of the said legal heirs were entered to the 7/12 extract by the said mutation entry.

viii] It is seen from **Mutation Entry No.12980, dated-23/02/1988** that, by **Sale Deed, dated-04/02/1988** **Mr. Rajendra Narhari Takale** sold land admeasuring **00 Hectare 09 Ares** out of **Survey No.65A/4/2/1A/1** to **Mr. Anil Dnyanoba Ghule**. The land admeasuring **09 Ares** sold to **Mr. Anil Dnyanoba Ghule** was given **Survey No.65A/4/2/1A/1B** and the remaining land admeasuring

**00 Hectare 36 Ares** retained by **Mr. Rajendra Narhari Takale** was given **Survey No.65A/4/2/1A/1A**.

- ix] It is seen from **Mutation Entry No.15073, dated-11/02/1997** that, by **Sale deed, dated-07/11/1996** registered in the office of **Sub-Registrar Haveli No.3 at Sr. No.7965/1996 Mr.Rajendra Narhari Takale** sold land admeasuring **00 Hectare 16 Ares** out of **Survey No.65A/4/2/1A/1A** to **Mr. Lalu Sakharam Maghare**.
- x] It is seen from **Mutation Entry No.15074, dated-11/02/1997** that, by **Sale deed, dated-07/11/1996** registered in the office of **Sub-Registrar Haveli No.3 at Sr. No.7956/1996 Mr. Rajendra Narhari Takale** sold land admeasuring **00 Hectare 10 Ares** out of **Survey No.65A/4/2/1A/1A** to **Mr. Sachin Lalu Maghare**.
- xi] It is seen from **Mutation Entry No.15075, dated-07/11/1996** that, by **Sale deed, dated-07/11/1996** registered in the office of **Sub-Registrar Haveli No.3 at Sr. No.7966/1996 Mr. Rajendra Narhari Takale** sold the remaining land admeasuring **00 Hectare 10 Ares** out of **Survey No.65A/4/2/1A/1A** to **Mr. Satish Lalu Maghare**.
- xii] It is seen from **Mutation Entry No.14484, dated-14/03/1995** that, by **Sale deed, dated-30/08/1991** registered in the office of **Sub-Registrar Haveli at Sr. No.11763/1991 Mr. Dilip Narhari Takale** sold land admeasuring **00 Hectare 01 Are** out of **Survey No.65A/4/2/1A/2** totally admeasuring **00 Hectare 45 Ares** to **Mr. Shabbir Husain Shaikh**.
- xiii] It is seen from **Mutation Entry No.15079, dated-11/02/1997** that, by **Sale deed, dated-07/11/1996** registered in the office of **Sub-Registrar Haveli No.3 at Sr. No.7968/1996 Mr. Dilip Narhari Takale** sold land admeasuring **00 Hectare 14 Ares** out of **Survey No.65A/4/2/1A/2** to **Mrs. Sarubai Lalu Maghare**.
- xiv] It is seen from **Mutation Entry No.15076, dated-11/02/1997** that, by **Sale deed, dated-07/11/1996** registered in the office of **Sub-Registrar Haveli No.3 at Sr. No.7969/1996 Mr. Dilip Narhari Takale** sold land admeasuring **00 Hectare 10 Ares** out of **Survey No.65A/4/2/1A/2** to **Mr. Sachin Lalu Maghare**.
- xv] It is seen from **Mutation Entry No.15077, dated-11/02/1997** that, by **Sale deed, dated-07/11/1996** registered in the office of **Sub-Registrar Haveli No.3 at Sr. No.7967/1996 Mr. Dilip Narhari Takale** sold land admeasuring **00 Hectare 10 Ares** out of **Survey No.65A/4/2/1A/2** to **Ms. Savita Lalu Maghare**.
- xvi] It is seen from **Mutation Entry No.15078, dated-11/02/1997** that, by **Sale deed, dated-07/11/1996** registered in the office of **Sub-Registrar Haveli No.3 at Sr. No.7964/1996 Mr. Dilip**



**Narhari Takale** sold the remaining land admeasuring **00 Hectare 10 Ares** out of **Survey No.65A/4/2/1A/2** to **Ms. Sujata Lalu Maghare**.

xvii] It is seen from **Mutation Entry No.15083, dated-11/02/1997** that, by **Sale deed, dated-19/11/1996** registered in the office of **Sub-Registrar Haveli No.3 at Sr. No.9245/1996 Mr.Shabbir Husain Shaikh** sold land admeasuring **00 Hectare 01 Are** out of **Survey No.65A/4/2/1A/2** to **Mr. Haribhau Ramchandra Bhagat**.

xviii] Thus by virtue of the above said sale deeds the said properties were owned by the following persons –

<b>Survey No.</b>	<b>Area</b>	<b>Name of the owners</b>
65A/4/2/1A/1A	10 Ares	Mr. Satish Lalu Maghare
65A/4/2/1A/1A	16 Ares	Mr. Lalu Sakharam Maghare
65A/4/2/1A/1A	10 Ares	Mr. Sachin Lalu Maghare
Total	36 Ares	
<b>Survey No.</b>	<b>Area</b>	<b>Name of the owners</b>
65A/4/2/1A/2	01 Are	Mr.Haribhau Ramchandra Bhagat
65A/4/2/1A/2	10 Ares	Ms. Savita Lalu Maghare
65A/4/2/1A/2	10 Ares	Mr. Sachin Lalu Maghare
65A/4/2/1A/2	10 Ares	Ms. Sujata Lalu Maghare
65A/4/2/1A/2	14 Ares	Mrs. Sarubai Lalu Maghare
Total	45 Ares	

xix] One **Mr. Suresh Harakchand Parakh** filed a **Special Civil Suit No.148/2008** in the court of Civil Judge Senior Division Pune for specific performance against **Mr. Satish Lalu Maghare, Mr. Lalu Sakharam Maghare, Mr. Sachin Lalu Maghare, Mr. Haribhau Ramchandra Bhagat, Ms. Savita Lalu Maghare, Mr. Sachin Lalu Maghare, Ms. Sujata Lalu Maghare, Mrs. Sarubai Lalu Maghare** [hereinafter for the sake of brevity referred to as "**the said owners**"]. In the said suit the **Hon'ble Civil Judge Senior Division Pune** delivered its judgment on **12/02/2009** whereby the Hon'ble Court ordered that, the said owners shall refund the amount of **Rs.30,000/-** to **Mr. Suresh Harakchand Parakh** alongwith interest. Aggrieved by the said order and judgment **Mr. Suresh Harakchand Parakh** preferred an **Appeal bearing No. 592/2009** against the said owners in the Court of Hon'ble High Court of Judicature at Bombay. Thereafter a compromise was entered between the said owners and **Mr. Suresh Harakchand Parakh** and by virtue of the said compromise the said appeal was withdrawn by **Mr. Suresh Harakchand Parakh**.

- xxi] In the meantime by **Agreement for sale, dated-17/10/2012** the said owners with the consent of **Mr. Suresh Harakchand Parakh** agreed to sell, transfer, convey and assign the said property Nos.2 & 3 to the Promoter herein. The said **Agreement for Sale, dated-17/10/2012** has been registered in the office of **Sub-Registrar Haveli No.12 at Sr. No.7998/2012** on the same day.
- xxii] In pursuance of the said **Agreement for Sale, dated-17/10/2012** and upon the receipt of the entire consideration amount the said owners with the consent of **Mr. Suresh Harakchand Parakh** executed a **Sale Deed, dated-16/01/2013** in favour of the Promoter herein thereby selling, transferring, conveying and assigning the said property Nos. 2 & 3 to the Promoter herein. The said **Sale Deed, dated-16/01/2013** has been registered in the office of **Sub-Registrar Haveli No.12 at Sr. No.468/2013** on the same day.
- xxiii] The name of the Promoter herein has been entered in the record of rights of the said property Nos. 2 & 3 vide **Mutation Entry No.27307, dated-08/02/2013**. Thus in the aforesaid manner the Promoter herein derived and acquired title to the said property Nos. 2 & 3.
- xxiv] Meanwhile **Mr. Abhijeet Dilip Takale, Mr. Amit Dilip Takale and Mr. Rohit Rajendra Takale** filed a **Regular Civil Suit No.1035/2010** for partition in the **Court of Civil Judge Senior Division, Pune** against [1]Smt. Indubai Narhari Takale, [2]Mr. Dilip Narhari Takale, [3] Mr. Rajendra Narhari Takale, [4] Mr. Lalu Sakharam Maghare, [5] Mr. Sachin Lalu Maghare, [6] Mr. Satish Lalu Maghare, [7] Smt. Savita Lalu Maghare, [8] Smt. Sujata Lalu Maghare, [9] Smt. Sarubai Lalu Maghare, [10] Mr. Haribhau Ramchandra Bhagat, [11] Mr. Pramod Sampat Bhagat, [12] Mr. Mahesh Haribhau Bhagat and others. **Mr. Abhijeet Dilip Takale, Mr. Amit Dilip Takale and Mr. Rohit Rajendra Takale** submitted an **Application, dated-04/02/2013** to the Civil Judge Senior Division, Pune in **Regular Civil Suit No.1035/2010** for the amendment of plaint for adding the Promoter herein and **Mr.Suresh Harakchand Parakh** as defendant Nos. 23 & 24. The Hon'ble court allowed the said application and the Promoter herein and **Mr. Suresh Harakchand Parakh** are added as defendants in the said suit. That thereafter the Plaintiffs in the Civil Suit No.1035/2010 i.e. Mr. Abhijeet Dilip Takle, Mr. Amit Dilip Takle and Mr. Rohit Rajendra Takle and the Defendant Nos. 23 & 24 i.e. Mr. Prakash Harakchand Parakh and Mr. Suresh Harakchand Parakh settled their dispute amicably out of the Court and accordingly filed a compromise purshis on 27/10/2016 whereby the Plaintiffs confirmed the ownership of Mr. Prakash Harakchand Parakh to the said properties and withdrew the suit against them.

Thus the said properties are now not the subject matter of any pending litigation.

xxv] It is seen from **Mutation Entry No.28335, dated-05/12/2013** that, the entry of pendency of **Civil Suit No. 1035/2010** has been made in the other rights column of the 7/12 extract of the said property Nos. 2 & 3.

**AND WHEREAS** the Promoter herein has decided to develop the said properties by constructing multi-storeyed buildings thereupon consisting of residential units and selling the same on ownership basis.

**AND WHEREAS** the Promoter herein has appointed **Parvez Jamadar and Associates** as his **Architect** and **JW Consultants LLP** as his **Structural Engineer** for the preparation of the drawing and structural design of the buildings which are under construction on the said properties. The Promoter has got approved the plans and specifications of the buildings to be constructed on the said property No.1 from the **Assistant Director of Town Planning vide order No.Layout/NABP/Village-Manjari Budruk/Taluka-Haveli/ Survey No.65 and others/SSP/3458, dated-12/07/2012**. The Collector, Pune vide his order **No. PMH/NA/SR/688/11, dated-09/06/2012** r. w. revised order **No. PMH/NA/SR/520/12, dated-25/09/2012** r. w. revised order **No. PMH/NA/SR/1185/14** granted his permission to the Promoter herein for **Non-Agricultural Use** of the said property No.1. Thereafter, the Promoter herein amalgamated the said property No.1 with the said property Nos. 2 & 3 and prepared a common layout of the said properties and obtained approval to the revised layout and building plans from the Assistant Director of Town Planning vide his letter **No.Layout/ NABP/ Village-Manjari Budruk/ Taluka-Haveli/Survey No.65/2A and others/SSP/2899, Dated-22/05/2014**. The Collector, Pune vide his revised **N.A. Order No.PMH/NA/SR/549/14, dated-27/08/2014** r. w. revised order **No. PMH/NA/SR/1185/14 dated-24/02/2015** granted his permission for non-agricultural use of the said properties.

**AND WHEREAS** thus the Promoter herein alone is entitled to develop the said properties and construct the buildings on the said properties and has exclusive right to sell, lease, mortgage etc. the flats, units, terraces, reserved/ restricted area, garden area, garage/out house etc. in the buildings which are under construction or to be constructed on the said properties by the Promoter and to enter into agreement/s with the Allottees, Mortgagees, Lessees etc. and to receive sale price or other amounts under whatsoever heads and deposit and charges in respect thereof.

**AND WHEREAS** the **Copy of the Certificate** of title issued by the Advocate of the Promoter, **7/12 extract** showing the nature

of the title of the Promoter to the said properties on which the buildings consisting of flats etc. are under construction and the copies of the **plans, layout, N.A. order and details of the unit** and specifications etc. as agreed to be provided have been annexed hereto and marked as **Annexure-A, B, C, D, E, F and G** respectively.

**AND WHEREAS** there are in all **10 number** of buildings in the project "**Grand Bay**". The Promoter has completed the construction work of **6 buildings** and obtained **Completion Certificate bearing No. PHA/MAU.MANJRI BK/S.NO 65 PART/P/1955,dated-02/11/2015 AND Completion Certificate bearing No.DP/BHA/MAU.MANRI BK/S.NO 65 PART/P 62/1718, dated-15/04/2018 from PMRDA.** The Promoter has commenced / will be commencing the construction work of 3 buildings viz A5, A6 AND B3 There is an amenity **space** admeasuring **5640 sq. mtrs.** Which may be developed by the Promoter as per its discretion or may handover the same to the local authority and utilize the FSI of the said amenity space on the **10<sup>th</sup> building AND Additional building the construction of which will be commenced by the Promoter in future. The said building No-B4 and additional building will consist of either residential or commercial or both as per the discretion of the Promoter.**

**AND WHEREAS** the Promoter has registered the project "**GRAND BAY**" for the building Nos.A5, A6, & B3 being constructed on the said properties under the provisions of the **Real Estate (Regulation and Development) Act, 2016** with the Real Estate Regulatory Authority at Sr. No.\_\_\_\_\_ and the copy of the certificate issued by the Real Estate Regulatory Authority has been annexed hereto and marked as "**Annexure-H**". The Promoter will register the building- **B4 and additional building** of the project 'GRAND BAY' under the provisions of the **Real Estate (Regulation and Development) Act, 2016** before the Promoter will start the advertisement and sale of the units of building No **B4 and additional building.**

**AND WHEREAS** the Allottee/s herein has/have demanded from the Promoter and the Promoter has given inspection to the Allottee/s of all the documents relating to the said properties and the plans, designs and specifications prepared by the aforesaid Architect of the Promoter and such other documents as are specified under the **Real Estate (Regulation and Development) Act, 2016** [Hereinafter referred to as '**THE SAID ACT**'] and rules made thereunder.

**AND WHEREAS** the Promoter herein has agreed to provide **amenities** in the said unit, which are more particularly described in the **Annexure-G** annexed hereto.

**AND WHEREAS** the Allottee/s herein is/are aware of the fact that the Promoter herein has entered or will enter into similar or separate agreement/s with several other person/s and party/ies in respect of the other flat/s, unit/s etc.

**AND WHEREAS** the Allottee/s herein applied to the Promoter for allotment of **Flat bearing No. \_\_\_\_\_ admeasuring a carpet area of \_\_\_\_\_ sq. ft. i.e. \_\_\_\_\_ sq. mtrs. alongwith the exclusive right to use enclosed balcony admeasuring an area \_\_\_\_\_ sq. ft. i.e \_\_\_\_\_ sq. mtrs., dry balcony admeasuring an area \_\_\_\_\_ sq. ft. i.e. \_\_\_\_\_ sq. mtrs. and adjacent terrace admeasuring an area \_\_\_\_\_ sq. ft. i.e. \_\_\_\_\_ sq. mtrs. in \_\_\_\_\_ building on the \_\_\_\_\_ floor** in the scheme known as “**Grandbay**” to be constructed on the said properties.

**AND WHEREAS** the carpet area of the said flat is \_\_\_\_\_ sq. mtrs. and “carpet area” means the net usable floor area of the unit, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said unit for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said unit for exclusive use of the Allottee/s but includes the area covered by the internal partition walls of the unit.

**AND WHEREAS** the parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this agreement and all applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter.

**AND WHEREAS** prior to the execution of these presents the Allottee/s has/ have paid to the Promoter a sum of Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_ only], being part payment of the sale price of the said unit agreed to be sold by the Promoter to the Allottee/s as advance payment (not exceeding 10% of the total consideration amount) (the payment and the receipt whereof the Promoter does hereby admit and acknowledge) and the Allottee/s has/ have agreed to pay to the Promoter the balance of the sale price in the manner hereinafter appearing.

**AND WHEREAS** u/s. 13 of the Real Estate (Regulation and Development) Act, 2016 the Promoter is required to execute a written Agreement for Sale of the said unit to the Allottee/s, being in fact these presents and also to register the said agreement under the Registration Act, 1908.

**AND WHEREAS** the Allottee/s herein is/are aware of the fact that the Promoter herein has entered or will enter into similar or separate agreement/s with several other person/s and party/ies in respect of the other flat/s etc.

**AND WHEREAS** 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/s hereby agree/s to purchase the unit.

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

**1} CONSTRUCTION :-**

The sanction to the building plan/s in respect of the buildings which are under construction or to be constructed on the said properties has been obtained from the Town Planning Authority and the Promoter herein shall continue to construct and complete the construction of the buildings on the said properties in accordance with the plans, designs and specifications approved or to be approved by the concerned Local Authority or within the buildings construction rules and regulations of the Local Authority. The approved plan has been seen and approved by the Allottee/s subject to such alterations and modifications as the Promoter in his sole discretion may think fit and necessary or may be required by the concerned Local Authority/Government to be made in the same.

**2} ALTERATION AND MODIFICATION IN SANCTIONED BUILDING/S PLANS :-**

The Allottee/s hereby agree/s and give/s his / her / their irrevocable consent to the Promoter herein to carry out such alterations, modifications in the sanctioned plans as the Promoter in his sole discretion think fit and proper and/or such modifications and alterations which are necessary in pursuance of any law, rule, regulation, order or request made by the local authority, planning authority, competent authority or Government or any officer of any local authority or Government provided that the Promoter shall have to inform in writing to the Allottee if such alterations and modifications adversely affect the said unit of the Allottee/s. The Promoter has made the Allottee/s aware and the Allottee/s hereby give/s explicit no objection and irrevocable consent to the Promoter to prepare the new/ revised layout and building plans even by shifting the locations of the open space, position of dust bins, transformer plinths etc. adding new floors/buildings etc and to submit the same to the requisite authorities and obtain their sanctions and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter, and for the said purposes to sign all plans, without in any manner making the Allottee/s liable for any costs and affecting his/her/their interest.

**3} CONSIDERATION OF THE UNIT:-**

Relying upon the Allottee/s representation and the assurance, the Promoter herein has agreed to sell and the Allottee/s herein has/have agreed to purchase the **Flat bearing No. \_\_\_\_\_ admeasuring a carpet area of \_\_\_\_\_ sq. ft. i.e. \_\_\_\_\_ sq. mtrs. alongwith the exclusive right to use enclosed balcony admeasuring an area \_\_\_ sq. ft. i.e \_\_\_\_\_ sq. mtrs., dry balcony admeasuring an area \_\_\_ sq. ft. i.e. \_\_\_ sq. mtrs. and adjacent terrace admeasuring an area \_\_\_\_\_ sq. ft. i.e. \_\_\_\_\_ sq. mtrs. in \_\_\_ building on the \_\_\_\_\_ floor** in the scheme known as “**Grandbay**” along with the appurtenances thereto and the said flat along with appurtenance thereto is more particularly described in the **Annexure–F** annexed hereto and is hereinafter for the aforesaid premises referred to or called as ‘**The Said unit**’ at or for the total consideration of **Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_ only]** which is including the price for the proportionate share of the common areas and facilities appurtenant to the premises, the nature, extent and description of the limited common areas and facilities which are more particularly described in the Schedule-IV written hereunder.

The said consideration price is inclusive of following expenses which shall be borne and paid by the Promoter -

- a) legal charges, consultant’s fee, typing and incidental expenses.
- b) share money, application entrance fee of the society.
- c) charges for formation and registration of society/federation/ apex body etc. i.e the Ultimate Body.
- d) M.S.E.B. meter deposit, transformer charges, if any, common meter installation charges and misc. expenses etc.

However, the stamp duty and registration fees as well as Service Tax, GST, VAT or any new tax that may be levied by the Central or State Government for the sale of the said unit, the same shall be borne and paid by the Allottee/s alone.

The nature, extent and description of the common areas and facilities, which are more particularly described in the **Schedule-II** written hereunder and the Promoter herein has agreed to provide the amenities in the said unit which are more particularly described in the **Annexure–H** annexed hereto.

#### 4} **PAYMENT IN INSTALLMENTS :-**

The total agreed consideration as mentioned hereinabove is **Rs. \_\_\_\_\_/- [Rupees \_\_\_\_\_ only]**. The Allottee herein shall pay the aforesaid agreed consideration to the Promoter herein in the following manner :-

Percentage	Particulars	Amount
10%	At the time of booking	
20%	Within a period of 30 days from the date of execution of this agreement	
10%	Completion of plinth with stilt car parking	
5%	Casting of 2 <sup>nd</sup> slab	
5%	Casting of 4 <sup>th</sup> slab	
5%	Casting of 6 <sup>th</sup> slab	
5%	Casting of 8 <sup>th</sup> slab	
5%	Casting of 10 <sup>th</sup> slab	
5%	Casting of 12 <sup>th</sup> slab	
5%	On completion of walls, internal plaster, flooring, doors and windows of the unit	
5%	On completion of staircases, lift wells, lobbies upto the floor level of the said unit	
5%	On completion of the external plumbing and external plaster, elevation, terraces with water proofing of the building or wing in which the unit is located.	
10%	On completion of lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain	
5%	At the time of handing over of possession of the unit	
<b>100%</b>	<b>TOTAL CONSIDERATION</b>	

Prior to the execution of these presents the Allottees herein has/have paid an amount of **Rs. \_\_\_\_\_/- [Rupees \_\_\_\_\_ only]** to the Promoter being **10%** of the total consideration amount as stated in **1<sup>st</sup> stage** hereinabove and the receipt whereof the Promoter herein does hereby admit and acknowledge. The Allottee shall pay the remaining consideration amount of **Rs. \_\_\_\_\_/- [Rupees \_\_\_\_\_ only]** as per the stages of construction hereinabove.

The Allottee/s herein shall make the payments of the aforesaid consideration to the promoter by any of the following modes of payment namely demand draft/ cheque/ RTGS, before



due date or within seven days from the Allottee/s receiving the written intimation from the Promoter.

It is hereby agreed that the time for payment as specified above is the essence of this agreement and failure of the Allottee/s to pay the same before due date or within seven days from the Allottee/s receiving the written intimation called from the promoter and if failed it shall be deemed that Allottee/s has/have committed breach of this agreement and the Promoter shall be entitled to take such actions as they are entitled to take in case of breach / default of this agreement without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments.

The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments @ 6 % p.a. for which period by with the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to the Allottee/s by the Promoter.

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/s for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter shall enclose the said notifications/ order/ rule/ regulations published/ issued in that behalf to that effect alongwith the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three (3%) 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/s within 45 days with annual interest @ specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the payment plan. All these monetary adjustment shall be made at the same rate per square meter as agreed.

The Allottee/s authorize/s the Promoter to adjust/ appropriate all payments made by him/ her/ them under any head(s) of dues against lawful outstanding, if any, in his/ her/ their name as the Promoter may in its sole discretion deem fit and the

Allottee/s undertake/s not to object/ demand/ direct the Promoter to adjust his/her/their payments in any manner.

**5} OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY :-**

It is hereby agreed that the Promoter and the Allottee/s herein shall observe and perform and comply with terms and conditions, stipulations, restrictions, if any, which are/ will be within frame work of building construction rules and regulations of the Local Authority and which have been or which may be imposed by the Local Authority at the time of sanctioning of the plan/s or any time thereafter or at the time of granting Completion Certificate. The Allottee/s herein shall not be entitled to claim possession of the said unit until the Allottee/s herein has/have paid all dues payable under this agreement in respect of the said unit to the Promoter.

**6} UTILISATION OF F.S.I./ F.A.R./ T.D.R. :-**

a) The Promoter hereby declares that, the floor space index available as on date in respect of the project land is \_\_\_\_\_ sq. mtrs. only and Promoter has planned to utilize floor space index of \_\_\_\_\_ 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/s has/ have agreed to purchase the said unit based on the proposed construction and sale of units 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. That the amenity space in the layout shall belong to the Promoter alone. The Promoter herein shall be entitled to construct upon the said amenity space and sell the units constructed thereupon to prospective purchaser/s as per its own discretion. The Promoter herein shall also be entitled to handover the said amenity space to the Collector/ Corporation/ PMRDA and utilize the FSI of the said amenity space on the said properties. If the entire FSI cannot be utilized and consumed, the Promoter herein shall be entitled to sell the TDR thereof to any person as per its choice and the Allottee/s shall have no objection for the same.

**b) Notwithstanding anything contained hereinabove: -**

i) It is hereby declared that all sanctioned plan/s has / have been shown to the Allottee/s and the floor space index (FSI) available is shown in the said plan/s. The Promoter shall be entitled to use the present unutilized and/or additional built up area /FSI/TDR/land potential in respect of the said properties on any other land by floating FSI and/or in the same land as and when the

same is permitted either by way of construction of new buildings or extension of the buildings which are presently permitted. Likewise the Promoter shall also be entitled to use FSI pertaining to other land/s on the said properties as and when permitted by authority. In this agreement, the word FSI or Floor Area Ratio as stated herein shall have the same meaning as understood by the Planning Authority under its relevant Building Regulations or Bye-laws. The residual F.A.R. (FSI), if any, not sanctioned at the time of sanctioning of plans in relation to the said properties shall be available to the Promoter before or after an Association of Unit Owners/ society is formed and also by virtue of amendment/s of D.C. rules and / or F.S.I. made available by way of floating F.S.I. or by way of transferable development rights (TDR) of any other land may be utilized by the Promoter in the said properties as he may decide. The Allottee/s has/have hereby given his/her/their irrevocable consent to the Promoter who shall be entitled to revise the plans, get them sanctioned from the Concerned Authority, construct the additional units, buildings permitted by the Authority. After consuming such balance and/or additional F.A.R. by constructing extensions and/or additional floor/s containing units, the Promoter shall be entitled to sell such units for such permissible user as the Promoter may think fit and proper to any person or persons for such consideration as the Promoter may in his absolute discretion deem fit. The Allottee/s shall have no objection for the said new allottees to be admitted as members of the Ultimate body. The Ultimate Body shall get the new transferees admitted as its members. Notwithstanding anything contained in this Agreement the Promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR/land potential as stated herein above on any open area and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the said properties. The Promoter shall also be entitled to transfer or assign the said right/s to any other person. The said properties and/or buildings shall be conveyed subject to such right, always being with the Promoter or his assigns.

It is also understood and agreed by and between the parties hereto that the Promoter or its assignees shall have right to construct units on the top terrace against FSI of road widening area, FSI of internal roads, TDR or any other FSI.

In case the land or any portion of the said land is acquired by any authority before execution of the conveyance, then the Promoter alone shall be entitled to take compensation for the same or get F.S.I. /T.D.R. in lieu of compensation.

- ii) The Promoter shall also be entitled to consume additional F.A.R. and/or balance F.S.I/ T.D.R. available under D.P. Rules or by any special concession being granted by the Concerned Authority including the F.A.R. available in lieu of road widening, set back, reservation etc.,

- iii) The sale of the said unit is subject to any relevant and necessary covenants as may be stipulated by the Promoter for the more beneficial and optimum use and enjoyment of the said properties in general and for the benefit of any or any part thereof including the absolute use and utilization as above enumerated for the benefit of any enhanced FSI/FAR or to absorb and consume the TDR rights acquired on any portion/s of the said properties.
- iv) The residual FAR (FSI), if any, not sanctioned at the time of approval of plans by the Town Planning Authority/ PMRDA issued in relation to the said buildings will be available to the Promoter before or after formation of Association of Unit Owners / Co-Operative Housing Society and also by virtue of amendment of D.C. rules and/ or FSI made available by way of floating FSI or by way of transferable development rights of any other properties may be utilized by the Promoter on any building as he may decide. Notwithstanding anything contained in this Agreement to the contrary the Promoter shall be entitled to utilise any balance and/or additional FSI and/or TDR as stated in above paragraphs on any open space and/ or on terraces above the buildings either prior to or after completion of buildings and even after conveyance of the said properties. The Promoter shall also be entitled to transfer or assign the said right to any other person. The Promoter is fully entitled to consume future FSI or TDR generated or unconsumed FSI or TDR on the said land and to sell the premises and appropriate the sale proceeds thereof. The properties shall be conveyed subject to the said right.

The Allottee/s hereby agree/s and give/s his / her / their irrevocable consent to the Promoter herein to carry out such alterations, modifications in the sanctioned layout building, plans/ in the future as the Promoter in his sole discretion thinks fit and proper and / or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, competent authority or Government or any officer of any local authority of Government provided that the Promoter shall have to inform in writing to the Allottee/s if such alterations and modifications adversely affect the said unit of the Allottee/s.

## 7} **DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE**

:-

The Allottee/s hereby declare/s that before the execution of these agreement, the Promoter has made full and complete disclosure and the Allottee/s has/have taken full and free inspection of, inter alia the following :-

- a) Nature of the rights, title and interest of the Promoter alongwith the relevant documents as well as encumbrances, if any, known to the Promoter. The Promoter has also requested the Allottee/s to carry out the search and to investigate the title by appointing his/her/their

own advocate. The Promoter has also disclosed to the Allottee/s nature of its right to construct buildings.

- b) All the plans and specifications sanctioned by the Town Planning Authority/ PMRDA in respect of the buildings in which the said unit is housed and of the said complex/ scheme constructed/proposed to be constructed upon the said properties.
- c) Nature and particulars of fixtures, fittings and amenities to be provided in the said unit hereby agreed to be sold.
- d) All the particulars of design and materials to be used in the construction of the building in which the said unit hereby agreed to be sold is situated.
- e) The Allottee/s hereby declare/s that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Promoter, the Allottee/s, with full knowledge thereof, has/have entered into this agreement. The Allottee/s hereinafter shall not be entitled to challenge or question the title of the Promoter and his right to enter into this agreement.

8) **NAME OF THE SCHEME AND PROJECT :-**

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the scheme/project /complex as "**GRAND BAY**". The Allottee/s or other unit holders in the buildings or their successors are not entitled to change the aforesaid name of the scheme/project/ complex in any circumstances.

9) **TIME IS THE ESSENCE OF THE CONTRACT:-**

Time is the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the unit to the Allottee/s and the common areas to the association of the Allottees after receiving the occupancy or completion certificate. Similarly, the Allottee/s shall make timely payments of the installments and other dues. It is hereby agreed that the time for the payment as specified above is the essence of the contract and on failure of the Allottee/s to pay the same on due dates, it shall be deemed that the Allottee/s has/have committed breach of this agreement and the Promoter herein shall be entitled to take such action as is entitled to take in case of breach of agreement including termination of the agreement.

10) **INTEREST ON UNPAID DUE AMOUNT :-**

Without prejudice to the right of the Promoter to take action of breach arising out of the delay in the payment of the installments on the due dates the Allottee/s shall be bound and liable to pay

interest as specified in the rules on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this agreement nor shall it be construed as condonation of the delay in payments by the Promoter against delay by the Allottee/s.

Similarly, if the Promoter fails to abide by the time schedule for completing the project and handing over the unit to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the rules, on all amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession.

**11} TERMINATION OF AGREEMENT :-**

Default by the Allottee/s in payment of any amounts due and payable or on the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at his discretion to terminate this Agreement **PROVIDED HOWEVER** that the rights of termination under this Agreement shall not be exercised unless the Promoter has given to the Allottee/s fifteen day prior notice in writing of his intention to terminate the Agreement and of the specific breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Allottee/s in remedying such breaches within **fifteen (15) days** of receiving such Notice delivered under R.P.A.D. on the address herein mentioned of the Allottee/s. After a period of fifteen days from the date of this notice, if even part of the dues remains unpaid, the Agreement shall be terminated and the Allottee/s has irrevocably agreed to the same. Provided that upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any administrative expenses of an amount of **Rs.1,00,000/-** and/ or any other expenses incurred by the Promoter for such unit as requested by the Allottee/s or any other amount which may be payable to Promoter) within a period of 30 days of the termination, the installments of sale consideration of the unit which may till then have been paid by the Allottee/s to the Promoter and the Promoter herein shall be entitled to deal with the said unit with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter's shall not be considered as waiver of Promoter absolute right to terminate this agreement.

For whatsoever reasons if the Allottee/s herein, without any default or breach on his/ her/ their part, desire/s to terminate this agreement/ transaction in respect of the said unit, then the Allottee/s herein shall issue a prior written notice to the Promoter as to the intention of the Allottee/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said unit with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 days notice

in writing calling upon him/her/ them to execute and register Deed of Cancellation. Only upon the execution and registration of deed of cancellation the Allottee/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

It is specifically agreed between the parties that, if the transaction in respect of the said unit between the Promoter and Allottee/s herein terminated as stated hereinabove written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said unit, shall stand automatically cancelled and either party have no right, title interest or claim against each other except as provided hereinafter.

**12} SPECIFICATIONS AND AMENITIES :-**

The specifications of the said unit and fixtures, fittings, and amenities to be provided by the Promoter to the said unit or to the said buildings are described in the **Annexure-G** annexed hereto. If any additional or better quality fittings, fixtures or amenities are provided by the Promoter at the request of the Allottee/s in the said unit, and/or the Allottee/s request/s the Promoter to make any changes in the internal plan of the said unit or in the fixtures or amenities to be provided therein, the Allottee/s shall be bound to pay the extra price for such additional fittings, fixtures or amenities or for such fittings etc. of superior quality and/or the cost incurred by the Promoter for making such changes for providing different fittings, fixtures and amenities as per the bills raised by the Promoter. The said bill/s raised by the Promoter shall be final. The specifications/amenities may be changed suitably by the Promoter depending on the availability of buildings materials, site conditions and/or changes in Government policies or laws or rules for which changes the Promoter shall not be bound or held responsible or liable for doing, providing or performing any acts, deeds, matters, services, amenities or extra works for the Allottee/s other than those expressly appearing in the Agreement. The Promoter shall be entitled to a reasonable extension of time in the period stipulated for completion of the said "unit" and for handing over possession thereof to the Allottee/s under the terms hereof on account of such additional work to be undertaken by the Promoter in respect of the said "unit". The Allottee/s shall not demand any changes in the plan of the premises annexed herewith. The Promoter shall not refund any amount for deleting any items of specifications and amenities on request of the Allottees.

**13} DELIVERY OF POSSESSION :-**

**i) POSSESSION OF THE UNIT :-**

The Promoter herein shall complete the construction of the said unit in all respects on or before \_\_\_\_\_ and obtain the occupancy certificate. The Promoter shall offer the possession to the Allottee/s in writing within **7 days** of receiving the occupancy certificate of the project. The Allottee/s shall take possession of the

unit within **15 days** of the written notice from the Promoter to the Allottee/s intimating the said unit is ready for use and occupancy. On receipt of such notice the Allottee/s herein shall inspect the said unit in all respects and get satisfied according to the terms and conditions of this agreement. After Allottee/s has/have satisfied himself/ herself/ themselves as aforesaid, at his/ her/their request the Promoter herein shall give the possession of the said unit to the Allottee/s on payment of all dues payable by the Allottee/s, and the Allottee/s herein has/have not committed any default in payment of consideration in installment on due date to the Promoter in pursuance of these presents.

If the Promoter fails or neglects to give possession of the said unit to the Allottee/s on account of reasons beyond his control, by the aforesaid date, then the Promoter shall be liable on demand to refund to the unit Allottee/s the amounts already received by him in respect of the unit with interest at the same rate as mentioned in clause-10 hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter herein shall be entitled to reasonable extension of time for completing the construction of the said unit in all respects on the aforesaid date, if the completion of the construction of the building in which the unit is situated is delayed on account of--

- a) War, Civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project (force majeure)
- b) Any notice, order, rule, notification of the Government and/ or other public or competent authority.
- c) Changes in any Rules, Regulations and Bye-laws of various statutory bodies and authorities from time to time then affecting the development and the project.
- d) Delay in grant of any NOC/permission/license/ connection/ installation of any services such as lifts, electricity a water connections and meters to the scheme /unit, road NOC from appropriate authority.
- e) Delay or default in payment of dues by the unit Allottee/s under these presents [without prejudice to the right of Promoter to terminate this Agreement under Clause- 11 above]
- f) Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/ building could not be carried by the Promoter as per sanctioned plan due to specific stay or injunction orders relating to the said project from any court of law, or tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the authority.
- g) Any act beyond the control of the Promoter.

If, however, the completion of the project is delayed due to the force majeure conditions then the Allottee/s agrees that the Promoter shall be entitled to the extension of time of delivery of



possession of the unit, provided that such force majeure conditions are not of a nature which make it possible for the contract to be implemented. The Allottee/s agree/s and confirm/s that, in the event it becomes impossible for the Promoter to implement the project due to force majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee/s the entire amount received by the Promoter from the allotment within 30 days from that date. After any refund of the money paid by the Allottee/s, Allottee/s agree/s that he/ she/ they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this agreement.

It shall be expressly agreed that, wherever it is the responsibility of the Allottee/s to apply and get the necessary services the same shall not be undertaken by the Promoter and the Allottee/s shall be solely responsible for the same.

It is further agreed between the parties hereto that, after receiving the possession of the said unit by the Allottee/s in pursuance of this clause the Allottee/s herein shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the Promoter or herein.

**II) SCHEDULE FOR POSSESSION OF THE COMMON AMENITIES :-**

The Promoter herein is developing the said properties which consist of various phases having common amenities like club house, landscape garden etc., the construction/ development of the said common amenities will be completed in due course only after completion of construction of all the project phases on the said properties. The Promoter assures to hand over possession of the said common amenities on \_\_\_\_\_. The Allottee/s herein agree/s and convey that he/she/they shall not be entitled to refuse to take the possession of the said unit on the ground of non-completion of aforesaid common amenities.

That the Allottee/s further agree/s that even where "substantial completion" of works has been done and after receiving OC from the competent authority possession of the said unit shall be given.

That substantial completion would mean works done that do not affect his/her/ their use or occupation of his/her/ their unit and he/ she/ they can co-habit in the said unit. However if the Promoter is not allowed by the Allottee/s or any person on his/her/ their behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the Promoter.

**III) FAILURE OF ALLOTTEE TO TAKE POSSESSION OF UNIT**

Upon receiving a written intimation from the Promoter, the Allottee/s shall take possession of the said unit 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 said unit to the Allottee/s. In case the Allottee/s fail/s or commit/s delay in taking possession of the said unit within the time provided hereinabove such Allottee/s shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said unit and the Promoter shall not be liable for the maintenance, wear and tear of the said unit.

Possession by the Allottee/s—After obtaining the occupancy certificate and handing over physical possession of the said unit to the Allottee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Co-Operative Housing Society or the Competent Authority, as the case may be, as per the local laws.

**14} DEFECT LIABILITY :-**

The Allottee/s herein shall take the possession of the said unit within seven days from the date of the Promoter giving written intimation to the Allottee/s herein intimating that, the said unit is ready for use and occupation.

If within a period of **five years** from the date of handing over the possession to the Allottee/s or after the Promoter sending written intimation to the Allottee/s that the said unit is ready for use and occupation, the Allottee/s brings to the notice of the Promoter any structural defect in the said unit or the buildings in which the said unit is situated or the material used thereon or any unauthorized change in the construction of the said unit then wherever possible such defect/s or unauthorized changes shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects or unauthorized changes then the Allottee/s shall be only entitled to receive from the Promoter reasonable compensation for such defect or change. If there is a dispute regarding any defect in the building or material use the matter shall, within a period of five years from the date of handing over the possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under section 72 of the Real Estate (Regulation and Development) Act, 2016.

Provided however, that the Allottee/s shall not carryout any alterations of whatsoever nature in the said unit of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by

normal wear and tear and by negligent use of unit by the occupants, vagaries of nature etc.

That it shall be the responsibility of the Allottee/s to maintain his/her/ their unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his unit are regularly filled with white cement/ epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the Promoter to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said unit/ building/ phase/ wing and if the annual maintenance contracts including but not limiting to pump room, transformer room, lift, fire system, sewage treatment plant, water treatment plant etc. are not done/ renewed by the Allottee/s/ society the Promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendor/s manufactures that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the units and the common project amenities wherever applicable.

That the Allottee/s has been made aware and that the Allottee/s expressly agree/s that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal wall excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/ phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

The word defect here means only manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of unit by the occupants, vagaries of nature etc. defect/s in fittings and fixtures are not included therein.

**15} USE OF THE SAID UNIT :-**

The Allottee/s shall use the said unit or any part thereof or permit the same to be used only for residential purpose as shown in the sanctioned plan, provided none of the unit holder or present Allottee of said unit is / are entitled to use or allow to be used the said unit for pub, bar, massage centre, club house, temporary lodge, gambling centre or any other illegal purpose. He/ She / They shall use the parking space only for the purpose for keeping or parking the Allottee/s own vehicle, as the case may be.

16} **SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME :-**

- a) The Promoter herein has specifically informed to the Allottee/s and the Allottee/s herein is/are also well aware that, the Promoter herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the buildings, outer colour scheme, terraces, windows and grills etc. and hence the Allottee/s or any owner or occupier of the unit/s in the buildings / wings or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces and shall not do anything so as to disturb the said homogeneity or cause any damage to the external façade/elevation. Further shall observe that, outlet of rain water/ water of adjacent terraces/ sitout/ roofs shall always have proper flow and should not obstruct the same in any manner. The Allottee/s herein specifically undertake/s to abide aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sell the said unit to the Allottee/s herein on ownership basis, subject to the terms and condition of this Agreement.
- b) In “**GRAND BAY**” project the Promoter herein is providing advance technology amenities / material / plan and equipment in common facilities and which has to be operated/ used by the persons in the project with due diligences 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 premise to the society/ unit owner/s or the Ultimate Body, The Ultimate Body shall set it's own norms for use of common amenities, in order to avoid misuse, injuries and casualties/calamities occurred and any damages of whatsoever nature caused to any person or properties for that the Promoter shall and will not responsible.

17} **FORMATION OF ORGANISATION OF UNIT HOLDERS IN THE BUILDING /S :-**

The Promoter herein has decided to form building wise societies of all unit holders in the buildings which are under construction on the said properties.

The Promoter will execute all proper documents under the provisions of various Acts and rules made thereunder and submit the said properties along with the buildings which are under construction thereon and form a Co-operative Housing Society do the needful for formation of such institute. The Promoter herein has sole discretion and absolute right to define common area, restricted areas and facilities and percentage of each unit in the said

properties and prepare rules and regulations and bye-laws of the organisation.

The Allottee/s herein alongwith other unit holders shall join in forming and registration of Society. which is to be formed by the Promoter herein as aforesaid and for that, the Allottee/s herein from time to time shall sign and execute all the applications for registration and for membership and for other documents necessary for formation and registration of such Society and return the same to the Promoter herein within ten days of the same being forwarded by the Promoter to the Allottee/s as to enable the Promoter to register the organisation of the unit holders in the buildings. No objection shall be taken by the Allottee/s if any changes or modification are made in the draft by laws as may be required by the registrar of co-operative societies or any other competent authorities.

The Promoter shall, within three months from the date of obtaining occupancy certificate of the last building form a federation/ apex body of the societies. The Promoter shall within three months of registration of the federation/ apex body of the societies caused to be transferred to the federation/ apex body, all the right, title and interest of the Promoter in the said properties and buildings to the federation / apex body.

**18} PROMOTER'S EXCLUSIVE RIGHT TO DEAL WITH THE RESTRICTED AREAS AND FACILITIES :-**

It is hereby agreed that the areas mentioned in the **Schedule-IV** written hereunder under head Common Facilities only shall be the common facilities and the Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities or alienate and dispose off other areas and facilities in such manner as the Promoter thinks fit.

It is hereby expressly agreed by the Allottee/s that, the Promoter alone shall have the right to deal with the restricted or reserved areas and facilities and the Allottee/s shall not raise any objection to the same nor shall claim any rights in respect of reserved areas and facilities.

**19} PAYMENT OF TAXES, CESSSES, MAINTENANCE CHARGES ETC. :-**

- (i) Commencing a week after notice in writing is given by the Promoter to the unit purchasers that the unit is ready for the use and occupation, the unit purchasers shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, Insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers, repair and maintenance of lift, repair and maintenance of invertors and all other expenses necessary and incidental to the management and maintenance of the said land and buildings. For meeting the said expenses

regularly every unit Purchaser/s shall pay maintenance charges amounting to **Rs.2.50/- per month on per sq. ft. area of the unit** (which area includes area of the unit, balcony and terrace) towards the common maintenance charges for first **24 months** in advance to the Promoter before delivery of possession of the unit. The GST, if applicable, on the maintenance amount shall also be borne and paid by the Allottee/s alone. The Allottee/s shall not be entitled to demand any interest on the said annual maintenance charges. The Promoter shall, utilize the said annual maintenance charges for meeting the said expenses falling to the share of the Allottee/s for **24 months**. If any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the unit Allottee/s to the Promoter within a period of seven days from the date of demand and in the event of default to pay interest. The said maintenance charges shall not be liable to be refunded. The Allottee/s or persons claiming through him/her/them shall not be entitled to create any encumbrance or charge on the said amount of annual maintenance charges and the same shall be non-refundable. After the society is formed, the Allottee/s shall be liable to pay such amounts towards maintenance charges of common areas and facilities as the Society may determine.

From the date of intimation that said unit is ready for use and occupation the Allottee/s herein shall be liable to bear & pay all taxes, cesses in respect of the said unit & the abovementioned maintenance charges in respect of the said buildings.

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

**20} PAYMENT OF STAMP DUTY, REGISTRATION FEE ETC:-**

The Allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this Agreement and all other agreements, final Conveyance which is to be executed by the Promoter in favour of the Allottee/s herein.

**21} REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

**:-**

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

- a) The Promoter has clear and marketable title with respect to the said properties, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said properties and also has actual, physical and legal possession of the said properties for the implementation of the project.
- b) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project.
- c) There are no encumbrances upon the said properties or the project except those disclosed in the title report.
- d) There are no litigations pending before any court of law with respect to the said properties or project except those disclosed in the title report.
- e) All approvals, licenses and permits issued by the competent authorities with respect to the project, said properties 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, said land and said building/ wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said properties, building/ wing and common areas.
- f) 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/s created herein, may prejudicially be affected.
- g) 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 said properties, including the project and the said unit which will, in any manner, affect the rights of the Allottee/s under this Agreement.
- h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said unit to the Allottee/s in the manner contemplated in this Agreement.
- i) At the time of execution of the conveyance deed of the structure to the association of unit Allottees the Promoter shall

handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the Allottee/s.

- j) The Promoter has duly paid and shall continue upto the date of completion to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/ or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities.
- k) 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 properties) has been received or served upon the Promoter in respect of the said properties and/ or the Project except those disclosed in the title report.

**22} SPECIFIC COVENANTS :-**

- a) The Allottee/s herein admit/s and agree/s 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 grant possession of such unit after its completion. The grant of Completion/Occupation Certificate by the Local Authority in respect of the said unit shall be conclusive proof as to the completion of construction of the said unit.
- b) After the Promoter obtaining the Completion Certificate in respect of the said unit the Allottee/s shall also execute such other documents such as Possession Receipt, Indemnity Declaration, Undertaking, supplementary agreement etc. as might be required by the Promoter.
- c) The Allottee/s is/are hereby prohibited from raising any objection in the matter of allotment or sale of other flats, terraces, garage, garden space, outhouse or any other space 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 local authority 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. A separate consent for the same is not required.
- d) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said properties and buildings or any part thereof except the said unit. The Allottee/s shall have no claim save and except in respect of the said unit hereby agreed to be sold to him/ her/ them and all Open spaces, Lobbies, Staircases, Terraces, Recreation spaces, Garden space, etc. will remain the properties of the Promoter until



the said properties and buildings standing thereon are transferred to the society of unit owners.

- e) 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.
- f) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter shall have all the rights under this Agreement and other Agreements in respect of the other unit shall be subsisting until all the payments inclusive of the amount of consideration in respect of all the accommodations in the buildings is received by the Promoter.
- g) The Promoter herein has not undertaken any responsibility nor has it agreed anything with the Allottee/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, than that the terms and conditions expressly provided under this agreement.
- h) The terrace space in front of or adjacent to the flats shall belong exclusively to the respective Allottee of the respective flats. The said terrace shall not be enclosed by the Allottee/s till the Allottee/s obtain/s sanction of the concerned local authority and also till the permission in writing is obtained from the Promoter or the Association of Unit owners, as the case may be.
- i) The Promoter herein by spending huge amounts is providing high quality specifications in the said unit and for the buildings/s in the project known as “**GRAND BAY**”, hence the Allottee/s/ unauthorized persons/ any agency shall not disturb the same under any circumstances as to the concealed plumbing, concealed wiring etc. and considering this aspect and the safety measures Allottee/s are advised not to try any changes with all these amenities otherwise guarantee/ warranty may lapse as well as durability and stability of the buildings as to the R.C.C. frame work, concealed wiring load, neither Allottee/s nor occupier of the said unit or any person on behalf of the Allottee/s shall disturb the walls or any part thereof or erect any additional wall or any structural changes or change the electrical layout because wiring is not designed to take additional increase in the electrical load in any manner and such act will amount to be breach of condition of this transaction. The construction of chimneys, hanging telephone or cable connection or computer devices, electric connection which require external wiring cables, lines, dish antennas will not be permitted except in the form

described by the Promoter in writing. This condition is the essence of contract and Allottee/s herein undertake to abide the same.

- j) The Promoter herein by spending huge amount has made high quality external elevation for “**GRAND BAY**” project and to have such external look forever, the Promoter herein has specifically informed to the Allottee/s herein that, any buyer of the any unit in the buildings shall and will not be entitled to chisel any external walls and have any additional opening in any manner for any purpose and further shall install cooling equipments if required at the places provided for the same inside the duct and any unit shall not be on external elevation. The Allottee/s herein undertake to abide this condition and if any owner or occupier of any unit in the buildings committed breach of this condition the Promoter shall have absolute right and authority to close such openings if any and revoke the cost incurred for the same with interest from the such owner and occupier of the unit.
- k) The Promoter herein has specifically informed to the Allottee/s that, with aspect to water proofing in the project the guarantee stands automatically extinguished for the unit, if any owner or occupier of such unit in the buildings chisels the aforesaid works in any manner. Considering this aspect the Allottee/s herein undertake/s not to chisel the aforesaid work in any manner, which will cause the reason to cancel the aforesaid guarantee.
- l) The Allottee/s shall not join two adjacent units and not to demolish or cause to be demolished and not to make at any time or cause to be made any addition for alteration of whatsoever nature in or to the structure for construction of the said unit without the prior written permission of the Promoter and subject to the sanction to be obtained from the concerned authority as per prevalent law.
- m) The unit purchaser /s is/are aware that Corporation/ Collector may not be able to supply drinking water for some duration/period. In that case until the conveyance, the Promoter shall help the unit purchaser/s and their organization for providing required quantity of water by purchasing the same from the market as per availability. All costs for providing the water shall be borne by the Allottee/s and their organization and the Promoter shall not be liable to bear the costs thereof. In this respect the role of the Promoter shall be of giving required help and making adequate arrangements and the costs thereof shall be borne and paid by the unit purchaser/s alone.
- n) As the Promoter will be applying to the concerned authorities for giving separate water connections for the buildings and electricity meters and connections for the unit of the Allottee/s, if there is any delay in obtaining the water and electricity connections from the concerned authorities then in that case the Promoter may provide electrical connections/ water supply through any other temporary

arrangement due to which if there is improper supply of water/electricity the Promoter shall not be held responsible for the same and the Allottee/s hereby covenant/ s consent/s for any temporary Arrangement that may be made in the said interim period. The Allottee/s shall pay for the proportionate charges as demanded, determined and decided by the Promoter for which the Allottee/s hereby give/s his/her/their consent.

- o) The Promoter may develop the open space and construct Club House or other such facility. The said open space and club house shall be a common facility and the Promoter is not seeking any separate contribution for development and construction of the said facilities. However, on completion of the said facilities and the same being made available to the unit Allottee/s he/she/they shall be liable to pay contribution of charges of maintenance thereof as may be decided and levied by the Promoter until the said facilities are handed over after completion of sale and construction of the scheme and recovery of entire consideration to the organization and thereafter as may be decided and levied by such organization.
- p) Amenity Space (if any) in the layout shall solely belong to the Promoter and to develop or transfer the same or to deal with the same at Promoter's discretion. If required the Promoter may give the Amenity Space to the Government / Corporation/ Collector/ PMRDA/ Town Planning Authority or Concerned Authority and avail of benefits/compensation/F.S.I./T.D.R. thereof. The unit Allottee/s or Society shall not be entitled to claim any interest therein. The owner/s or holders of the Amenity Space shall be entitled to avail of benefit of all or any one or more of the common areas and facilities in the layout such as road, open space, use of common drainage, water and electrical lines, etc. as may be given by the Promoter at its discretion subject to liability of payment of contribution towards maintenance thereof.

**23} COVENANTS AS TO THE USE AND MAINTENANCE OF THE SAID UNIT ETC. :-**

The Allottee/s himself/ herself/ themselves with intention to bring all persons into whosoever hands the said unit may come, doth hereby covenant with, the. Promoter as follows for the said unit and also for the buildings in which the said unit is situated.

- a) To maintain the said unit at the Allottee/s own cost in good tenantable repair and condition from the date of possession of the said unit is taken and shall not do or cause to be done anything in or to the said unit or the buildings in which the said unit is situated and in or to the said unit itself or any part thereof.
- b) Not to store in/outside the said unit/buildings surrounding area any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure or the buildings or storing of such goods is objected to by the concerned

local authority any other authority or under any law and shall not carry out or caused to carried out heavy packages up to upper floors, which may damage or likely to damage staircase, common passages or any other structure of the buildings including entrances of the buildings and in case of any damage is caused to the buildings in which the said unit is situated on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for all the consequences of the breach.

- c) To carry at his/ her/ their own cost all internal repairs to the said unit and maintain the said unit in the same conditions, state and order in which it was delivered by the Promoter. Provided that for the defect liability period such repairs shall be carried out by the Allottee/s with the written consent and under the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee/s committing any act in contravention of the above provisions, the Allottee/s shall be responsible and liable for the consequences thereof to the Concerned Authority and/or other Public Authority.
- d) Not to demolish or cause to be demolished at any time or cause to made any addition and / or alteration of whatsoever nature in or to the said unit or any part thereof and not to make any addition or alteration in the elevation and outside color scheme of the buildings and shall keep the sewers, drains, pipes, and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the buildings and shall not chisel or in any other manner damage to columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said unit without the prior written permission of the Promoter and/or the society or the limited company or an Association of Unit owners.
- e) Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said properties and the buildings or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be throwing from the said unit in the compound or any portion of the said properties and buildings.
- g) To bear and pay the local taxes, water charges, insurance and such other levies, and also any additional increased taxes, insurance's etc. which are imposed by the concerned local authority and/or the Government and /or other Public Authority.
- h) The Allottee/s shall use the said unit only for residential purpose as per the sanctioned plan.

- i) The Allottee/s shall not let, sub-let, transfer, assign, give on lease, license or part with Allottee/s interest or benefit factor under this agreement or part with the possession of the said unit until all the dues payable by the Allottee/s to the Promoter under this agreement are fully paid up and only if the Allottee/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this agreement.
- j) The Allottee/s shall observe and perform all the rules and regulations which the society may adopt at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said buildings and the unit therein and for the observance and performance of the buildings rules and regulations and bye-laws for the time being of the concerned local authority and the Government and other Public bodies. The Allottee/s shall observe and perform all the stipulations laid down by the Deed of Declaration/bye laws of the society regarding the occupation and use of the unit in the buildings and shall pay and contribute regularly and punctually towards the taxes, expenses or the outgoing in accordance with the terms and conditions of this agreement.
- k) Till the Conveyance is executed, the Allottee/s shall permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter in to upon the said unit and the said properties and buildings/s or any part thereof to view and examine the state and conditions thereof.
- l) In case the said unit is under construction and the Allottee/s desire/s to carryout finishing/ interior work i.e. flooring, tiling, plumbing, plastering, coloring, electrical, fabrication and/or any furniture work in the said unit as per his/her/their choice, then the Allottee/s shall do so at his/ her/their own cost and risk. The Allottee/s hereby undertake/s that,
  - i] The finishing/ interior work shall be carried out in day time only without causing nuisance and inconvenience of whatsoever nature to other unit Allottees of the society and their family members.
  - ii] The Allottee/s and/or his/her/their worker/ labors/ contractors etc. do not throw dirt, rubbish, garbage, debris or any other refuse or permit the same to be thrown from the said unit in the compound of the building in which the said unit is situated.
  - iii] The debris is dumped at the earmarked place pointed out by the Promoter or by his engineer or chairman/ secretary of the society proposed to be registered on the said property.

- iv] The debris is disposed off immediately from the site.
- v] The sanitary rooms, installations i.e. bathrooms, W.C., drainage pipes, water outlets, nahn traps of the said unit, common toilets provided in the building in which the said unit is situated are not misused and/or damaged by the workers engaged by the Allottee/s.
- vi] The Allottee/s and/or his/her/their workers/ labours/ contractors etc. shall not use elevators for carrying material i.e. sand bags, cement bags, wooden boards, planks, sheets, tiles or any heavy packages etc. to the upper floors and damage the elevators and cause inconvenience to other unit Allottees of the society.
- vii] Water taps are closed and electrical switches are switched off after days work.
- viii] Electricity required for carrying out finishing work/ interior work is not used from common electricity meter, if used has to be through separate sub-meter and has to deposit amount against the bills in advance.
- ix] Water required for civil work is not used from the underground/ overhead water tank and/or corporation tap.
- x] In the event of any part of the said building such as walls, common passages, flooring, lift, staircase, electrical fittings, railings, entrance gate etc. getting damaged in any manner and to any extent whatsoever on account of negligence or default of the workers engaged by the Allottee/s, the Allottee/s shall be liable to pay damages and to reinstate such part of the building entirely at his/her/their own cost and consequences. While deciding the amount of damages caused to the building or any of its part the decision of the promoter/ chairman/ secretary of the society shall be final and binding on the Allottee/s.

In case of occurrence of any accident while carrying out finishing/ interior of the said tenement the Allottee/s shall be solely liable for the cost and consequences. The Allottee/s shall indemnify the Promoter and/or chairman/ secretary of the society and keep them indemnified till the Allottee/s finished his/her/their said interior work/ furniture work, against all damages, disputes, claims and losses etc. arising out of the said interior work/ furniture work.

- m) If after delivery of possession of the said unit, the Promoter or society is required to carry out repairs including for stopping leakage of water in the toilet, then the Allottee/s herein shall permit the Promoter or association as the case may be to carry out such

repairs without delay and shall give required help therefor. If such leakage is due to alterations made by the Allottee/s or due to negligence of the Allottee/s then the Allottee/s shall be liable to carry out the said repairs and pay cost therefor.

- n) The Allottee/s shall keep the façade and outer surfaces of the building in the same condition and maintain the same to the extent of his/ her unit. The Allottee/s shall not do or cause to be done or abstain from doing any act which will affect the beauty, grandeur and peace of the building. The Allottee/s shall not cause any nuisance to other Allottee/s and occupiers and Promoter in any manner whatever.
- o) The Allottee/s shall fix A/C. name board, advertisement and antenna only at the locations and size approved by Promoter and in case of breach of any above, the Promoter have right to remove the board/ a/c at the cost of the Allottee/s.
- p) The Promoter advises the unit Allottee not to visit the site during the period of construction work for various purposes including safety. Unit purchaser /s and/ or any person on his/ her/ their behalf shall not be entitled to enter the site of construction for any purpose without prior permission of the Promoter. The Promoter may allow unit purchaser /s and his/ her/ their immediate family (excluding children below 15 years of age) visit of the unit purchased by him/ her/ them on one day in a month and on restricted hours in the presence of his/ her representative for checking the progress of the work of his/ her/ their unit. Unit purchaser/s and his/ her family will arrange for their own gear viz. helmet and boots and visit the construction site at their own risk. The Promoter shall not be responsible for any accident or injury. Also if due to action or non action of the visitors any harm be caused to the site or to the men of the Promoter or any other person then unit purchaser /s shall be responsible for the same. The Promoter reserves its right to prohibit the unit purchaser/s or any person from visiting the site or his/ her/ their unit for any reason including safety, nuisance etc. and decision of the Promoter shall be final.
- q) The Allottee/s shall not erect dish or other antennae outside the unit/ building which shall be erected only on the roof of the building in the place designated for the same by the Promoter. The Allottee/s shall obtain prior written permission from Promoter for the same.
- r) Not to do any religious activity in the flat/ unit or in the common area involving killing/ sacrificing any animal. Also not to cause nuisance to the other occupiers in the scheme or adjoining properties holders and keep noise levels within legally permissible limits or even less than the legal limits considering that it is a

residential scheme. To the extent possible these activities should be private and should not harm sentiments and peace of others.

**24} RAISE FINANCE :-**

The Allottee/s hereby irrevocably gives his/her/their consent to the Promoter and authorise/s the Promoter for raising any finance by way of mortgage of the said properties/buildings and/or the entire construction work put up or to be put up thereon or any portion thereof, if, as and when so deemed necessary by the Promoter provided that the same does not adversely affect or prejudice the rights granted in favour of the Allottee/s in respect of the said "unit" agreed to be purchased by him/her/them under the terms of this Agreement. At present the said properties is mortgaged with the **Kotak Mahindra Bank Ltd., Aundh Branch, Pune** for the purpose of project finance for construction of buildings. The Promoter hereby covenants to the Allottee/s that, the Promoter alone will be responsible for the payment of the said project loan of **Kotak Mahindra Bank Ltd., Aundh Branch, Pune**.

**25} SERVICE TAX/ VAT ETC. :-**

- a) The Allottee/s shall be liable to pay all and any other taxes such as Sales Tax and other Taxes as are or as may be levied by the State or Central Government or any other Authority before or after taking the possession of the said "unit" as and when such taxes become due and such payment shall be effected within seven days of demand and the Allottee/s shall exclusively be liable for any delay in payment thereof.
- b) 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 by way of any Statute / rule / regulation / notification / order / judgment / executive power etc. any tax / duty / charges / premium / levies / cess / surcharge / demands / levies / welfare or any fund / betterment tax / sales tax / transfer tax / turnover tax / works contract tax / service tax, VAT, penalties etc. and put in force or shall be in force prospectively or retrospectively, in respect of the said "unit" or the construction or the said Agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter reimbursed) by the Allottee. The Allottee hereby agrees to indemnify and keep indemnified the Promoter and the organization from all such levies, cost and consequences.
- c) It is agreed between the parties that the entire liability and responsibility to pay the Service Tax / VAT and duty, charge, premium, levies, cess, surcharge, penalties etc. or any other tax, relating to the transaction under this Agreement, shall solely be on the Allottee/s. The Promoter shall not be liable and/or responsible for payment thereof. In the event, however, if the Promoter is



constrained to pay any such amount the Allottee/s shall be liable to reimburse the same to the Promoter together with penalty if any interest from the date of its respective payment by the Promoter. It is agreed that the Promoter shall have the right to claim such amount along with other claims of compensation/losses /burden undergone/ undertaken by it. It is further agreed that there shall always be a charge / lien on the said unit in favor of the Promoter to the extent of the amount of demand payable by the Allottee to the Promoter towards the Service Tax / VAT and/or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to the transaction under this Agreement.

- d) Hereto, It is further mutually agreed upon, by & between the parties, that under no circumstances, whatsoever, any such amounts as described & detailed in clause 25(a) (b) & (c) above, once tax being paid (e.g. service tax, sales tax, VAT etc.) by Allottee to the Promoter/ necessary authority/ies shall be refunded by the Promoter to the Allottee/s in case the refund is available from the necessary authorities due to change in government policy. The Allottee/s hereby agree/s that Allottee/s will get the said amount refunded from the Government/ revenue authority or necessary authority/ies by own and the Promoter will not be liable for that.
- e) The Allottee/s herein is/ are well aware that, the Central Government of India has inserted Sec.194-IA in Income Tax Act 1961 and imposed responsibility on Allottee/s if consideration payable by the Allottee/s to the Promoter is more than **Fifty Lakhs** then at the time of credit of such sum to the account of Promoter or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount equal to **1%** of such sum as income tax thereon and accordingly if the Allottee/s herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is made produce original challan-cum-statement in Form No.26QB u/s. 194-IA of Income Tax Act, 1961 read with Income Tax Rule 30 (a)(2A) & 31A in the name of Promoter herein with PAN **AAXPP9219R** then only the Promoter will acknowledge receipt of part consideration of said unit for the amount equal to deducted and paid under such challan-cum-statement.

Provided that, at the time of handing over the possession of the said unit if any such challan-cum-statement in Form No.26QB is not produced by the Allottee/s, then Allottee/s herein shall deposit amount as interest free deposit with the Promoter equivalent to the amount which is to be paid by the Allottee/s under aforesaid provision and which deposit amount will be refunded by the Promoter to the Allottee/s on submitting Challan-cum-statement in Form No.26QB within 15 days from the end of the month in which possession of the unit is delivered by the Promoter to the Allottee/s.

**26} MEASUREMENT OF THE AREA OF THE SAID UNIT:-**

It is specifically agreed between the parties hereto that, in this agreement wherever area of the said unit is mentioned is carpet area. At the time of taking the possession the Allottee/s at his/her/their own discretion shall get measured the carpet area of the said unit in light of aforesaid principle and if any difference in the area is found, subject to a variation cap of 3%, then the consideration of the said unit shall be adjusted accordingly and either Promoter or Allottee/s as the case may be shall refund or pay the differential amount. The Allottee/s shall not be entitled to raise any complaint after the possession is taken.

**27} REPRESENTATION :-**

The Allottee/s hereby irrevocably consents and authorise/s the Promoter to represent him/her/them in all matters regarding properties tax assessment and reassessment before the Concerned Authorities and all decisions taken by the Promoter in this regard shall be binding on the Allottee/s. The Promoter may, till the transfer of the said land and Building thereon to the Ultimate Transferee, represent the Allottee/s and his/her/their interest and give consents, NOC's and do all necessary things in all departments of the Collectorate, water, Government Department, MSEB, on behalf of the Allottee/s and whatsoever acts, done by the Promoter on behalf of the Allottee/s shall stand ratified and confirmed by the Allottee/s and the same shall be binding on the Allottee/s. It is hereby clarified that the Promoter herein shall be deemed to be a liasoning agency for applying for all Municipal and other amenities and services such as water, electricity, drainage etc. and the Promoter undertakes to comply with all statutory and other requirements of the concerned legal body or authority for the purpose. However, the Promoter shall not be held responsible or liable for any delay or non-performance on the part of any such legal body or authority or MSEDCL in providing such amenities, services or facilities to the Housing Complex on the said properties or to the "unit" agreed to be sold hereunder.

**28} RIGHT OF THE PROMOTER OVER UNSOLD UNITS :-**

In the event of the Promoter executing Deed of Conveyance in respect of the said land in favor of the society of Unit Owners the Promoter shall have a right to dispose off the remaining unsold premises/ units in the said buildings in such manner as he think fit and the sale proceeds thereof shall belong absolutely to the Promoter and the Allottees of such remaining premises/ units shall be accepted as members of such association of unit owners. The Promoter and or the Allottee/s in that case shall not be required to pay any transfer fees to the society of unit owners of all the Allottees.

**29} SERVICE OF NOTICES :-**

All notices to be served on the Allottee/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee/s by R.P.A.D. at his/ her/ their address/es specified in the title of this agreement or at the address intimated in writing by the Allottee/s after execution of this Agreement.

**30} BINDING EFFECT :-**

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

**31} AGREEMENT TO SUPERSEDE :-**

This agreement constitutes and represents the entire agreements between the parties hereto with regard to the subject matter hereof and all matters dealt with herein and cancels and supersedes all prior arrangements, agreements or understandings, if any whether oral or in writing between the parties hereto on the subject matter hereof or in respect of matters dealt with herein. It is hereby made clear that the furniture layout, color scheme, specifications, amenities and facilities, elevation treatment, trees, garden, lawns, etc. shown in the pamphlets, brochures, literature, films, hoardings, websites, and other promotional media are shown only for the sake of advertisement and the same are not binding on the Promoter to provide unless specifically mentioned and agreed in this agreement and subject to his right/s and discretion to make changes in the same. The Promoter has not undertaken any responsibility nor has agreed anything with the Allottee orally or otherwise and there is no implied Agreement or covenant on the part of the Promoter other than the terms and conditions expressly provided under this Agreement.

**32} PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE 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 Allottee/s of the unit, in case of a transfer as the said obligations go along with the unit for all intents and purposes.

**33} FURTHER ASSURANCES :-**

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

**34} 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, after the agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said agreement shall be registered at the office of the Sub-Registrar. Hence this agreement shall be deemed to have been executed at Pune.

**35} REGISTRATION :-**

The Allottee/s and the Promoter shall present this agreement at the proper registration office of registration within the time limit prescribed under the Registration Act and the parties shall attend such office and admit execution thereof.

**36} 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 be considered as properly served on all the Allottees.

**37} DISPUTE RESOLUTION :-**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

**38} 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 at Pune will have the jurisdiction for this agreement.

**39} EFFECT OF LAWS :-**

This agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and 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, 2016.

**40} STAMP DUTY AND REGISTRATION FEE :-**

The Consideration of the said unit as agreed between the Promoter and the Allottee/s herein and also as per the prevailing market rate in the subject locality which is the true and fair market value of the said unit is **Rs. \_\_\_\_\_/-**. This Agreement is executed by the parties hereto under the Real Estate (Regulation and Development) Act, 2016 and rules made there under and Allottee/s is /are desirous to pay the Stamp Duty for this transaction as per the 'The Bombay Stamp Act' for this transaction and as per The Bombay Stamp Act, 1958, **Schedule-I**, Article 25[d] this transaction attracts the Stamp Duty of **Rs. \_\_\_\_\_/-**. The parties hereto shall be entitled to get the aforesaid Stamp Duty adjusted, towards the total duty leviable on the conveyance which is to be executed by the Promoter and the said Owners in favour of the Allottee/s.

**41} INVESTOR :-**

That the Allottee/s is/are purchasing the said unit for investment purpose. In case of resale of the said unit by the Allottee/s to a subsequent Allottee within one year from the date of execution of these presents, the Allottee shall be entitled to claim set off of the stamp duty paid on these presents and the stamp duty paid under this agreement shall be adjusted against the stamp duty chargeable under the subsequent transfer document after keeping the balance of one hundred rupees as contemplated under **Article 5 (g-a) (ii) of the Bombay Stamp Act, 1958** as amended on date.

**SCHEDULE-I**

**[DESCRIPTION OF THE SAID PROPERTY NO.1]**

**ALL THAT PIECE AND PARCEL OF land bearing Survey No.65, Hissa No.2A + 2B + A/2C/1 + A/2C/2 + A/2C/3 + A/2C/4 + 2D + 2E + 2F + 2G + 3/1 + 3/2** totally admeasuring an area **02 Hectors 95 Ares** assessed at **16 Rs. 29 Paise** situated, lying and being at revenue **village-Manjari Budruk, Taluka-Haveli, District-Pune** within the limits of Grampanchayat Manjari Budruk, Taluka Panchayat Samiti Haveli, Zilla Parishad Pune and within the jurisdiction of Sub-Registrar Haveli and bounded as under :-

**ON OR TOWARDS –**

<b>EAST</b>	-	Land of Mr. Maghare and Mr. Bhagat
<b>SOUTH</b>	-	Shewalwadi Road
<b>WEST-</b>		Land of Mr. More and Mr. Kedari
<b>NORTH</b>	-	Pune Solapur Road

**SCHEDULE-II**

**[DESCRIPTION OF THE SAID PROPERTY NO.2]**

**ALL THAT PIECE AND PARCEL OF** land bearing **Survey No.65A/4/2/1A/1A** admeasuring an area **00 Hectare 36 Ares** assessed at **01 Rs. 74 Paise** situated, lying and being at revenue **village-Manjari Budruk, Taluka-Haveli, District-Pune** within the limits of **Grampanchayat Manjari Budruk, Taluka Panchayat Samiti Haveli, Zilla Parishad Pune** and within the jurisdiction of Sub-Registrar Haveli and bounded as under :--

**ON OR TOWARDS –**

EAST	-	Survey No.65A/4/2/1A/2
SOUTH	-	Boundary of Village-Phursungi
WEST-		Land belonging to Mr. Kedari
NORTH	-	Land belonging to Mr. Anil Pandurang Ghule

**SCHEDULE-III****[DESCRIPTION OF THE SAID PROPERTY NO.3]**

**ALL THAT PIECE AND PARCEL OF** land bearing **Survey No.65A/4/2/1A/2** admeasuring an area **00 Hectare 45 Ares** assessed at **02 Rs. 18 Paise** situated, lying and being at revenue **village-Manjari Budruk, Taluka-Haveli, District-Pune** within the limits of **Grampanchayat Manjari Budruk, Taluka Panchayat Samiti Haveli, Zilla Parishad Pune** and within the jurisdiction of Sub-Registrar Haveli and bounded as under :--

**ON OR TOWARDS –**

EAST	-	Survey No.65A/4/2/1B
SOUTH	-	Boundary of Village-Phursungi
WEST-		Survey No.65A/4/2/1A/1A and 65A/4/2/1A/1B
NORTH	-	Pune-Solapur Road

**: SCHEDULE 'IV' ABOVE REFERRED TO :****A] COMMON FACILITIES :-**

1. RCC Frame Work structure of the buildings.
2. Drainage and water line net work.
3. Electric meters and water meter/s connected to common lights, water connections, pump set etc.
4. Light points outside the buildings and the staircase/s as well as those in the Common parking space.
5. One water reservoir of adequate capacity, with water pump connected with overhead water tank.

**B] RESTRICTED AREAS AND FACILITIES :-**

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

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

**GEMINI HOUSING**  
through its proprietor

**PRAKASH HARAKCHAND PARAKH**  
**[THE PROMOTER]**

**[THE ALLOTTEES]**

**WITNESSES :-**

1.   Signature    -  
      Name        -  
      Address     -
  
2.   Signature    -  
      Name        -  
      Address     -

**ANNEXURE -A**  
**TITLE & SEARCH REPORT**

**ANNEXURE- 'B'**  
**7/12 extracts**

**ANNEXURE- 'C'**  
**Plan**

**ANNEXURE- 'D'**  
**LAYOUT**

**ANNEXURE- 'E'**  
**N.A. Order**

**ANNEXURE- 'F'**  
**DETAILS OF THE UNIT**

Flat bearing No.\_\_\_\_ admeasuring a carpet area of \_\_\_\_\_ sq. ft. i.e. \_\_\_\_\_ sq. mtrs. alongwith the exclusive right to use enclosed balcony admeasuring an area \_\_\_ sq. ft. i.e \_\_\_\_\_ sq. mtrs., dry balcony admeasuring an area \_\_\_ sq. ft. i.e. \_\_\_ sq. mtrs. and adjacent terrace admeasuring an area \_\_\_\_\_ sq. ft. i.e. \_\_\_\_\_ sq. mtrs. in \_\_\_ Wing on the \_\_\_\_\_ floor in the scheme known as “Grandbay” being constructed on the said properties more particularly described in the **Schedule- I** written hereinabove

**NOTE :-**

The unit is delineated in RED Colour Boundary line on the plan annexed hereto as Annexure- C

**DECLARATION**

The Allottee/s declare that he/she/they has/have read the agreement/got translated the same and fully aware of the contents therein and thereafter same have been executed by all parties.



[THE ALLOTTEES]

**PRAKASH HARAKCHAND PARAKH**  
Proprietor of **GEMINI HOUSING**  
**[PROMOTER]**

**ANNEXURE – G**

**A} AMENITIES**

- Main entrance with security cabin
- Visitors car parking
- Bus stop for children
- Pergola with sit-out
- Walking track
- Island
- Single player basketball ground
- Sand-pit for children
- Seating area
- Party area
- Stage
- Amphitheater
- Senior citizen sit-outs
- Small party lawn
- Swimming pool (beach bay)
- Poolside deck
- Swimming pool for ladies
- Baby pool
- Space for yoga and meditation
- Reflection pool
- Jogging track
- Open air gym
- Activity area
- Skating ring
- Cycling track
- Water body
- Sit-out
- Multipurpose play court
- Cricket pitch for net practice

**B} FACILITIES & SPECIFICATIONS**

➤ **STRUCTURE & MASONRY**

- Earthquake resistant RCC Frame structure
- External wall 6" eco friendly [light weight]
- Internal wall in 4" brick
- External wall sand faced plaster
- Internal wall and ceiling in gypsum finish

➤ **ELECTRICAL FITTINGS**

- Electrical Concealed copper wiring with modular switches and adequate points in all rooms
- Electrical provision for split A/c in master bedroom
- Telephone point in living room and master bedroom
- Ceiling Fan points in all rooms
- TV Cable point in living room and master bedroom
- Provision for electrical exhaust fan in kitchen, toilets
- Video Door Phone
- Electrical point in dry balcony for washing machine
- Inverter back-up provision for specific lights, fan points
- Lights fittings on every terrace and energy efficient light fixtures for external lighting.

➤ **KITCHEN**

- Granite platform with stainless steel sink
- Provision for Water Purifier for each flat
- Glazed tile dado 5'0" above kitchen otta

➤ **FLOORING**

- Vitrified tile flooring in living room, dining, kitchen, bedroom and passage
- Anti skid ceramic flooring in terrace, dry terrace and toilet floors.

➤ **DRY BALCONY**

- Ceramic tiles dado in dry balcony with provision for water inlet and outlet
- 'EASY DRY' equipments in every dry balcony

➤ **WINDOWS**

- High performance glazing for all habitable rooms
- Color anodized sliding windows and louvered windows for toilet
- Granite cills for all windows
- Powder coated folding door in terrace
- Safety grills in all windows

➤ **BATHROOM / TOILETS**

- Glazed tile dado up to lintel level in all bathroom
- Anti skid Ceramic flooring in all bathrooms
- UPVC concealed plumbing

- Jaquar or equivalent bathroom CP fittings
- Kohler or equivalent sanitary fittings
- Glazed tile dado up to 4 feet level in WC
- Heat pump connection for hot water in all Bathrooms

➤ **PAINTING**

- 100% Acrylic based external paint
- Low-VOC water based / Acrylic paint for all internal walls

➤ **DOORS AND DOOR FRAMES**

- Attractive main entrance door with premium quality fittings and fixtures
- All room door frames in plywood with decorative flush door finished with both side laminate
- Bathroom and WC door frame in granite

➤ **GRILLS AND RAILINGS**

- Oil painted MS safety grills
- Oil painted MS Railing for Terrace

**ANNEXURE- 'H'**

**CERTIFICATE ISSUED BY THE REGULATORY AUTHORITY**