

AGREEMENT

THIS AGREEMENT MADE AT PUNE THIS _____ DAY OF _____ IN THE YEAR TWO THOUSAND AND TWENTY SIX.

BETWEEN

M/s. SHRIRAM DEVELOPERS

PAN No. ABYFS9204K

Having its registered office at – Survey No. 218,
Sant Tukaram Nagar, Matoshree Park II,
Bhosari, Pune – 411039.,

Through its Partners & Authorized Signatory

1. MR. SANTOSH NAMDEORAO PAWAR

Age: 43 Years, Occupation: Business,
PAN NO. AJHPP4776A

2. MR. MAHADEV NARAYAN KAWADE

Age: 52 Years, Occupation: Business,
PAN NO. AJVPK3092Q

3. MR. MAHESH SAHEBRAO GAYAKE

Age: 38 Years, Occupation: Business,
PAN NO. AJMPG2225Q

**Hereinafter referred to as "THE PROMOTER" /
"DEVELOPER" / "BUILDER" / "OWNER"**

(Which the expression shall unless it be repugnant to the context or meaning thereof mean and include the said Owner/Developer/Promoter, its partners, their legal heirs, survivor, executors, administrators, representatives, agents) **OF THE FIRST PART**

AND

1. MRS. KAVITA RANJIT SATAV

Age: 43 Years, Occupation: Homemaker,
PAN No. CDPSP0783N
Aadhar Card No. 3596 8510 9972
Mob No. 8263969478

2. MR. RANJIT RAMESH SATAV

Age: 49 Years, Occupation: Service,
PAN No. BAHPS6608G
Aadhar Card No. 6233 8655 9487
Mob No. 7719961084
Email id: - ranjitsatav3@gmail.com

Both R/at: - Flat no 2, Satav Heights, Satavwadi,
Saswad Road, Hadapsar, Pune - 411028.

Hereinafter referred to as **"THE ALLOTTEE/s / "PURCHASER/s"**

(Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Allottee, their successors, heirs and permitted assignees alone so far as the obligations on the part of the Promoter is concerned) **OF THE SECOND PART**

All the piece and parcel of land or ground admeasuring 01 Hecter 34.40 R equivalent to 13440 Sq. Mtrs. out of total area admeasuring 11 H 87 R (11 H 77 R + 00 H 10 R Potkharaba), assessed at Rs. 16.25 Paisa of property bearing **Survey No. 9**, situated at village **Dhanori**, Tal. Haveli, Dist. Pune.

(Hereinafter referred to as "the project land")

HISTORY

That the entire land bearing Survey No. 09 of village Dhanori, Tal. Haveli, Dist. Pune was previously belongs to Mr. Madhavrao Keshav Gopal and Vasudeo Ganesh Bavdekar. The said owners sold said land to Mr. Gajaba & Kondiba Laxman Khandve by registered sale deed dated 03/12/1947 and on the basis of sale deed mutation Entry No. 484 dated 10/03/1948 was passed in the revenue record and thereby names of the Purchasers namely Mr. Gajaba & Kondiba Laxman Khandve were entered and recorded to the said land as owners thereof.

Previously the said land was jat (caste) inam, on the basis of order of Tahsildar, Haveli, Pune bearing No. WS/H/3041/53, dated 23/10/1953, the said land was converted from Jai Inam to Khalsa land (freehold land) and effect of said order was given to revenue record, vide Mutation Entry No. 755 dated 10/12/1953.

Thereafter, on the basis of Maharashtra State Weight Bridge Act 1958 and Indian Coin Act 1955 new akarbhand was recorded to the said land as per Government Rules vide Mutation Entry bearing No. 1183 dated 10/02/1969 and thereby area of the said land was converted into Hecter and R from Acre and Guntha.

One of the owner Kondiba Laxman Khandve expired at Village Lohegaon on 08/03/1970 leaving behind him following legal heirs namely:-

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| 1. | Kisan Kondiba Khandve | - | Son |
| 2. | Tukaram Kondiba Khandve | - | Son |
| 3. | Suresh Kondiba Khandve | - | Son |
| 4. | Indubai Bhagwat Undre | - | Daughter |
| 5. | Devubai Kondiba Khandve | - | Widow Wife |
| 6. | Narayan Kondiba Khandve (deceased) | - | Son |

- | | | | |
|-----|--------------------------|---|---------------|
| 6a. | Bhimrao Narayan Khandve, | - | Grandson |
| 6b. | Savita Maruti Tingre, | - | Granddaughter |
| 6c. | Rani Narayan Khandve, | - | Granddaughter |

After death of Kondiba Laxman Khandve names of his heirs were brought on record vide Mutation Entry bearing No. 2266 dated 01/07/1979 as owners thereof.

Mutation Entry No. 2577 shows that, Deubai Kondiba Khandve, Kisan Kondiba Khandve, Tukaram Kondiba Khandve, Suresh Kondiba Khandve had borrowed Rs. 40,000/- from Canara Bank for Lift Tagai. Accordingly charge of the said Canara Bank was kept in the other right column of the said property.

The legal heirs of Gajaba Khandve namely Kaluram, Namdeo Khandve, Dnyanoba Gajaba Khandve, Bhamabai Dnyanoba Khandve, have partitioned their shares property between them by executing registered partition deed and thereby devided said land bearing Survey No. 09 in four parts, without the consent of other legal heirs. On the basis of registered partition deed Talathi had prepared Mutation Entry No. 6521 but as their shares were not defined in the revenue record the said mutation was cancelled by the circle officer and hence effect of said partition was not given to the revenue record.

One of the owner, Kisan Kondiba Khandve expired on 04/08/1990 at Village Lohgaon leaving behind him two sons namely Dadasaheb & Samadhan Kisan Khandve, four daughters namely Mrs. Lata Sudam Shinde, Mrs. Sunita Balasaheb Chonde, Shobha Malhari Mandale, Chhaya Kisan Khandve and widow Anusayabai Kisan Khandve as his only legal heirs, after his death names of his legal heirs were brough on record, vide Mutation Entry bearing No. 6648 dated 07/06/1993.

One of the owner Gajaba Laxman Khandve expired on 23/04/1986 leaving behind him following legal heirs namely:-

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| 1. | Dnyanoba Gajaba Khandve | - | Son |
| 2. | Govind Gajaba Khandve
(Deceased on 29/05/1978) | - | Son |
| 2a. | Somnath Govind Khandve | - | Grandson |
| 2b. | Nagnath Govind Khandve | - | Grandson |
| 2c. | Anjanabai Vishnu Moze | - | Granddaughter |
| 2d. | Ranjana Maruti Vagaskar | - | Granddaughter |
| 2e. | Kamal Murlidhar Varghade | - | Granddaughter |
| 2f. | Kanta Maruti Thakur | - | Granddaughter |
| 2g. | Phulabai Govind Khandve | - | Daughter in Law |
| 3. | Hausabai Sudam Lokhande | - | Daughter |
| 4. | Namdeo Laxman Khandve | - | Brother |

(Deceased on 29/08/1988)

- | | | | |
|-----|------------------------|---|---------------|
| 4a. | Kaluram Namdeo Khandve | - | Grandson |
| 4b. | Sindhubai Ramdas Moze, | - | Granddaughter |
| 5. | Kondiba Laxman Khandve | - | Brother |

The another brother Kondiba Laxman Khandve is also expired but his legal heirs were already brought on record vide Mutation Entry No. 2266 and hence the names of aforesaid legal heirs were recorded to the 7/12 extract of said land vide Mutation Entry No. 6712, dated 30/10/1993 as per the application of Dnyanoba Gajaba Khandve.

That Dnyanoba G. Khandve, Somnath & Nagnath Govind Khandve, Phulabai Govind Khandve, Kaluram Namdeo Khandve sold an area admeasuring 00 H 80 R land out of their share property to Jagdish & Rajan C. Chhabria, Mani & Niranjana S. Mathani, Kavita S. Puri, Poonam D. Dalmal, Bindiya B. Chanrai, Mrs. Mali M. Sadhwani, by registered sale deed dated 14/03/1995, which is duly registered at the office of Sub Registrar, Haveli No. 08, Pune at Sr. No. 1285/95 and on the basis of sale deed names of aforesaid purchasers were entered and recorded to the 7/12 extract of the said land, as owners thereof vide Mutation Entry No. 7067 dated 12/04/1995.

The aforesaid owners Mr. Dnyanoba G. Khandve, Somnath & Nagnath Govind Khandve, Phulabai Govind Khandve, Kaluram Namdeo Khandve, then sold 01 H 20 R land out of their share to Jagdish & Rajan C. Chhabria, Mani & Niranjana S. Mathani, Kavita S. Puri, Poonam D. Dalmal, Bindiya B. Chanrai, Mrs. Mali M. Sadhwani by executing registered Sale Deed dated 14/03/1995, which is duly registered at the office of Sub Registrar, Haveli No. 08, Pune at Sr. No. 1286/95 and on the basis of sale deed Mutation Entry No. 7068 dated 12/04/1995 was passed in the revenue record and thereby names of aforesaid Purchasers were entered and recorded to the 7/12 extract of said land as owners thereof.

The said owners i.e. Mr. Dnyanoba G. Khandve, Somnath & Nagnath Govind Khandve, Phulabai Govind Khandve, Kaluram Namdeo Khandve, again sold 01 H 20 R land out of their share to Jagdish & Rajan C. Chhabria, Mani & Niranjana S. Mathani, Kavita S. Puri, Poonam D. Dalmal, Bindiya B. Chanrai, Mrs. Mali M. Sadhwani by executing registered sale deed dated 24/03/1995, which is duly registered at the office of Sub Registrar, Haveli No. 8, Pune at Sr. No. 1287/1995 and on the basis of Sale deed Mutation Entry No. 7069, dated 13/04/1995 was passed in the revenue record and thereby names of aforesaid purchasers were entered and recorded to the 7/12 extract of said land as owners thereof.

One of the owners Suresh Kondiba Khandve expired on 28/10/1994 at Village Lohgaon leaving behind him following legal heirs namely :-

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| 1. | Deepak Suresh Khandve | - | Son |
| 2. | Sanjay Suresh Khandve | - | Son |
| 3. | Anita kanhu Lokhande | - | Daughter |
| 4. | Tulasabai Suresh Khandve | - | Widow Wife |

As his only legal heirs, after his death names of his legal heirs were brought on record, vide mutation entry No. 7260 dated 29/02/1996.

One of the owners Bhimrao Narayan Khandve expired on 22/08/1997 leaving behind him following legal heirs namely :-

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| 1. | Avinash Bhimrao Khandve | - | Son |
| 2. | Akshay Bhimrao Khandve | - | Son |
| 3. | Senha Bhimrao Khandve | - | Daughter |
| 4. | Laxmi Bhimrao Khandve | - | Widow Wife |

as his only legal heirs and after his death names of his legal heirs were brought on record, vide Mutation Entry bearing No. 10622 dated 03/10/1998.

That the owners i.e. Mr. Jagdish & Rajan C. Chhabria, Mani Niranjan S. Mathani, Kavita S. Puri, Poonam D. Dalmal, bindiya B. Chanrai, Mrs. Mali M. S adhwani have sold their area admeasuring 03 H 20 R land, out of the said land to Country Retreat Co-Op. Housing Society Ltd., (which is subsequently changed to Country Retreat 1 Co-Op. Housing Society Ltd.) by executing registered Sale Deed dated 10/01/1997 which is duly registered at the office of Sub Registrar, Haveli No. 08, Pune at Sr. No. 168/97 and on the basis of sale deed Mutation Entry No. 11493 of aforesaid Purchasers were entered and recorded to the 7/12 extract of said land as owners thereof for area purchased.

Some of the owners of the said land i.e. Laxmibai Bhimrao Khandve, Avinash Bhimrao Khandve, Akshay Bhimrao Khandve, Sneha Bhimrao Khandve, Savita Maruti Tingre, Maruti Baburao Tingre, Sambhaji Maruti Tingre, Swami Maruti Tingre, Viya Ajay Bhoir, Archana Deodas Bandal, Manisha Mahadu Pathare alias Rani Narayan Khandve & Mahadeo Baban Pathare then entered into Development Agreement and Power of Attorney with Goel Nitron Housing Pvt. Ltd through its authorized Director Mr. Subhas Sitaram Goel and Rajendra Sitaram Goel of their shares land admeasuring 01 H 48.375 R on 17/04/2003, which were duly registered at the office of Sub Registrar, Haveli No. 08, Pune at Sr. No. 1529/2003 and 1530/2003 respectively.

Mutation Entry No. 20096 shows that, as per the order of Joint District Registrar Class- I Alias Collector of Stamps, Pune District bearing No. सजनि/मुशु./थकित/वसुली/३०६७/२०१० dated 04/01/2012 charge of insufficient stamp for Document bearing No. 5820/2004 was kept in the other right column of the said property.

The another branch of the landowners i.e. Tulsabai Suresh Khandve, Deepak Suresh Khandve, Sanjay Suresh Khandve, Anita Kanhu Lokhande then entered into Development Agreement and Power of Attorney of their shares land admeasuring 01 H 48.375 R with Nyati Builders Pvt. Ltd. through its Director Mr. Nitin Dwarkadas Nyati on 19/08/2003, which were duly registered at the office of Sub – Registrar, Haveli No. 08, Pune at Sr. No. 3580/2003 and 3581/2003 respectively, read with correction deed dated 25/02/2004, which is duly registered at the office of Sub Registrar Haveli No. 08, Pune at Sr. No. 2503/2004.

The another branch of the landowners i.e. Anusaya Kisan Khandve, Dadasaheb Kisan Khandve, Samadhan Kisan Khandve, Lata Sudam Shinde, Shobha (Shubha) Malhari Mandale, Sunita Balasaheb Chondhe, Chhaya Kisan Khandve alias Chhaya Suresh Gote then entered into Development Agreement and Power of Attorney with Goel Nitron Housing Pvt. Ltd through its authorized Director Mr. Subhas Sitaram Goel and Rajendra Sitaram Goel of their shares land admeasuring 01 H 48.375 R on 06/10/2003, which were duly registered at the office of Sub-Registrar, Haveli No. 08, Pune at Sr. No. 4253/2003 & 4254/2003 respectively and thereby each branch allowed respective developers to develop said land or assign, transfer or sell their right, title and interest to the third party or to the intending Purchaser/s.

Thereafter Goel Nitron Housing Pvt. Ltd through its authorized Director Mr. Subhas Sitaram Goel and Rajendra Sitaram Goel then with the consent of the landowners has transferred their rights of agreement dated 17/04/2003 and 06/10/2003 in favour of Nyati Builders Pvt. Ltd. through its Director Mr. Nitin Dwarkadas Nyati by an agreement and Power of Attorneys dated 04/11/2003, which were duly registered at the office of Sub-Registrar, Haveli No. 8, Pune at Sr. No. 4926/2003, 4927/2003 & 4928/2003 respectively and thus the said Nyati Builders Pvt. Ltd. through its Director Mr. Nitin Dwarkadas Nyati had acquired development rights of aforesaid owners of the area of 04 H 45.125 R.

That Indubai Bhagwan Undre has released her right, title and interest from the said property in favour of Dadasaheb Kisan Khandve, Samadhan Kisan Khandve, Anusayabai Kisan Khandve, Lata Sudam Shinde, Sunita Balasaheb Chaundhe, Chaya Kisan Khandve, Shobha Malhari Mandale, Deepak Suresh Khandve, Sanjay Suresh Khandve, Anita Kalu Lokhande, Tulsabai Suresh

Khandve. The said Release Deed is registered in the office of Sub Registrar Haveli No. 8 noted at Sr. No/ 2868/2005 on 11/04/2005.

That Laxmibai Bhimrao Khandve, Avinash Bhimrao Khandve, Akshay Bhimrao Khandve, Sneha Bhimrao Khandve, Savita Maruti Tingre, Maruti Baburao Tingre, Sambhaji Maruti Tingre, Swami Maruti Tingre, Vidya Ajay Bhoir, Archana Deodas Bandal, Manisha Mahadu Pathare, Alias Rani Narayan Khandve, Mahadeo Baban Pathare, through their power of Attorney Holder Goel Nitron Husing Pvt. Ltd. through its Director Subhash Sitaram Goel and or Rajendra Sitaram Goel though substituted Power of Attorney Holder Nitin Dwarkadas Nyati, Tulsabai Suresh Khandve, Deepak Suresh Khandve, Sanjay Suresh Khandve, Anita Kanhu Lokhande, through their Power of Attorney Holder Nyati Builders Pvt. Ltd. through its Director Nitin Dwarkadas Nyati, Anusaya Kisan Khandve, Dadasaheb Kisan Khandve, Samadhan Kisan Khandve, Lata Sudam Shinde, Shobha (Shubha) Malhari Mandale, Sunita Balasaheb Chondhe, Chhaya Kisan Khandve Alias Chhaya Suresh Gote through Power of Attorney Holder Goel Nitron Housing Pvt. Ltd. through its Director Subhash Sitaram Goel and/or Rajendra Sitaram Goel through its Power of Attorney Holder Nyati Builders Pvt. Ltd. through its Director Nitin Dwarkadas Nyati Through substituted POA holder Sahara India Commercial Corporation Ltd., through their substituted POA holder Khushal City Homes Mau Pvt. Ltd. through authorized officer Pushpak Kumar Singh with the consent of 1) Goel Nitron Husing Pvt. Ltd. through its Director Subhash Sitaram Goel and or Rajendra Sitaram Goel, 2) Nyati Builders Pvt. Ltd., 3) Sahara India Commercial Corporation Ltd. & 4) Khushal City Homes Mau Pvt. Ltd. have sold an area admeasuring 04 H 45.125 R to Sahara Prime City Ltd. by registered Sale Deed. the said Sale Deed is registered in the office of Sub Registrar Haveli No. 4 noted at Sr. No. 12324/2011 on 30/12/2011. As per the said Sale Deed name of Sahara Prime City Ltd. is recorded in the record of 7/12 extract of the said property as owner thereof to the extent of area admeasuring 04 H 45.125 R.

The aforesaid developers and landowners i.e. Tulsabai Suresh Khandve, Deepak Suresh Khandve, Sanjay Suresh Khandve, Anita Kanhu Lokhande, Laxmibai Bhimrao Khandve, Avinash Bhimrao Khandve, Akshay Bhimrao Khandve, Sneha Bhimrao Khandve, Sambhaji Maruti Tingre, Swami Maruti Tingre, Vidya, Manisha Mahadu Pathar, Mahadeo Baban Pathare, Anusaya Kisan Khandve, Dadasaheb Kisan Khandve, Samadhan Kisan Khandve, Lata Sudam Shinde, Shobha Nakhari Mandale, Sunita Balasaheb Chonde and Chaya Suresh Gote Then transferred their rights of 04 H 45.125 R land in favour of Sahara India Commercial Corporation Ltd., by executing registered Joint Development Agreement and separate

Substituted Power of Attorneys dated 20/06/2004, which were duly registered at the office of Sub Registrar, Haveli No. 8, Pune at Sr. No. 6944/2004 (Development Agreement), 5644/2007 (Power of Attorney), 5645/2007 (Power of Attorney) on 20/09/2004 and 27/07/2007 respectively. Thereafter Correction Deed to the substituted Power of Attorney dated 27/07/2007 bearing No. 5644/2007 was got executed on 07/12/2007, which is duly registered at the office of Sub Registrar Haveli No. 08, Pune at Sr. No. 8208/2007.

Thereafter Sahara India Commercial Corporation Ltd., in tern assigned and transferred their development rights of Survey No. 09 of an area admeasuring 04 H 45.125 R land in favour of their subsidiary company Khushal City Homes MAU Pvt. Ltd. on 08/05/2008 by registered Development Agreement & substituted Power of Attorney, which were duly registered at the office of Sub Registrar Haveli No. 08, Pune, at Sr. No. 4080/2008 & 4081/2008 and thereby allowed said developer to develop said land or assign, transfer and sell the rights of said land/development agreement and power of attorney in favour of the intending purchasers. At the time of execution of aforesaid Development Agreement some mistakes are occurred in the said Agreement and hence for correction of mistake the parties of the said Deed have executed a Deed of Correction dated 29/07/2008 which is duly registered at the office of Sub Registrar, Haveli No. 08, Pune at Sr. No. 6306/2008.

And whereas vide a Deed of sale dated 29/12/2011 duly registered at Sr. No. 12323/2011 with the Sub Registrar Haveli No. 4 the said heirs of the said Late. Bhimrao Narayan Khandve (i.e. Laxmi Bhimrao Khandve, Avinash Bhimrao Khandve, Akshay Bhimrao Khandve and Sneha Bhimrao Khandve) the said heirs of the said Late. Kisan Kondiba Khandve (i.e. Anusaya Kisan Khandve, Dadasaheb Kisan Khandve, Samadhan Kisan Khandve, Lata Sudam Shinde, Sunita Balasaheb Chonde, Shoba Malhari Mandale and Chhaya Kisan Khandve) and the said heirs of the said Late. Suresh Kondiba Khandve (i.e. Tulsabai Suresh Khandve, Deepak Suresh Khandve, Sanjay Suresh Khandve and Anita Kanhu Lokhande) with the consent of said Goel Nitron Housing Private Limited, Nyati Builders Private Limited, Sahara India Commercial Corporation Limited and Khushal City Homes MAU Private Limited assigned, transferred, assured and conveyed their respective holdings in the said larger land to/in favour of the Sahara Prime City Limited and whereas the name of Sahara Prime City Limited was duly entered in the 7/12 extract pertaining to the said land bearing Survey No. 9, Dhanori, Pune as holder of the said portion admeasuring 04 Hectors 45.125 R vide mutation Entry No. 20178.

Avinash Bhimrao Khandve and others and Sahara Prime City Limited have got registered Deed of Declaration/Deed Poll. The said Declaration Deed/Deed Poll is registered in the office of Sub Registrar Haveli No. 3 noted at Sr. No. 8281/2014 on 18/09/2014.

Thereafter Sahara Prime City Limited with the consent of (I) (i)Shantaram Bhagwan Undre, (ii)Baban Bhagwan Undre, (iii) Baasaheb Bhagwan Undre, (iv)Malan Vitthal Ravelkar and (v) Shalan Jaysingh Kakde through their constituted Attorneys Nirvana Multicon private Limited through its authorized Signatory Rohit Sureschand Garg and M/s. Shriram Developers Through its Partners Hiramn Tukaram Khandve & (II) Dipak Tukaram Khandve had sale, assigned, conveyed in favour of (I) Nirvana Multicon Private Limited through its Directors Rahul Sureschand Garg, Nijanand Jagannath Khamkar and Hiranman Tukaram Khandve and (II) Shriram Developers through its Partners Mahadev Kawade, Santosh Namdeorao Pawar, Mahesh Sahebrao Gayake, Hiranman Tukaram Khandve & Nijanand Jagannath Khamkar by executing registered Deed of Conveyance. The said Deed of Conveyance is registered in the office of Sub Registrar Haveli No. 11 noted at Sr. No. 12555/2017 on 07/12/2017 which is registered in the duplicate by its No. 12556/2017. Accordingly as per the said Deed of Conveyance names of (I) Nirvana Multicon Private Limited through its Directors Rahul Sureschand Garg, Nijanand Jagannath Khamkar and Hiranman Tukaram Khandve and (II) Shriram Developers through its Partners Mahadev Narayan Kawade, Santosh Namdeorao Pawar, Mahesh Sahebrao Gayake, Hiranman Tukaram Khandve & Nijanand Jagannath Khamkar are recorded in the record of 7/12 extract as owners by mutation entry No. 23479 to the extent of area admeasuring 04 H 45.125 R (names of Nirvana Multicon Private Limited through its Directors Rahul Sureschand Garg, Nijanand Jagannath Khamkar and Hiranman Tukaram Khandve recorded for the area admeasuring 02 H 20.125 R and names of Shriram Developers through its Partners Mahadev Narayan Kawade, Santosh Namdeorao Pawar, Mahesh Sahebrao Gayake, Hiranman Tukaram Khandve & Nijanand Jagannath Khamkar recorded for the area admeasuring 02 H 25 R).

It is seen from the record that Sahara Prime City Limited with the consent of Shantaram Bhagwan Undre, Baban Bhagwan Undre, Balasaheb Bhagwan Undre, Malan Vitthal Khalekar, Shalan Jaysingh Kakde agreed to sale the property bearing Survey No. 9, out of it area admeasuring 04 H 45.125 R i.e. 44512.5 Sq Mtrs. of village Dhanori, Tal. Haveli, Dist. Pune to Nirvana Multicon Private Limited through its Director Rahul Sureshchand Garg & Nijanand Jagannath Khamkar & Shriram Developers thorough its Partners Mahadev Narayan Kawade, Santosh Namdevrao Pawar, Mahesh Sahebrao Gayake, Hiranman Tukaram Khandve & Nijanad Jagannath

Khamkar. The said Agreement to Sale is registered in the office of Sub Registrar Haveli No. 11 noted at Sr. No. 9840/2017 on 05/10/2017.

Mutation Entry No. 20909 shows that, Indubai Bhagwan Undre expired on 26/11/2008 leaving behind here following legal heirs namely:-

1.	Bhagwan Devji Undre	-	Husband
2.	Shantaram Bhagwan Undre	-	Son
3.	Baban Bhagwan Undre	-	Son
4.	Balasaheb Bhagwan Undre	-	Son
5.	Malan Vitthal Khalekar	-	Daughter
6.	Shalan Jaisingh Kakade	-	Daughter

Accordingly after the demise of Indubai Bhagwan Undre names of her above mentioned legal heirs are recorded in the record of 7/12 extract. Its seems from the record that on the said mutation entry RTS appeal was filed having its No. RTS/Appeal/46/2016 before Sub Divisional Officer, Haveli, Pune. That as per the order off Sub Divisional Officer, Haveli, Pune the said mutation entry has been canceled and the names of legal heirs of Indubai Bhagwan Undre were deleted from the 7/12 extract of the said property. accordingly effect of the same was given in the revenue record by mutation entry No. 23457.

Mutation Entry No. 23450 shows that, a) Nirvana Multicon Private Limited through its Director 1) Rahul Sureshchandra Garg, 2) Nijanand Jagannath Khamkar, 3) Hiranman Tukaram Khandve, & b) Shriram Developers through its Partner 1) Mahadeo Narayan Kawade, 2) Santosh Namdeorao Pawar, Hiranman Tukaram Khandve, Mahesh Sahebrao Gayke, Nijanand Jagannath Khamkar have purchased an area admeasuring 00 H 04.4512 R i.e. 44512 Sq. Mtrs. by registered Sale Deed. The said Sale Deed is registered in the office of Sub Registrar Haveli No. 11 noted at Sr. No. 12543/2017 on 08/12/2017. As per the said Sale Deed Nirvana Multicon Private Limited have purchased an area admeasuring 02 H 20.12 R i.e. 220.12 Sq. Mtrs. and Shriram Developers have purchased 02 H 25 R. as per the said Sale Deed Talati Officer had prepared Mutation Entry No. 23450 which is rejected by the Circle Officer due to incomplete description in the said mutation entry.

Mutation Entry No. 23586 shows that, as per the Government GR bearing no. भू.अ./प्र. क्र. १८० /ल-१ दि.०७/०५/२०१६ to rectify the revenue record and to correct the accuracy from handwritten to computerization the mistake regarding other right column were corrected accordingly effect of the same was to the 7/12 extract by mutation entry no. 23585.

Mutation Entry No. 22697 shows that, as per the Government GR bearing no. भू.अ./प्र. क्र. १८० /ल-१ दि.०७/०५/२०१६ to rectify the revenue record and to correct the accuracy from handwritten to computerization the mistake regarding occupier right column were corrected accordingly effect of the same was to the 7/12 extract by mutation entry no. 22697.

Mutation Entry No. 23749 shows that, remark of charge of insufficient stamp duty of Collector of Stamp, Pune was deleted as Sahara Commercial Corporation have paid the said amount. Accordingly effect of the same was given in the revenue record.

Mutation Entry No. 23975 shows that, as per the order of Compromise Purshis under Regular Civil Suit bearing No. 1943/2017 of Civil Judge Junior Division, Pune an area admeasuring 00 H 30 R was recorded in the record of 7/12 extract on the name of Tukaram Kondiba Khandve by deducting the said area from share of Shriram Developers. Accordingly effect of the same is given in the revenue record.

That Sahara Prime City Limited have executed correction Deed in respect of the schedule property regarding mistake in the boundaries of the said property in favour of Nirvana Multicon Private Limited through its Director 1) Rahul Sureshchandra Garg, 2) Nijanand Jagannath Khamkar, 3) Hiranman Tukaram Khandve, & b) Shriram Developers through its Partner 1) Mahadeo Narayan Kawade, 2) Santosh Namdeorao Pawar, Hiranman Tukaram Khandve, Mahesh Sahebrao Gayke, Nijanand Jagannath Khamkar. The said correction deed is registered in the office of Sub Registrar Haveli No. 10 noted at Sr. No. 12503/2019 & 12503/2019 (for Duplicate Document) on 30/05/2019.

That Shriram Developers through its Partner 1) Mahadeo Narayan Kawade, 2) Santosh Namdeorao Pawar, Hiranman Tukaram Khandve, Mahesh Sahebrao Gayake, Nijanand Jagannath Khamkar have got demarcation in respect of the said property from the office of Taluka Inspector Land Record by its No. 23419/2017 on 09/03/2018.

That the owners have obtained D. P. Opinion in respect of the said property from Pune Municipal Corporation by its No. Zone-1/2322 on 24/08/2018.

That the promoter and developers that Shriram Developers through its Partner Santosh Namdeorao Pawar had carried out Commencement Certificate regarding Land Division of the said property from the Pune Municipal Corporation. Accordingly Shriram Developers through its Partner Santosh Namdeorao Pawar has obtained Subdivision certificate by its CC/1063/19 dated 09/08/2019 which is revised by its no. CC/2280/22 on 29/11/2022 which is further revised by its no. CC/2832/23 on

07/02/2024 which is further revised by its no. CC/1740/24 dated 26/09/2024 in respect of the said property.

That the Promoter and Developers that Shriram Developers through its Partner Santosh Namdeorao Pawar have obtained NOC for construction of Building from CATCO Office HQ SWAC, IAF VSN, Chiloda, Gandhinagar, Gujarat-382042 by its No. SWAC/S 2551/1/1/ATC dated 28/05/2020.

That the Promoter and Developers that Shriram Developers through its Partner Santosh Namdeorao Pawar had carried out demarcation of the said property from the Deputy Superintendent of Land Record, Haveli Pune. Accordingly Shriram Developers through its Partner Santosh Namdeorao Pawar has obtained demarcation certificate by its M.R. No. 31572/2020 dated 10/08/2020 in respect of the said property.

Thereafter Shriram Developers through Mahadev Kawade and Others have preferred building plan of the said property and had got building plan sanctioned from the office of Pune Municipal Corporation vide No. CC/1063/19 dated 09/08/2019 which is revised by its no. CC/2280/22 on 29/11/2022 which is further revised by its no. CC/2832/23 on 07/02/2024 which is further revised by its no. CC/1740/24 dated 26/09/2024 in respect of the said property.

That Shriram Developers through its Partner Santosh Namdeorao Pawar and Others have sold an area admeasuring 00 H 8.56 R i.e. 855.57 sq. mtrs. to Subhadra Education Society SNBP by executing a registered Sale deed. The said Sale deed is registered in the office of Sub-Registrar Haveli 14 vide it's No. 12738/2021 on 22/10/2021. Accordingly, as per the said Sale deed, name of Subhadras Education Society SNBP is recorded in the record of 7/12 extract as owner thereof by Mutation entry No. 25149.

That out of 01 Hecter 86.44 R equivalent to 18644.43 Sq. Mtrs. an area admeasuring 700 Sq. Mtrs is acquired for Road Widening, an area admeasuring 4502 Sq. Mtrs is acquired HDH, an area admeasuring 5427.18 Sq. Mtrs is acquired for Garden reservation.

That Shriram Developers through its Partner Santosh Namdeorao Pawar and Others have sold an area admeasuring 5202 Sq. Mtrs. [which is reserved for HDH (admeasuring area 4502 Sq. Mtrs.) and Road (area admeasuring 700 Sq. Mtrs.)] to SAROJ INFRABUILD LLP by executing a registered Sale deed. The said Sale deed is registered in the office of Sub-Registrar Haveli-01 vide it's No. 7320/2023 on 19/04/2023. Accordingly, as per the said Sale deed,

name of SAROJ INFRABUILD LLP is yet to be recorded in the record of 7/12 extract as owner thereof.

Thereafter the said Owners have applied for use of said land into non agricultural purpose i.e. for residential purpose. Accordingly Additional Tahsildar, Haveli had got converted land of an area admeasuring 8015.25 Sq. Mtrs. into residential and commercial use by its order dated 18/04/2023 by its No. Jameen/NA/SR/421/2022.

AND WHEREAS the Promoter has proposed to construct on the project land a scheme comprising of ownership Apartment, in the name of **“SHRIRAM NYSA”** [Herein after referred to as the **“said project”**] consisting of building/floors/units as tabled herein below;

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Vendor/Promoter is in possession of the project land.

AND WHEREAS the Promoter has proposed to construct on the project land.....

Total potential of project

WING / BUILDING	OCCUPATION TYPE	PROPOSED NUMBER OF FLOORS	TOTAL PROPOSED NUMBER OF UNITS IN THE BUILDING/ WING	PHASE
A	Residential + Commercial	Basement 1 + Ground + 9 Floors	11 Shops + 62 Flats	1
B	Residential + Commercial	Basement 1 + Basement 2 + Ground + 9 Floors	21 Shops + 80 Flats	1
C	Residential + Commercial	Basement 1 + Basement 2 + Ground + 9 Floors	11 Shops + 80 Flats	1
D	Residential	Basement 1 + Ground + 9 Floors	62 Flats	1

Till date sanctioned details

WING/ BUILDING	OCCUPATION TYPE	SANCTIONED NUMBER OF FLOORS	TOTAL SANCTIONED NUMBER OF UNITS IN THE BUILDING/WING	PHASE
A	Residential + Commercial	Basement 1 + Ground + 9 Floors	11 Shops + 62 Flats	1
B	Residential + Commercial	Basement 1 + Basement 2 + Ground + 9 Floors	21 Shops + 80 Flats	1
C	Residential + Commercial	Basement 1 + Basement 2 + Ground + 9 Floors	11 Shops + 80 Flats	1
D	Residential	Basement 1 + Ground + 9 Floors	62 Flats	1

That as on today the PMC has issued sanctioned Plan as per mentioned above consisting of 284 Flats (Apartments) + 43 Shops. (hereinafter referred to as the **"Said Building/s"** for the sake of brevity).

AND WHEREAS the Allottee is offered an **Apartment No. 303** in **Wing "B"** on the **3rd Floor**, type **3 BHK** (herein after referred to as the said "Apartment") in the building called **"SHRIRAM NYSA"** (herein after referred to as the said "Building") being constructed in the single phase of the said project, by the Promoter.

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

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at **P52100049622** authenticated copy is attached in Annexure.

AND WHEREAS the Promoter has appointed Ajay Bhilare and Associates as structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement & Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Sandeep Hardikar & Associates and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, and sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an **Apartment No. 303** on **3rd Floor** type **3 BHK** in **Wing "B"** situated in the building being constructed in the single phase of the said Project,

AND WHEREAS the carpet area of the said Apartment is **83.72 Square Meters** and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

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;

WHEREAS prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs. 2,00,000/- (Rs. Two Lakhs Only)**, being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

Part payment is as follows:-

Rs. 2.00,000/-	Paid by Cheque bearing No. 168015 from Canara Bank, Hadapsar Branch dated 08/04/2026.
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AND WHEREAS under the said Acts the Promoter is required to execute a written Agreement for sale of said Flat with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/covered parking (if applicable).

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

1. The Promoter shall construct the said building/s consisting of Basement 1 + Ground + 9 upper Floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Apartment No. 303** of the type **3 BHK** of carpet area admeasuring **83.72 Sq. Meters** on **3rd Floor** in **Wing "B"** in the building **"SHRIRAM NYSA"** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure for the consideration of **Rs. 63,50,000/- (Rupees Sixty Three Lakhs Fifty Thousand Only)** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (The price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottees have paid on or before execution of this agreement a sum of **Rs. 2,00,000/- (Rs. Two Lakhs Only)** (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs. 61,50,000/- (Rupees Sixty One Lakhs Fifty Thousand Only)** in the following manner:-

Sr No.	Particulars
I	20% at the time of Booking.
II	15% at the time of completion of plinth and at the time of agreement.
III	15 % at the time of completion of First Slab.
IV	10 % at the time of completion of Third Slab.
V	8 % at the time of completion of Fifth Slab.
VI	8 % at the time of completion of Sixth Slab
VII	5 % at the time of completion of Seven Slab.
VIII	5% at the time of completion of the walls, internal plaster, floorings doors and windows of the said Apartment/Office/Shop.
IX	3% at the time of completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment/Office/Shop.
X	3% at the time of completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment/Office/Shop is located.
XI	5 % at the time of completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement/Office/Shop of sale of the building or wing in which the said Apartment/Office/Shop is located.
XII	3% at the time of handing over of the possession of the Apartment/Office/Shop to the Allottee on or after receipt of occupancy certificate or completion certificate.
	TOTAL CONSIDERATION (100%)

1a. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

1b. The Total Price is escalation-free, save and except escalations / increases, due to increase on account of development charges payable to the competent authority and / or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said

notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1c. The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 5 % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an Allottee by the Promoter.

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

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

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

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

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1.10 square meters i.e. 14749.53 Sq. Mtrs. only and Promoter has planned to utilize Floor Space Index of 47259.99 Sq. Mtrs. 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 62008.53 sq. Mtrs. as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Shop based on the proposed construction and sale of Shops to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

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

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

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before **June 2026**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3(three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to

indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

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

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

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business. (*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s)s of Apartments in the building shall join informing and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter

within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the building or wing in which the said Apartment is situated.

9.2 The Promoter shall, within three months of registration of the Federation/ apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/ Lessor / Original Owner/ Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of **Rs. 5 per sq. Ft. of Carpet area** per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance / assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

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

(i) Rs. (NIL) for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. (NIL) for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. (NIL) for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.

(iv) Rs. 5 per Sq. Ft. of Carpet area for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs. (NIL) For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs (NIL) for deposits of electrical receiving and Sub Station provided in Layout.

11. The Allottee shall pay to the Promoter a sum of Rs. 15,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney at Law / Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

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

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this

agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or

penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the

concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

18. BINDING EFFECT

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

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the

Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVERREFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

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

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

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

FOR ALLOTTEE:**1. MRS. KAVITA RANJIT SATAV**

Age: 43 Years, Occupation: Homemaker,
 PAN No. CDPPS0783N
 Aadhar Card No. 3596 8510 9972
 Mob No. 8263969478

2. MR. RANJIT RAMESH SATAV

Age: 49 Years, Occupation: Service,
 PAN No. BAHPS6608G
 Aadhar Card No. 6233 8655 9487
 Mob No. 7719961084
 Email id: - ranjitsatav3@gmail.com

Both R/at: - Flat no 2, Satav Heights, Satavwadi,
 Saswad Road, Hadapsar, Pune - 411028.

FOR PROMOTER:**M/s. SHRIRAM DEVELOPERS**

PAN No. ABYFS9204K
 Having its registered office at – Survey No. 218,
 Sant Tukaram Nagar, Matoshree Park II, Bhosari, Pune – 411039.,

Through its Partners & Authorized Signatory**1. MR. SANTOSH NAMDEORAO PAWAR**

Age: 43 Years, Occupation: Business,
 PAN NO. AJHPP4776A

2. MR. MAHADEV NARAYAN KAWADE

Age: 52 Years, Occupation: Business,
 PAN NO. AJVPK3092Q

3. MR. MAHESH SAHEBRAO GAYAKE

Age: 38 Years, Occupation: Business,
 PAN NO. AJMPG2225Q

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

28. JOINT ALLOTTEES

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

29. STAMP DUTY AND REGISTRATION

The consideration of the said agreement between the Promoter and the Allottee/s herein is as per the prevailing market rate in the subject locality. This agreement is executed by the parties hereto under the Maharashtra Ownership Flats Act, 1963, Maharashtra Apartment Ownership Act, 1970 and The Real Estate (Regulation and Development) Act, 2016 and the stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule-1, Article 25 (d). The parties hereto shall be entitled to get the aforesaid stamp duty, adjusted, livable on the conveyance, which is to be executed by the Promoter/Owners herein in favor of the Allottee/s herein. If any additional stamp duty or other charges are required to be paid at the time of conveyance the same shall be paid by the Allottee alone. In case there is any requirement to pay any additional stamp duty either at the time of registration of these presents or at the time of execution and registration of Deed of Apartment or conveyance deed in favour of apartment, the same shall be borne by the Allottee herein. In case the Allottee failed to pay the same the Promoter and the third party shall be under no liability to execute the Deed of Apartment/conveyance and the Promoter/ Third Party shall be absolved of all the liability as cast upon them under Maharashtra Ownership of Flats Act. It is also agreed that in case there is any increase in the registration charges the same shall be borne by the Allottee herein.

The purchaser herein has agreed to purchase the said Apartment as on investor as laid down in Article 5(G-A)(2) of the Bombay Stamp Act 1958 & hence it is entitled to adjust the stamp duty to the agreement against the duty payable to the agreement by the Purchaser herein to the subsequent Purchaser as per provision of the said clause Article 5(G-A)(2). The Purchaser/s declares hereby that he/ she/ they has/ have read and fully understood and agreed to the contents of this agreement and thereafter the same has been executed by the Purchaser/s.

30. DISPUTE RESOLUTION

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

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune courts will have the jurisdiction for this Agreement.

(I) SCHEDULE OF THE PROPERTY

All The Piece And Parcel Of Land Or Ground Admeasuring 01 Hecter 34.40 R Equivalent To 13440 Sq. Mtrs. Out Of Total Area Admeasuring 11 H 87 R (11 H 77 R + 00 H 10 R Potkharaba), Assessed At Rs. 16.25 Paisa Of Property Bearing Survey No. 9, Situated At Village **Dhanori**, Tal. Haveli, Dist. Pune Within The Local Limits Of Pune Municipal Corporation And Within The Jurisdiction Of Sub-Registrar Haveli & Which Is Commonly Bounded As Under -

- On Or Towards East : By Partly By Boundary Of Villages Dhanori and Lohegaon and Partly by portion out of Survey No. 9, Dhanori conveyed in favour of Nirvana Multicon Private Limited.
- On or towards South : By portion out of Survey No. 9, Dhanori conveyed in favour of Nirvana Multicon Private Limited.
- On or towards West : By land out of Survey No. 9, Dhanori held by Tukaram Khandve.
- On or towards North : By land bearing Survey No. 69, Dhanori being Forest Land.

Together with all rights, liberties, easements, privileges, hereditaments and appurtenances thereto.

(II) SCHEDULE OF THE TENAMENT

The Purchaser/s hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser/s

- APARTMENT NO** : **303**
- FLOOR** : **3rd**
- WING** : **B**
- CARPET AREA** : **83.72 Square Meters**
- TYPE** : **3 BHK**

The project is called “SHRIRAM NYSA”

Along with **One Covered Car Parking** common amenities & facilities.

OTHERS

- BALCONY** : **12.78 Square Meters**
- ENCLOSED BALCONY** : **NIL**
Enclosed Area (For the purpose of this agreement balcony area is defined as balcony/enclosed balcony area as shown in the sanctioned building plans by the local authority)

IN WITNESS WHEREOF THE PARTIES HERETO HAVE
HERE UNTO SET AND SUBSCRIBED THEIR RESPECTIVE
HANDS AND SEALS ON THE DAY, MONTH AND THE YEARS
HEREIN ABOVE WRITTEN.

Sign.....
1. MR. SANTOSH NAMDEORAO PAWAR

Sign.....
2. MR. MAHADEV NARAYAN KAWADE

Sign.....
3. MR. MAHESH SAHEBRAO GAYAKE
No. 1 to 3 as Authorized Signatory & Partner's for
M/s. SHRIRAM DEVELOPERS
PROMOTER/DEVELOPER/OWNERS
PARTY OF THE FIRST PART

1. MRS. KAVITA RANJIT SATAV

2. MR. RANJIT RAMESH SATAV
ALLOTTEE/PURCHASER
PARTY OF THE SECOND PART

WITNESSES:

1.

Name :

Sign :

R/at:

2.

Name :

Sign :

R/at:

SECOND SCHEDULE ABOVE REFERRED TO
COMMON AREAS AND FACILITIES

(a) COMMON AREAS

1. The land under the buildings.
2. The footings, RCC structures and main walls of the buildings.
3. Staircase, columns and lift as with lift room in/on/above the building/s.
4. Common sewage/Drainage, Water, Electrical Lines, Power Backup.
5. Common ground water storage tank and overhead tank.
6. Electrical meters, wiring connected to common lights, lifts, pumps, solar water heating system, all types of pumps.

(b) LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two tenements/flats/units shall be limited common property of the said two tenements/flats/units.
2. The parking areas on/under stilts/ marginal open spaces/ side margins/podium/ basements and portions thereof may be allotted for exclusive use of the specific tenements/flats/units by the Promoter as per his discretion or retained by it.
3. Other exclusive and limited common area and facilities as mentioned in the agreement.
4. All areas which are not covered under aforesaid head common areas and facilities are restricted areas and facilities.
5. Land around building and open areas.
6. Terrace on the top of Building including the self-contained lift room
7. Passage leading to top terrace from the last floor.

ANNEXURE-A
[CERTIFICATE OF TITLE]

On the basis of inspection of Index Registers, loose sheets, computer search and the documents placed before me, I can say that there is no mortgage, charge, lien or any encumbrance on the properties bearing 01 Hecter 34.40 R equivalent to 13440 Sq. Mtrs. out of total area admeasuring 11 H 87 R (11 H 77 R + 00 H 10 R potkharaba), assessed at Rs. 16.25 Paisa of property bearing Survey No. 9, situated at village **Dhanori**, Tal. Haveli, Dist. Pune within the local limits of Pune Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli which is bounded as under:-

- On or towards East : By partly by boundary of villages Dhanori and Lohegaon and Partly by portion out of Survey No. 9, Dhanori conveyed in favour of Nirvana Multicon Private Limited.
- On or towards South : By portion out of Survey No. 9, Dhanori conveyed in favour of Nirvana Multicon Private Limited.
- On or towards West : By land out of Survey No. 9, Dhanori held by Tukaram Khandve.
- On or towards North : By land bearing Survey No. 69, Dhanori being Forest Land.

I further say that during the course of inspection of Index Registers, as aforesaid, I did not come across with any entry creating any right, title or interest adverse to that of the present owner and that of the lease right holder.

Thus considering the above stated facts, the title of **M/s. SHRIRAM DEVELOPERS Through its Partners 1. MR. MAHADEV NARAYAN KAWADE, 2. SANTOSH NAMDEORAO PAWAR, 3. MAHESH SAHEBRAO GAYKE** for land 01 Hecter 34.40 R equivalent to 13440 Sq. Mtrs. out of total area admeasuring 11 H 87 R (11 H 77 R + 00 H 10 R potkharaba), assessed at Rs. 16.25 Paisa of property bearing Survey No. 9, situated at village **Dhanori**, Tal. Haveli, Dist. Pune is clear and marketable. Further, the said **M/s. SHRIRAM DEVELOPERS Through its Partners 1. MR. MAHADEV NARAYAN KAWADE, 2. SANTOSH NAMDEORAO PAWAR, 3. MAHESH SAHEBRAO GAYKE** have all the rights to develop the said land and construct and sell proposed tenements on the said land to the prospective unit purchasers.

Place : Pune

Dated: 27/03/2023.

XXX
MR. VISHAL JAGDALE
Advocate

ANNEXURE-E

Specification and amenities of the Apartment

SPECIFICATIONS**WINDOWS :-**

- Granite Window Sill
 - Window Grills
 - Aluminium Windows with Mosquito Net
 - Aluminium Sliding Doors for Terraces
-

BATHROOMS/TOILETS :-

- Concealed Plumbing
 - Single Lever Diverter
 - Health Faucet
 - Bathroom Glazing up to 7' Height
 - Granite Door Frames
 - Solar Heated Water for Master Bathroom
 - Provision for Electric Geyser
 - Provision for Exhaust Fan
-

UTILITIES :-

- Sewage Treatment Plant
 - Organic Waste Converter
 - Rainwater Harvesting
 - Water Recycling for Garden and Flushing
 - Generator Backup for Common Passages & Utilities
 - Provision for Inverter in Each Apartment
 - Underground and Overhead Tanks for Water Storage
 - Firefighting System
 - Tremix Concrete Roads
 - Anti-termite Treatment for Building structure
 - Standard company lift
-

SECURITY :-

- Video Door Phone for each Apartment
 - CCTV Cameras for Selected Areas
 - Security Cabin
-

R.C.C:-

- Structure Designed with Earthquake Resistant Frame
-

ELECTRIFICATION :-

- Concealed Electrical Piping
- Renowned Modular Switches
- Standard ISI Multi-strand Wires with MCB & ELCB
- Provision for AC Point for 2 BHK 2 Nos & for 3 BHK 3 Nos.
- TV and Telephone Points in Master Bedroom & Living Room

FLOORING :-

- Vitrified Tiles in rest of the Apartment
 - Dado Tiles for Bathrooms and Kitchen
 - Anti-skid Tiles for Bathrooms & Terraces
-

DOORS :-

- Modular/Laminated Doors with CP Fittings
 - Digital Lock for Main Door
-

KITCHEN :-

- L Shape Black Granite Kitchen Platform
 - Stainless Steel Sink
 - Dodo Tiles up to 2'-0" Height
 - Provision for Exhaust Fan
 - Provision for Water Purifier
-

WALL FINISH / PAINT:-

- POP/ Gypsum Wall Finish
 - OBD Paint for Interiors
 - Acrylic Emulsion Paint for Exteriors
-

COMMON ATTRIBUTES

- CLUB HOUSE
 - a) MULTIPURPOSE HALL b) INDOOR GAMES
- 2. STAGE
- 3. PARTY LAWN AREA
- 4. SEATING
- 5. PERGOLA
- 6. SWIMMING POOL
- 7. CHANGING ROOM / TOILET
- 8. PATHWAY /TILE AREA
- 9. OUTDOOR GYM
- 10. CHILDREN'S PLAY AREA
- CABANA

