



AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** executed here at PUNE on this ____ day of _____ month of the year 2026,

BETWEEN

M/S. VASTU CONSTRUCTION. a registered partnership firm having its place of Business at. Office No. 6 & 7, "Green Park Building" Katraj, Pune - 411046, By its partner **MR. NARSINGRAO SHRIHARI PATIL.** (PAN. AEGPP-3713F) (Adhar No.6317-8863-3740) Age 52 Years Occupation : Business, Residing at : as above _____ hereinafter called as the "**PROMOTER/OWNER**", which expression shall unless, repugnant to the context or meaning thereof, mean and include its last surviving partner/s, their respective heirs, executors, administrators and assigns, _____ of the **FIRST PART,**

AND

1) MR. AMOL SHANKAR THOPATE. (PAN. AZWPT-6629H) (Adhar No. 4918-2258-5775) Aged 39 Years, Occupation : Service. **2) MRS. POOJA AMOL THOPATE.** (PAN. AZWPT-6629H) (Adhar No. 3013-4730-8935) Age about 34 Years, Occupation : Service, Both Residing at : Flat No. 204, 2nd floor, B-wing, Vastushree Apartment, Khopade Nagar, Katraj, Pune - 411046 _____ hereinafter called as the **ALLOTTEES/ PURCHASERS** which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her/their respective heirs, executors, administrators and assigns _____ of the **SECOND PART,**

AND

1) MR. RANGRAO VITTHALRAO SAWARE (PAN. ARJPS-8011M) Aged about 55 Years, Occupation : Business, Residing at : 10/11, Sukhsagar Nagar, Katraj, Pune: 411 046, **2) MR. AKSHAY ANILKUMAR JINDE.** (PAN.AWAPJ-4365P) Age about 26 Years, Occupation : Business. Residing at : Green Park Building, Satara Road, Katraj, Pune – 411046. **3) MR.**

GAUTAM SHANKAR KATE (PAN. AFZPK-6736R) Age about 47 Years, Occupation : Business Residing at : S. No. 60/1H/1, Lane No. 1, Sai Nagar Part 2, Sukhsagar Nagar, Pune – 411048 **4) MR. NARSING SHRIHARI PATIL.** (PAN. AEGPP-3713F) Age about 47 Years, Occupation : Business. Residing at : B-301, Sundar Akash, Magarpatta Hadapser, Pune – 411028 **5) MR. BHAGESH SHRIPAD MANE (PAN.AOFPM-8027C)** aged about 43 years, Occupation : Business, Residing at : B-17/26, Lane No. 5, Upper Indira Nagar, Bibvewadi, Pune - 411037. Through their Constituted Attorney **MR. RANGRAO VITTHALRAO SAWARE** being partners of **M/S. VASTU CONSTRUCTION,** _____ Hereinafter collectively referred to as the **OWNERS No. 1/CONSENTING PARTY No.1,** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, administrators, representatives and assigns) _____ of the **THIRD PART;**

AND

i1) MR. ARJUN BHIKOB NIMBALKAR (PAN. AGUPN-9084D) (Adhar No. 7082-9134-0230) Aged about 59 Years, Occupation : Agriculturist, **2) MRS.UJWALA ARJUN NIMBALKAR.** (PAN. ATHPN-3282H) (Adhar No. 3494-9080-2990) Age about 53 Years, Occupation : Housewife. **3) MR. RAJESH ARJUN NIMBALKAR** (PAN. AGUPN-9084D) (Adhar No. 7082-9134-0230) Age about 37 Years, Occupation : Business, **4) MR. RAMESH ARJUN NIMBALKAR.** (PAN. AGUPN-9083E) (Adhar No. 9542-8703-0134) Age about 35 Years, Occupation : Business. All Residing at : Katraj Gaothan, Katraj, Pune – 411046 Through their Constituted Attorney **MR. RANGRAO VITTHALRAO SAWARE** being partners of **M/S. VASTU CONSTRUCTION,** (PAN. ARJPS-8011M) Aged about 55 Years, Occupation : Business, Residing at : E/503, Amits Bloom Field, Ambegaon, Narhe, Pune: 411 046 _____ Hereinafter collectively referred to as the **OWNERS No.2/CONSENTING PARTY No.2,** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, administrators, representatives and assigns) _____ of the **FOURTH PART;**

WHEREAS:

(a) All that piece and parcel of the land within the limit of Sub-Registrar, Haveli No. 1 to 27 and within the limit of Pune Municipal Corporation situated at Village **Katraj**, Taluka Haveli, District Pune, are vested in the ownership of the respective owners thereof, the details whereof are as under:

Sr. No	Survey No. Total Ares	Area Hector Are	Name of the Holders/Owner/s
1)	45/2	00=27.5 out of Hector 00=53 Ares	1) Mr. Rangrao Vitthalrao Saware 2) Mr. Akshay Anilkumar Jinde. 3) Mr. Gautam Shankar Kate. 4) Mr. Narsing Shrihari Patil. and M/s. Vastu Construction and i) Mr. Arjun Bhikoba Nimbalkar, ii) Mrs. Ujwala Arjun Nimbalkar, iii) Mr.Rajesh Arjun Nimbalkar, & iv) Mr. Ramesh Arjun Nimbalkar
2)	45/2/1	00=08	1) Mr. Rangrao Vitthalrao Saware 2) Mr. Akshay Anilkumar Jinde. 3) Mr. Bhagesh Shripad Mane.
3)	45/2/2	00=04	1) Mr. Rangrao Vitthalrao Saware 2) Mr. Akshay Anilkumar Jinde. 3) Mr. Bhagesh Shripad Mane.
4)	45/2/3	00=06	1) Mr. Rangrao Vitthalrao Saware 2) Mr. Akshay Anilkumar Jinde. 3) Mr. Bhagesh Shripad Mane.
5)	45/2/4	00=02	1) Mr. Rangrao Vitthalrao Saware 2) Mr. Akshay Anilkumar Jinde. 3) Mr. Gautam Shankar Kate. 4) Mr. Narsing Shrihari Patil.
	Total	00.47.5 (4750 Sq. Mt.)	

The entire properties in all admeasuring Hector **00=47.5** Ares, **(4750** Sq. Mtr.) are adjusant to each other collectively bounded as follows

- EAST : Boundary of Village Gujarwadi.
SOUTH : Road.
WEST : Remaining Portion out of S. No. 45/2.
NORTH : Road.

Together with easement, appurtenance, pathways, accesses, ingress, egress, hereditaments, trees, ancillary and other rights relating thereto. (hereinafter, Collectively referred to as the "**said Property**")

- (b) The property bearing S. No. **45** Hissa No. **2** (Old Survey No. 79/2) situated at Village **Katraj**, Taluka Haveli, District Pune, (hereinafter referred to as the "**Said Larger property**") originally owned and possessed by Mr. Tulsiram Aaba Nimbalkar whose name also stands entered in the 7/12 extract of the said Larger Property.
- (c) Thereafter, Tulsiram Aaba Nimbalkar died in the year 1947 accordingly names of his legal heirs viz. son Mr. Bhika Tulsiram Nimbalkar was mutated in the record of rights vide Mutation Entry No.859.
- (d) Thereafter, said owner Mr. Bhikoba allies Bhika Tulsiram Nimbalkar had obtained loan under Simple Mortgage deed from Union Bank of India and, accordingly, the name of said Bank was mutated in the other right column of the record of right of the said Larger Property i.e. Old S. No. 79/2 vide Mutation Entry No.1833.
- (e) Thereafter, Bhikoba allies Bhika Tulsiram Nimbalkar died on 28/03/1983 and accordingly names of his legal heirs viz. four sons i) Mr. Kisan Bhikoba Nimbalkar, ii) Mr. Pandit Bhikoba Nimbalkar iii) Mr. Narayan Bhikoba Nimbalkar iv) Mr. Arjun Bhikoba Nimbalkar, three married daughters v) Sou. Kalabai Baburao Khote, vi) Sou. Suman Chandrakant Jagtap, vii) Sou, Kausalya Maruti Pansare and widow viii) Smt. Narmada Bhikoba Nimbalkar were mutated in the record of rights to the aforesaid Larger Property i.e. Old S.No.79/2 vide Mutation Entry No. 4086.
- (f) Meanwhile, legal heirs of Bhikoba Tulsiram Nimbalkar had repaid the loan amount to the said Union Bank of India in the year of 1986 and, accordingly, pursuant to the application of Mr. Kisan Bhikoba Nimbalkar being one of the owner, name of the said Bank was deleted from other rights column of the record of right of the said Larger Property i.e. Old S.No.79/2 vide Mutation Entry No. 5148.

- (g) Thereafter. By the Sale Deed 18/12/1986, registered in the office of the Sub.Registrar, Haveli at Serial No.10463/1986 said owners i.e. i) Mr. Kisan Bhikoba Nimbalkar, ii) Mr. Pandit Bhikoba Nimbalkar iii) Mr. Narayan Bhikoba Nimbalkar iv) Mr. Arjun Bhikoba Nimbalkar, v) Sou. Kalabai Baburao Khote, vi) Sou. Suman Chandrakant Jagtap, vii) Sou, Kausalya Maruti Pansare, viii) Smt. Narmada Bhikoba Nimbalkar sold, assigned, transferred and/or conveyed Portion admeasuring Hector 00=08 Ares out of Old S. No. 79/2 i.e. the Said Larger property unto and in favour of Mr. Ankush Dhondiba Yenpure and accordingly, said Survey Number was sub divided into two parts consequent to which Old S. No. 79/2 admeasuring Hector 00=77 Ares said Larger Property continued in the name of Mr. Kisan Bhikoba Nimbalkar and others & Survey No. **79/2/1**, admeasuring Hector 00=08 Ares (Property No.2) was mutated in the name of Mr. Ankush Dhondiba Yenpure the aforesaid purchaser in the record of rights, vide ME No. 6212, and remark "subject to Section 84C" of BT&AL Act is kept therein,
- (h) It also appears that, Section 84/C of BT&AL Act, was made applicable, but Vide order No. 84C/SR/119/1988 dated 29/04/1988, passed by concerned authority, the entry U/s 84C was deleted from 7/12 extract of the said Property, vide Mutation Entry No.7002, and Mr. Ankush Dhondiba Yenpure became absolute owner of the said Property No.1 i.e. S. No. 79/2/1.
- (i) Thereafter, Mutation Entry No.6213 dated 18/08/1987 discloses that, By the Sale Deed 18/12/1986, registered in the office of the Sub.Registrar, Haveli at Serial No.10464/1986 said owners i.e. i) Mr. Kisan Bhikoba Nimbalkar, ii) Mr. Pandit Bhikoba Nimbalkar iii) Mr. Narayan Bhikoba Nimbalkar iv) Mr. Arjun Bhikoba Nimbalkar, v) Sou. Kalabai Baburao Khote, vi) Sou. Suman Chandrakant Jagtap, vii) Sou, Kausalya Maruti Pansare, viii) Smt. Narmada Bhikoba Nimbalkar sold, assigned, transferred and/or conveyed Portion admeasuring Hector 00=04 Ares out of Old S. No. 79/2 i.e. the Said Larger property unto and in favour of Mr. Subhash Shriniwas Alwa and accordingly, said Survey Number was sub divided into two parts consequent to which Old S. No. 79/2 admeasuring Hector

00=73 Ares said Larger Property continued in the name of Mr. Kisan Bhikoba Nimbalkar and others and Survey No. **79/2/2**, admeasuring Hector 00=04 Ares (Property No.3) was mutated in the name of Mr. Subhash Shriniwas Alwa the aforesaid purchaser in the record of rights, vide Mutation Entry No. 6213, and remark "subject to Section 84C" of BT&AL Act is kept therein,

- (j) It also appears that, Section 84/C of BT&AL Act, was made applicable, but Vide order No. 84C/SR/118/1988 dated 29/04/1988, passed by concerned authority, the entry U/s 84C was deleted from 7/12 extract of the said Property, vide Mutation Entry No.7001, and Mr. Subhash Shriniwas Alwa became absolute owner of the said Property No. 3 i.e. S. No. 79/2/2.
- (k) Thereafter, By the Sale Deed 18/12/1986, registered in the office of the Sub.Registrar, Haveli at Serial No.10465/1986 said owners i.e. i) Mr. Kisan Bhikoba Nimbalkar, ii) Mr. Pandit Bhikoba Nimbalkar iii) Mr. Narayan Bhikoba Nimbalkar iv) Mr. Arjun Bhikoba Nimbalkar, v) Sou. Kalabai Baburao Khote, vi) Sou. Suman Chandrakant Jagtap, vii) Sou, Kausalya Maruti Pansare, viii) Smt. Narmada Bhikoba Nimbalkar sold, assigned, transferred and/or conveyed Portion admeasuring Hector 00=06 Ares out of Old S. No. 79/2 i.e. the Said Larger property unto and in favour of i) Mr. Prashant Gopal Gokhle ii) Mr. Ashok Dhondiba Yenpure and accordingly, said Survey Number was sub divided into two parts consequent to which Old S. No. 79/2 admeasuring Hector 00=67 Ares said Larger Property continued in the name of Mr. Kisan Bhikoba Nimbalkar & others and Survey No. **79/2/3**, admeasuring Hector 00=06 Ares (Property No.4) was mutated in the name of i) Mr. Prashant Gopal Gokhle ii) Mr. Ashok Dhondiba Yenpure the aforesaid purchasers in the record of rights, vide Mutation Entry No. 6214, and remark "subject to Section 84C" of BT&AL Act is kept therein,
- (l) It also appears that, Section 84/C of BT&AL Act, was made applicable, but Vide order No. 84C/SR/117/1988 dated 29/04/1988, passed by concerned authority, the entry U/s 84C was deleted from 7/12 extract of the said Property, vide Mutation Entry No.7000, and i) Mr. Prashant Gopal Gokhle

ii) Mr. Ashok Dhondiba Yenpure became absolute owners of the said Property No.4 i.e. S. No. 79/2/3.

- (m) Thereafter, By the Sale Deed the said owners i.e. i) Mr. Kisan Bhikoba Nimbalkar, ii) Mr. Pandit Bhikoba Nimbalkar iii) Mr. Narayan Bhikoba Nimbalkar iv) Mr. Arjun Bhikoba Nimbalkar, v) Sou. Kalabai Baburao Khote, vi) Sou. Suman Chandrakant Jagtap, vii) Sou, Kausalya Maruti Pansare, viii) Smt. Narmada Bhikoba Nimbalkar sold, assigned, transferred and/or conveyed Portion admeasuring Hector 00=02 Ares out of Old S. No. 79/2 i.e. the Said Larger property unto and in favour of i) Mr. Mustak Ibrahim Kazi, ii) Mr. Baburao Bapu Shelar and accordingly, said Survey Number was sub divided into two parts consequent to which Old S. No. 79/2 admeasuring Hector 00=65 said Larger Property continued in the name of Mr. Kisan Bhikoba Nimbalkar & others and Survey No. **79/2/4**, admeasuring Hector 00=02 Ares (Property No.5) was mutated in the name of i) Mr. Mustak Ibrahim Kazi, ii) Mr. Baburao Bapu Shelar the aforesaid purchasers in the record of rights, vide Mutation Entry No. 7802,
- (n) Thereafter, the Village Katraj was bifurcated in to Four parts stating about three more villages added to said Village Katraj bringing in to existence No. (1) Katraj Village itself, (2) Gujar-Nimbalkarwadi, (3) Mangade-Wadi and lastly (4) Bhilare-Wadi wherein the Old Survey Numbers of Village Katraj were given New Numbers and also inserted in the above three New Villages as particularly mentioned in this Mutation Entry as per the order passed by Tahasildar Saheb Haveli, vide No. THN/KV/421/90 dated 21/05/1990 Inter alia, Old Survey Numbers were given and inserted as new Survey Numbers as below of Village Katraj Old Survey No. 79 was given and allotted New S. No. 45 of Village Katraj

Old S. No. 79/2 has been given to New S. No. 45/2. (Property No.1)

Old S. No. 79/2/1 has been given to New S. No. 45/2/1. (Property No.2)

Old S. No. 79/2/2 has been given to New S. No. 45/2/2. (Property No.3)

Old S. No. 79/2/3 has been given to New S. No. 45/2/3. (Property No.4)

Old S. No. 79/2/4 has been given to New S. No. 45/2/4. (Property No.5)

- (o) Thereafter, by Release Deed dated 14/02/1997, duly registered in the office of the Sub. Registrar, Haveli No.09 at Serial No.1621/1997 on same day, executed by i) Sou. Kalabai Baburao Khote, ii) Sou. Suman Chandrakant Jagtap and iii) Sou, Kausalya Maruti Pansare released all their rights, interests, claims and benefits in respect of the said Larger Property and other Lands, unto and in favour of their brothers being i) Mr. Kisan Bhikoba Nimbalkar, ii) Mr. Pandit Bhikoba Nimbalkar iii) Mr. Narayan Bhikoba Nimbalkar iv) Mr. Arjun Bhikoba Nimbalkar accordingly, their names were deleted from the record of right of said Property No. 1 i.e. S. No. 45/2 and other lands.
- (p) Thereafter, By the Sale Deed the said owners i.e. i) Mr. Kisan Bhikoba Nimbalkar, ii) Mr. Pandit Bhikoba Nimbalkar iii) Mr. Narayan Bhikoba Nimbalkar iv) Mr. Arjun Bhikoba Nimbalkar, v) Smt. Narmada Bhikoba Nimbalkar sold, transferred and/or conveyed Portion admeasuring Hector 00=02 Ares out of Old S. No. 79/2 out of total area admeasuring Hector 00=63 Ares unto and in favour of Mrs. Shalan Hindurao Patil pursuant to which her name stands entered in the 7/12 extract of the Property No.1 vide Mutation Entry No. 17196.
- (q) Thereafter, due to partition & mutual understanding between amongst the members of Nimbalkar family and pursuant to application and written statement the portion of the Land being S. No. **45/2** was divided as under,
- i) Portion admeasuring H 00=15 Ares came to the exclusive share of Mr. Kisan Bhikoba Nimbalkar.
 - ii) Portion admeasuring H 00=21 Ares came to the exclusive share of Mr. Pandit Bhikoba Nimbalkar.
 - iii) Portion admeasuring H 00=11.5 Ares came to the exclusive share of Mr. Narayan Bhikoba Nimbalkar.
 - iv) Portion admeasuring H 00=15.5 Ares came to the exclusive share of Mr. Arjun Bhikoba Nimbalkar.

whose name also stands duly entered on 7/12 extract as owner of their respective shares in the said Property No.1 Vide Mutation Entry No. 19621,

pursuant to which they became absolute owners of their respective shares of the said Property No.1.

- (r) Thereafter, said Narmada Bhikoba Nimbalkar died on 16/08/2005 and accordingly names of his legal heirs viz. four sons i) Mr. Kisan Bhikoba Nimbalkar, ii) Mr. Pandit Bhikoba Nimbalkar iii) Mr. Narayan Bhikoba Nimbalkar iv) Mr. Arjun Bhikoba Nimbalkar, three married daughters v) Sou. Kalabai Baburao Khote, vi) Sou. Suman Chandrakant Jagtap, vii) Sou, Kausalya Maruti Pansare, however before death of Smt. Narmada Bhikoba Nimbalkar her legal heirs No. 05 to 07 are already released their rights in favour of legal heirs No. 01 to 04 by Release Deed dated 14/02/1997 as mentioned above hence name of legal heirs No. 01 to 04 were stand duly entered in the record of rights to the aforesaid Property No.1.
- (s) Thereafter, By pursuant to the Development Agreement dated 19/07/2007 which is duly registered in the office of the Sub.Registrar, Haveli No. 09 Pune at Serial No.6102/2007, said owners i) Mr. Ankush Kondiba Yenpure, ii) Mr. Subhash SHriram Alwa, iii) Mr. Prashant Gopal Gokhle, and iv) Mr.Ashok Kondiba Yenpure have brought the development and construction rights in respect of the Property bearing Survey No. 45/2/1, 45/2/2 and 45/2/3 (Property No. 2, 3, and 4) totally admeasuring Hector 00=18 Ares situated at Village Katraj. Taluka Haveli, Dist Pune unto and in favour of M/s. Shelar Constructions by its Partners i) Mr. Suhas Narayan Shelar ii) Mr.Sachin Narayan Shelar (Said Builder) in consideration payable by the said Builder to the said owner, and eventually also agreeing to convey the said properties to them and/or their nominee.
- (t) It further appears that pursuant to the Power of Attorney dated 19/07/2007 duly registered in the office of the Sub.Registrar, Haveli No.09 Pune at Serial No.6103/2007, said Owners authorized and empowered i) Mr. Suhas Narayan Shelar, ii) Mr. Sachin Narayan Shelar being a Partners of M/s. Shelar Constructions, to perform, comply with and execute various acts, deeds and things in respect of the said Property No. 2, 3, and 4.

- (u) Thereafter, pursuant to the Development Agreement dated 30/08/2007, duly registered in the office of the Sub.Registrar, Haveli No. 09 Pune at Serial No. 8357/2007, the said owners i.e. i) Mr.Kisan Bhikoba Nimbalkar for himself and as natural guardian of Ku. Shekhar Kisan Nimbalkar, ii) Mrs. Indubai Kisan Nimbalkar, iii) Mrs. Latabai Kisan Nimbalkar, iv) Mr. Dyaneshwar Kisan Nimbalkar, v) Mr. Digamber Kisan Nimbalkar, have brought the development and construction rights in respect of the Portion admeasuring Hector 00=13.5 Ares out of property bearing Survey No.45/2 (Property No. 1) situated at Village Katraj. Taluka Haveli, Dist Pune unto and in favour of i) Mr.Balkrishna Dyanoba Phate, ii) Mr. Sunil Chandrakant Kamthe (said Promoter) in consideration payable by the Promoter to the said owners & eventually also agreeing to convey the said properties to them and/or their nominee.
- (v) It further appears that pursuant to the Power of Attorney dated 30/08/2007, duly registered in the office of the Sub.Registrar, Haveli No. 09 at Serial No. 8358/2007, the said Owners authorized & empowered i) Mr. Balkrishna Dyanoba Phate, ii) Mr. Sunil Chandrakant Kamthe (said Promoter) to perform, comply with and execute various acts, deeds and things in respect of the said Portion out of the said Property No. 1.
- (w) Thereafter, pursuant to the Development Agreement dated 24/07/2008, duly registered in the office of the Sub. Registrar, Haveli No.09 Pune at Serial No.6446/2008, on 25/07/2008 the said owners i.e. i) Mr. Mustaph Ibrahim Kazi and ii) Mr. Baburao Bapu Shelar have brought the development and construction rights in respect of the property bearing Survey No. 45/4 admeasuring Hector 00=02 Ares (Property No.5) situated at Village Katraj. Taluka Haveli, Dist Pune unto and in favour of i) Mr. Balkrishna Dyanoba Phate and ii) Mr. Sunil Chandrakant Kamthe (said Promoter) in consideration payable by the Promoter to the said owners.
- (x) It further appears that pursuant to the Power of Attorney dated 24/07/2008, duly registered in the office of the Sub. Registrar, Haveli No. 09 Pune at Serial No.6447/2008 the said Owners authorized & empowered i) Mr. Balkrishna Dyanoba Phate, ii) Mr. Sunil Chandrakant Kamthe (said

Promoter) to perform, comply with and execute various acts, deeds and things in respect of the said Portion out of the said Property No. 5.

- (y) Thereafter, By Sale Deed dated 25/10/2012, which is duly registered in the office of the Sub. Registrar, Haveli No.09 Pune at Serial No.8057/2012 on 29/10/2012 the said owners i.e. i) Mr. Ankush Kondiba Yenpure, ii) Mr. Subhash Shriram Alwa, iii) Mr. Prashant Gopal Gokhle, and iv) Mr. Ashok Kondiba Yenpure through their Constituted Attorney i) Mr. Suhas Narayan Shelar, ii) Mr. Sachin Narayan Shelar being a Partner of M/s. Shelar Constructions sold, transferred and/or conveyed the said properties bearing Survey No.45/2/1, 45/2/2 and 45/2/3 totally admeasuring Hector 00=18 Ares (Property No. 2, 3 and 4) situated at Village Katraj, unto and in favour of 1) Mr. Rangrao Vitthalrao Saware, 2) Mr. Akshay Anilkumar Jinde & 3) Mr. Bhagesh Shripad Mane, pursuant to which her name stands entered in the 7/12 extract of the said Property No. 2, 3 and 4 vide Mutation Entry No. 25903.
- (z) Thereafter, By Sale Deed dated 17/09/2012, which is duly registered in the office of the Sub. Registrar, Haveli No.09 Pune at Serial No.7298/2012 on 26/09/2012, the said First owners i.e. Mr. Kisan Bhikoba Nimbalkar and others through their Constituted Attorney i) Mr. Balkrishna Dyanoba Phate, ii) Mr. Sunil Chandrakant Kamthe and Second Owners i.e. i) Mr. Mustaph Ibrahim Kazi and ii) Mr. Baburao Bapu Shelar through their Constituted Attorney i) Mr. Balkrishna Dyanoba Phate and ii) Mr. Sunil Chandrakant Kamthe sold, assigned, transferred and/or conveyed the Portion admeasuring Hector 00=13.5 Ares out of property bearing Survey No.45/2 (Property No.1) and Property bearing S. No.45/4 admeasuring Hector 00=02 Ares (Property No. 5) totally admeasuring Hector 00=15.5 Ares situated at Village Katraj. unto and in favour of 1) Mr. Rangrao Vitthalrao Saware, 2) Mr. Akshay Anilkumar Jinde, 3) Mr. Gautam Shankar Kate and 4) Mr. Narsing Shrihari Patil pursuant to which her name stands entered in the 7/12 extract of the said Property No. 1 and 5 vide Mutation Entry No. 25714 and 26269.

- (aa) Pursuant to the above sale deeds, 1) Mr. Rangrao Vitthalrao Saware, 2) Mr. Akshay Anilkumar Jinde, 3) Mr. Gautam Shankar Kate and 4) Mr. Narsing Shrihari Patil became absolute owner of Property No. 1 and 5, also 1) Mr. Rangrao Vitthalrao Saware, 2) Mr. Akshay Anilkumar Jinde and 3) Mr. Bhagesh Shripad Mane became absolute owner of Property No. 2, 3 and 4.
- (bb) Thereafter, pursuant to the Development Agreement dated 26/04/2019, which is duly registered in the office of the Jt.Sub. Registrar, Haveli No.02 Pune at Serial No. 3199/2019, on same day said owners 1) Mr. Rangrao Vitthalrao Saware, 2) Mr. Akshay Anilkumar Jinde, 3) Mr. Gautam Shankar Kate and 4) Mr. Narsing Shrihari Patil 5) Mr. Bhagesh Shripad Mane have brought the development and construction rights in respect of the Property bearing Survey No. 45/2, 45/2/1, 45/2/2, 45/2/3 and 45/2/4 totally admeasuring Hector 00=39.5 Ares situated at Village Katraj, Taluka Haveli, Dist Pune unto and in favour of **M/S. VASTU CONSTRUCTION.** a partnership firm having its place of Business at. Office No. 6 & 7, "Green Park Building" Katraj, Pune - 411046, *Through its partner* **MR. RANGRAO VITTHALRAO SAWARE.** of Pune, (the said "**DEVELOPER/PROMOTER**" for short) in consideration payable by the Developer to the said owners, (said Property) in kind in the form of construction of residential and commercial Blocks out of total FAR/FSI in the said Property as mentioned in the said Development Agreement and eventually also agreeing to convey the said property to them and/or their nominee.
- (cc) It further appears that pursuant to the Power of Attorney dated 26/04/2019, which is duly registered in the office of the Jt.Sub. Registrar, Haveli No.02 Pune at Serial No. 3200/2019, on same day, on same day, the said Owners i.e. 1) Mr. Rangrao Vitthalrao Saware, 2) Mr. Akshay Anilkumar Jinde, 3) Mr. Gautam Shankar Kate and 4) Mr. Narsing Shrihari Patil 5) Mr. Bhagesh Shripad Mane authorized and empowered **MR. RANGRAO VITTHALRAO SAWARE** being a Partners of **M/S. VASTU CONSTRUCTION** to perform, comply with and execute various acts, deeds and things in respect of the said Property.

- (dd) Thereafter, By Sale Deed, dated 05/03/2019, duly registered in the office of the Sub. Registrar, Haveli No.09 Pune at Serial No.1693/2019 on same day, executed by owners i) Mr. Arjun Bhikoba Nimbalkar, ii) Mrs. Ujwala Arjun Nimbalkar, iii) Mr. Rajesh Arjun Nimbalkar and iv) Mr. Ramesh Arjun Nimbalkar in favour of **M/s. Vastu Construction** *Through its partner Mr. Rangrao Vitthalrao Saware* relating to the Portion admeasuring Hector 00=06 Ares out of their shares admeasuring Hector 00=15 Ares out of Survey No.45/2 situated at Village Katraj (said Property No.1)
- (ee) The Promoter/Owner prepared the building plan, and specifications for the portion admeasuring 3950 Sq. Mt. out of S. Nos. 45/2, 45/2/1, 45/2/2, 45/2/3, & 45/2/4 containing commercial and residential units and to be constructed on the said property and submitted to the Pune Municipal Corporation and Pune Municipal Corporation has approved and sanctioned the building plan vide its Commencement Certificate No.CC/1907/19 dated 25/11/2019 which is revised time to time vide No. CC/2013/20 dated 15/03/2021, vide No.CC/0293/21 dated 17/05/2021, vide No.CC/0940/21 dated 15/07/2021 of the said Property.
- (ff) The said Promoter applied for the N.A, and as per order of Maharashtra Government (Revenue and Forest Department) under notification No. NA-2017/P.K.115/T-1 dated 17/08/2017. The Tahsildar Haveli, Pune vide it's order No. NA/SR/403/2019 dated 23/12/2019 granted N.A. permission in for the portion admeasuring 3950 Sq. Mt. out of S. Nos. 45/2, 45/2/1, 45/2/2, 45/2/3, & 45/2/4 respect of the said Property.
- (gg) Also the Promoter has registered the said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with Rules framed thereunder with the Real Estate Regulatory Authority, vide registration No. P52100025388 for the portion admeasuring 3950 Sq. Mt. out of the said Property.
- (hh) Accordingly the Promoter also completed the construction of the said Building for the portion admeasuring 3950 Sq. Mt. out of the said Property by utilising total FSI as witnessed by the Completion Certificate Vide

No.OCC/0308/23 dated 16/06/2023 granted by Municipal Corporation of City of Pune, the said building is known as "**VASTUSHREE**"

- **** All that piece and parcel of the Portion admeasuring Hector 00=08 Ares out of property bearing Survey No.45/2 situated at Village Katraj is belong to i) Mr. Arjun Bhikoba Nimbalkar, ii) Mrs. Ujwala Arjun Nimbalkar, iii) Mr.Rajesh Arjun Nimbalkar, and iv) Mr. Ramesh Arjun Nimbalkar the Consenting Party No. 2 herein
- (ii) Thereafter, By two separate Development Agreements both dated 18/08/2022, which were duly registered in the office of the Jt.Sub. Registrar, Haveli No. 01 at Serial No. 16335/2022 & 16337/2022, on same day the said owners i.e. owners i) Mr. Arjun Bhikoba Nimbalkar, ii) Mrs. Ujwala Arjun Nimbalkar, iii) Mr. Rajesh Arjun Nimbalkar, and iv) Mr. Ramesh Arjun Nimbalkar (Consenting Party No. 2 herein) have brought development & construction rights in respect of the Portion admeasuring Hector 00=08 Ares out of property bearing Survey No.45/2 situated at Village Katraj. Taluka Haveli, Dist Pune in favour of **M/S. VASTU CONSTRUCTION.** a partnership firm having its place of Business at. Office No. 6 & 7, "Green Park Building" Katraj, Pune - 411046, *Through its partner* **MR. RANGRAO VITTHALRAO SAWARE.** of Pune, (the said "**DEVELOPER**", for short) in consideration payable by the Developer to the said owners in kind in the form of construction of residential & commercial Blocks out of total FAR/ FSI in the said Property as mentioned in the said Development Agreement and eventually also agreeing to convey the said property to them and/or their nominee.
- (jj) It further appears that pursuant to the two separate Power of Attorney's both dated 18/08/2022, which were duly registered in the office of the Jt.Sub. Registrar, Haveli No. 01 Pune at Serial No. 16336/2022 and 16338/2022, on same day the said owners i.e owners i) Mr. Arjun Bhikoba Nimbalkar, ii) Mrs.Ujwala Arjun Nimbalkar, iii) Mr. Rajesh Arjun Nimbalkar, and iv) Mr. Ramesh Arjun Nimbalkar (Consenting Party No. 2 herein) authorized and empowered **MR. RANGRAO VITTHALRAO SAWARE**

being a Partner of **M/S. VASTU CONSTRUCTION** to perform, comply with and execute various acts, deeds and things in respect of the said Property.

- (kk) Thus, by virtue of the said Development Agreements as mentioned above, **M/s. Vastu Construction** being a Promoter herein is entitled to undertake development and construction work of High Rise Building, containing commercial and residential units upon the said Property and dispose it off thereof, to the intending buyers on ownership basis as well as to receive and appropriate consideration derived therefrom;
- (ll) Meanwhile, on getting demarcation done from T.L.R office, the Promoter has submitted the building plan for approval & Municipal Corporation of city of Pune has sanctioned / approved the building plan comprising of High Rise Building, containing commercial units and are to be constructed on the said property, (hereinafter referred to as the **PROJECT LAND**)
- (mm) The Promoter/Owner prepared the building plan, and specifications for the portion admeasuring 800 Sq. Mt. out of S. No. 45/2 and decided to amalgamate the said portion with existing Project and prepare building plan containing commercial and residential units and to be constructed on the said property and submitted revised plan to the Pune Municipal Corporation and Pune Municipal Corporation has approved and sanctioned the revised building plan vide Commencement Certificate No. CC/1964/22 dated 27/10/2022, in respect of the said Property.
- (nn) Accordingly, the said Promoter commenced the construction of the said property in accordance with sanctioned plan & commencement certificate issued by the PMC and almost completed the construction work of the building Project known as "**VASTUSHREE PHASE I**" upon the said Property & obtained revised building plan vide Commencement Certificate No. CC/3273/24 dated 28/01/2025, Vide No. CC/0152/25 dated 07/04/2025 in respect of the said project known as "**VASTUSHREE PHASE I**" to be constructed on the said Property **but** final Completion Certificate is awaited.

- (oo) However, the Promoter has reserved the right to revise the aforesaid layout and building plans, by making modification in the elevation plan thereof, as may be permissible and cause to obtain sanction to it from the Pune Municipal Corporation,
- (pp) Thus, the Promoter is entitled to undertake development and construction work of the said Building consisting of such floor as aforesaid within the Project Land in accordance with the aforesaid sanctioned plans and specifications, and dispose it off to the intending buyers on ownership basis as well as to receive and appropriate consideration derived there from, by reserving right with itself to construct additional buildings comprising residential and non-residential apartments, as may be permissible under the Development Control Rules (DCR),
- (qq) Accordingly, the Promoter has commenced the construction work of multistoried building consisting of Commercial/non-residential apartments/ Units in the said Building within the Project Land, as per sanctioned plans and specifications, subject to revision in the sanctioned plans and specifications, as aforesaid,
- (rr) The Allottee/s, being desirous to purchase a Apartment/Unit in the scheme being implemented within the Project Land, inspected all the documents of title relating to the Project Land, development agreements, Sale Deeds, plans and specifications prepared by the Promoter's Architect and such other documents, as are specified under the provisions of the Maharashtra Ownership Flats Act, 1963 and the rules framed thereunder and fully satisfied about the same,
- (ss) The Promoter/Vendor has clearly informed to the Allottee/s that presently the building plans in respect of the Project Land consisting of High Rise Building consisting of such floors, as aforesaid, however, it reserves the right to revise the existing sanctioned plans and specifications for construction work of additional floors in the said Building by making modification in the elevation plan thereof, as aforesaid, by utilizing the entire potential FSI/FAR generating therefrom, including paid FSI/FAR (including due to such BRT and/or METRO Project) and/or by loading

TDR, including slum TDR, by availing all such benefits, as may be permissible under DCR and would obtain sanction to it and commence and complete the construction work thereon,

- (tt) The Promoter has entered into a Standard Agreement with an Architects SPACE ALCHEMIST, Ar. Rushikesh Mamarde (hereinafter referred to as the **ARCHITECT**), who are registered with the Council of Architects and, as such, the same is as per the agreement prescribed by the Council of Architects and the Promoter has appointed a Structural Engineer Anirudha Vanarase (hereinafter referred to as the **STRUCTURAL ENGINEER**) for the preparation of the structural design and drawings of the Building envisaged to be constructed upon the Project Land and the Promoter accepts the professional services of the said Architect and Structural Engineer till completion of the said Project,
- (uu) Since the Promoter also has rights to change the building layout in respect of the said Property and effect the further construction on the said Property by consuming remaining FSI and/or TDR.
- (vv) The Promoter has registered the said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with Rules framed thereunder with the Real Estate Regulatory Authority, vide registration No. **P52100077481** a photocopy whereof is attached in ANNEXURE 'C-2',
- (ww) The Allottee/s is/are offered below mentioned apartment by the Promoter, on demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications of the said Building prepared by the Promoter's Architects and of such other documents as are specified under the Act and the Rules and Regulations made thereunder,
- (xx) The photocopies of Certificate of Title issued by the Advocate of the Promoter, 7/12 Extract showing the nature of the title of the Owner / Promoter to the Project Land on which the High Rise Building consisting of commercial and residential apartments are being constructed by the

Promoter, have been annexed hereto and marked as ANNEXURE '**A**' & '**B**', respectively,

- (yy) The photocopy of the plans of the buildings, as proposed by the Promoter and approved by the Pune Municipal Corporation according to which the construction thereof is proposed to be provided on the said Project, has been annexed hereto and marked as ANNEXURE '**C-1**',
- (zz) The photocopies of the proposed layout plan and the proposed building plan showing future proposed development, as disclosed by the Promoter while its registration before the RERA Authority and further disclosed on the website as mandated, have been annexed hereto and marked as ANNEXURE "**C2**",
- (aaa) the specifications of the Building consisting of the commercial and residential apartments/Units, which are being constructed upon the Project Land, has been annexed and marked as ANNEXURE '**D**',
- (bbb) The Promoter has got some of the approvals from the Planning Authority to the plans, the specifications, elevations, sections and of the Building and shall obtain the remaining approvals from the concerned authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate thereof,
- (ccc) While sanctioning the said plans, the Pune Municipal Corporation has laid down certain terms, conditions, stipulations and restrictions, which are to be observed and performed by the Promoter while constructing the High Rise Building upon the Project Land and upon due observance and performance of which only the completion or occupancy certificate in respect thereof shall be granted by the Pune Municipal Corporation, the Promoter has accordingly commenced construction work of the Building upon the Project Land, in accordance with the said sanctioned plans
- (ddd) The Purchaser/Allottee, desiring to purchase a one Unit in the said scheme The Purchaser/ Allottee, demanded from the Promoter and the Promoter has given for inspection to the Purchaser of all the documents of

title relating to the said Project land, the plans, designs and specifications prepared by the Developers Architect, and of such other documents as are specified under the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and/or read with the Real Estate (Regulation and Development) Act, 2016, as under: ("the said Act") and rules made thereunder.

- (eee) The Allottee/s has/have applied to the Promoter for allotment of a Residential Unit bearing Apartment/Flat No. **405**, located on the Fourth Floor in the building in the said Scheme known as "**VASTUSHREE PHASE I**") being constructed by the Promoter within the Project Land, more particularly described in the SCHEDULE "II" written hereunder (hereinafter referred to as the said APARTMENT), the floor plan whereof has been annexed hereto and marked as ANNEXURE '**C-3**',
- (fff) The carpet area of the said Apartment is in Square Meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, area under service shafts, including balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment,
- (ggg) The parties hereto 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,
- (hhh) Prior to the executions of these presents, the Allottee/s has/have paid to the Promoter sum of Rs. **50,000/-** (Rupees Fifty Thousand Only) being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter do hereby admit and acknowledge, subject to realization of cheque) and the Allottee/s has/

have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing,

- (iii) Under Section 4 of the Maharashtra Ownership Flats Act, 1963, and under Section 13 of the Real Estate (Regulation and Development) Act, 2016, the Promoter is required to execute a written Agreement for sale of the said Apartment with the Allottee/s, being in fact these presents and also to register the same under the Registration Act, 1908,
- (jjj) in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, this Agreement is being executed.

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

1. The Promoter shall construct the said building/consisting of basement and ground and 11 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.
- 1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Residential Unit bearing Apartment/Flat No. **405** admeasuring **816.00** Sq. Ft. Carpet equivalent to (**75.83** Sq.Mt.) Carpet including Closed balcony+Dry balcony appurtenant to the said Unit/ Apartment as utilization area on "**FOURTH FLOOR**" along with right of exclusive use of one Car Parking admeasuring 11.15. Sq. Mt. in the building known as "**VASTUSHREE PHASE I**" (hereinafter referred to as "the Apartment) as shown in the Floor plan thereof hereto annexed as **ANNEXURE C-3** for the consideration of Rs. **53,27,000/-** (Rupees Fifty Three Lacks Twenty Seven Thousand Only) (which is inclusive of electricity meter charges, service line, transformer, expenses for formation

of Society or Apartment Buyers’ Organization which is to be formed by the Promoter) however, excluding of stamp duty, registration fee, incidental expenses, GST or any other statutory levies, duties or tax, existing or may be levied in future, 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.

- 1(b) The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs. **53,27,000/-** (Rupees Fifty Three Lacks Twenty Seven Thousand Only)
- 1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. **50,000/-** (Rupees Fifty Thousand only) vide RTGS vide UTR No. _____ drawn on State Bank of India to the Promoter, (1% of total consideration) as advance payment or application fee and here by agrees to pay to the Promoter the balance amount in the following manner :-

Payment Stage	Percentage	Amount(Rs)
Paid at the time of Booking as mentioned above to the Promoter the Promoter acknowledged the receipt thereof.	01%	Rs. 50,000/-
Paid by Allottee to the To be paid at the time of Registration of this Agreement.	15%	Rs. 8,02,320/-
To be paid after Completion of Plinth to the Promoter	19%	Rs. 10,12,130/-
To be paid after Completion of Podiums, Stilts.	20%	Rs. 10,65,400/-
To be paid after Completion of Walls, Internal Plaster, Flooring, Doors Windows to Promoter.	10%	Rs. 5,32,700/-
To be paid after Completion of Sanitary Fittings, Staircases, Lift Wells & Lobbies to the Promoter	10%	Rs. 5,32,700/-

To be paid after Completion of External Plumbing, External Plaster and Elevation to the Promoter	10%	Rs. 5,32,700/-
To be paid after Completion of Lifts, Water Pumps, Electrical Fittings and Entrance Lobbies to the Promoter	10%	Rs. 5,32,700/-
At the time of Possession Occupancy (Completion) Certificate to the Promoter	05%	Rs. 2,66,350/-
Total	100%	Rs. 53,27,000/-

- 1(d) 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 maybe 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 said Apartment.
- 1(e) The Total Price is escalation-free, save and except escalations / increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the said Allottees 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 Allottees, which shall only be applicable on subsequent payments.
- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments 05% per annum for the period by which 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 an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the 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 Allottees 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 Allottees. If there is any increase in the carpet area allotted to Allottees, the Promoter shall demand additional amount from the Allottees as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottees authorizes the said 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 Allottees undertakes not to object/ demand /direct the Promoter to adjust his payments in any manner.

Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments 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 Allottees, 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 Allottees. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee and the common are as to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottees shall make timely payments of the installment 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 clause1(c) hereinabove. ("Payment Plan").
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1-1 only and Promoter has planned to utilize Floor Space Index of 1.5_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 as proposed to be utilized by him on the project land in the said Project and Allottees has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment] to the Allottees, the Promoter agrees to pay to the Allottees, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottees, for every month of delay, till the handing over of the possession. The Allottees 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 Allottees committing default in payment on due date of any amount due and payable by the Allottees 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 installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottees, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottees, 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 Allottees (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 installments of sale consideration of the Apartment which may till then have been paid by the Allottees 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 **15th** day of December **2026**. If the Promoter fails or neglects to give possession of the Apartment to the Allottees 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 Allottees 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 Allottees as per the agreement shall offer in writing the possession of the [Apartment], to the Allottees 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 Allottees The Promoter agrees and undertakes to indemnify the Allottees in case of failure of fulfillment 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 Allottees in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2 The Allottees shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartment is ready for use and occupancy:
- 7.3 Failure of Allottees to take Possession of [Apartment] : Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottees 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 Allottees. In case the Allottees fails to take possession within the time provided in clause 8.1 such Allottees 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 Allottees, the Allottees 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 Allottees shall use the Apartment or any part thereof or permit the same to be used only for purpose of Residence/office/shop for carrying on any business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
- 9 The Allottees along with other allottee(s) of Apartments in the building shall join in forming 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 bye-laws 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 Allottees, so as to enable the Promoter to register the common organisation of Allottees. No objection shall be taken by the Allottees if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Original Owner and Promoter 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 Original Owner and Promoter 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 Allottees that the Apartment is ready for use and occupancy, the Allottees 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 Allottees further agrees that till the Allottee's share is so determined the Allottees shall pay to the Promoter provisional monthly contribution of Rs. 2000/- per month towards the outgoings. The amounts so paid by the Allottees 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 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 maybe.

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

On or before taking possession of the said Apartment, the Allottee/s shall deposit with the Promoter the sum of Rs. **29,400/-** calculated at @ Rs. 3 per month per sq ft. (Including GST to be calculated on the basis of the carpet area of the said Apartment) towards common maintenance charges and expenses for the maintenance and upkeep of the common areas and facilities of the Project Land and the buildings constructed thereon for the period of 01 (One) year commencing from the date of completion work of the said Apartment (i.e. up to formation of the Society or Condominium) Similarly, after completion of the said Project and handing over its charge to the Apartment Buyers Organization, the Allottee/s shall pay common maintenance charges & expenses to the Apartment Buyers Organization. It is distinctly understood and agreed between the parties that the aforesaid GST is calculated on the basis of 18%, prevailing as on today; however, in case there is any variation, the GST will be charged, as may be prevailing at the time of possession of the said Apartment.

- 11 The Allottees shall pay to the Promoter a sum of Rs.**25,000/-** 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.
- 12 At the time of registration of conveyance of the structure of the building or wing of the building, the Allottees 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 Allottees 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 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 up on 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 Allottees 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 Allottees under this Agreement;
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common 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 Allottees in this behalf, the Allottees 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 Allottees 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 Allottees 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 & the building in which the Unit 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 Allottees 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 Allottees to the Promoter under this Agreement are fully paid up.

- x. The Allottees 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 Allottees 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 out-goings in accordance with the terms of this Agreement.
 - xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, 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 Allottees 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 Allottees 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 & interest of the Allottees who has taken or agreed to take such [Unit].

18 **BINDING EFFECT :-**

Forwarding this Agreement to the Allottees by the Promoter does not create a binding obligation on the part of the Promoter or the Allottees until, firstly, the Allottees 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 Allottees 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 Allottees 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 Allottees for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and all sums deposited by the Allottees in connection therewith

including the booking amount shall be returned to the Allottees 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 WHEREVER REFERRED TO IN THE AGREEMENT :-

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee (s) in Project, the same shall be in proportion to the carpet area of the [Apartment] to the total carpet area of all the [Apartment] 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 Allottees, in after the Agreement is duly executed by the Allottees 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 Allottees 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 Allottees and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee/s :- **MR. AMOL SHANKAR THOPATE.**

(Mobile No. 9764392316)

(Allottee/s Address) :- Flat No. 204, 2nd Floor, B-wing, Vastushree

Apartment, Khopade Nagar, Katraj, Pune - 411046

Notified Email ID : amolthopate1987@gmail.com

Promoter's name :- **M/S. VASTU CONSTRUCTION** by its Partner

Mr. Narsingrao Shrihari Patil.

(Promoter Address) : Office No. 6 & 7, "Green Park Building" Katraj,

Pune - 411046,

It shall be the duty of the Allottees 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 Allottees, as the case may be.

- 28 **JOINT ALLOTTEES** : That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
- 29 Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.
- 30 Dispute Resolution : In case of failure to settled the dispute amicably, which shall be referred to the Maharea Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

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.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Pune in the presence of attesting witness, signing as such on the day first above written.

~~~~~

**SCHEDULE "I"**  
**(Description of the said PROPERTY)**

All that piece and parcel of the land within the limit of Sub-Registrar, Haveli No. 1 to 27 and within the limit of Pune Municipal Corporation situated at Village **Katraj**, Taluka Haveli, District Pune, are vested in the ownership of the respective owners thereof, the details whereof are as under:

| Sr. No | Survey No. Total Ares | Area Hector Are                         | Name of the Holders/Owner/s                                                                                                                                                                                                                                                                                          |
|--------|-----------------------|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1)     | 45/2                  | 00=27.5<br>out of<br>Hector 00=53 Ares  | 1) Mr. Rangrao Vitthalrao Saware<br>2) Mr. Akshay Anilkumar Jinde.<br>3) Mr. Gautam Shankar Kate.<br>4) Mr. Narsing Shrihari Patil.<br>and M/s. Vastu Construction and<br>i) Mr. Arjun Bhikoba Nimbalkar,<br>ii) Mrs. Ujwala Arjun Nimbalkar,<br>iii) Mr.Rajesh Arjun Nimbalkar, &<br>iv) Mr. Ramesh Arjun Nimbalkar |
| 2)     | 45/2/1                | 00=08                                   | 1) Mr. Rangrao Vitthalrao Saware<br>2) Mr. Akshay Anilkumar Jinde.<br>3) Mr. Bhagesh Shripad Mane.                                                                                                                                                                                                                   |
| 3)     | 45/2/2                | 00=04                                   | 1) Mr. Rangrao Vitthalrao Saware<br>2) Mr. Akshay Anilkumar Jinde.<br>3) Mr. Bhagesh Shripad Mane.                                                                                                                                                                                                                   |
| 4)     | 45/2/3                | 00=06                                   | 1) Mr. Rangrao Vitthalrao Saware<br>2) Mr. Akshay Anilkumar Jinde.<br>3) Mr. Bhagesh Shripad Mane.                                                                                                                                                                                                                   |
| 5)     | 45/2/4                | 00=02                                   | 1) Mr. Rangrao Vitthalrao Saware<br>2) Mr. Akshay Anilkumar Jinde.<br>3) Mr. Gautam Shankar Kate.<br>4) Mr. Narsing Shrihari Patil.                                                                                                                                                                                  |
|        | Total                 | <b>00.47.5</b><br><b>(4750 Sq. Mt.)</b> |                                                                                                                                                                                                                                                                                                                      |

The said entire properties in all admeasuring Hector **00=47.5** Ares, (**4750** Sq. Mtr.) are adjusant to each other and bounded as follows

- EAST : Boundary of Village Gujarwadi.  
SOUTH : Road.  
WEST : Remaining Portion out of S. No. 45/2.  
NORTH : Road.

~~~~~

SCHEDULE "II"

(Description of the **APARTMENT**)

The Residential Unit bearing Apartment/Flat No. **405** admeasuring **816.00** Sq. Ft. Carpet equivalent to (**75.83** Sq.Mt.) Carpet including Closed balcony+ Dry balcony appurtenant to the said Unit/ Apartment as utilization area on "**FOURTH FLOOR**" along with right of exclusive use of one Car Parking area admeasuring 11.15. Sq. Mt. in the building known as "**VASTUSHREE PHASE I**" being constructed upon the said Project Land/Said Property described in schedule "I" above, as shown in the Floor Plan annexed hereto as Annexure `C'.

FLOOR : **FOURTH**
AREA : **816.00** Sq. Ft. (**75.83** Sq.Mt.)
REMARK : CARPET AREA.
PARKING : 11.15. Sq. Mt.

GOVT RATE : **Rs. 51,350/-** Per Sq. Mt. (for Flat 2025-26)
Built up area of the Unit **83.41** Sq. Mt. for Valuation purpose (Carpet + 10% excess as per MAHARERA)

VALUATION : **Rs. 44,27,200/-**

CONSIDERATION : **Rs. 53,27,000/-**

STAMP 7% : **Rs. 3,72,900/-**

REGISTRATION FEE: Rs. **30,000/-**

~~~~~

**STAMP-DUTY PARTICULARS:**

**Location:** The said property is situated at Village **Katraj**, in Sector **24/395**, as per Ready Reckoner, 2026-27, prescribed by Town Planning.

~~~~~

COMMON FACILITIES

- 1) R.C.C. Framed Structure of the building.
- 2) Drainage and water line work.
- 3) Electric meters and water meter/s connected to common lights, water connections, pump sets etc.
- 4) Light points outside the building and staircase/s as well as those in the common parking space.
- 5) One number water reservoir of adequate capacity with the water pump connected to the overhead water tank.
- 6) Lift

RESTRICTED AREA AND FACILITIES

- 1) The parking under stilt, basement area in the building is restricted area and the Promoter herein shall have exclusive right to allot the same to the tenement holder in the building,
- 2) The top/roof terrace of the building shall be restricted and the Promoter shall have exclusive right to allot the same to any tenement holder/s in the building/s.
- 3) The open space adjacent to the ground floor tenement are restricted areas and the Promoter herein shall have exclusive right to allot the same to the tenement holder/s in the building.
- 4) All the adjacent terrace in the building as shown in the building plan are restricted area and the Promoter herein shall have exclusive right to allot the same to the tenement holder in the building.
- 5) All the areas, etc which are not covered under aforesaid head "Common Area and Facilities" are restricted areas and facilities which include, the marginal open space, terrace, car parking, in the said building which is reserved and the Promoter herein shall have exclusive right to sell or transfer convey, the same in part or in full to any buyer of the Unit, shop, office etc or to convert the restricted area into Common area or vice versa.

~~~~~

**ANNEXURE "A"**

*Amrutlal J. Shah*, Advocate

1187/37, Amey Apartment, Off : Ghole Road, Shivaji Nagar, Pune – 05

---

Date : 22<sup>nd</sup> April 2024

**TITLE AND NO ENCUMBRANCE CERTIFICATE**

On the basis of the relevant documents and revenue record made available and information given to me and subject to whatever stated in my Title Report of even date, I am of the opinion that the said Property described in the Schedule written hereunder are owned by the respective owners as mentioned in Title Report of even date, subject to the development rights thereof vested with **M/S. VASTU CONSTRUCTION** (said **Promoter**), the same is free from all encumbrance and doubt and the respective owners thereof have clean, clear and marketable title thereto,

The said Promoter subject to reservations as mentioned in the said Title Report, is entitled to construct the new building on the said Property, comprising of independent blocks, and sell the same to any desiring purchasers.

**SCHEDULE**

All that piece and parcel of the Property bearing Survey Nos. 45/2, 45/2/1, 45/2/2, 45/2/3, & 45/2/4 totally admeasuring Hector **00=47.5** Ares, (**4750** Sq. Mtr.) situated at village Katraj, Taluka Haveli, District Pune, within the limits of Registration District of Pune, Sub. Registrar, Haveli No.1 to 27, and within the limit of Pune Municipal Corporation,

Together with all easements, accesses, pathways, ingress, egress, sand, stones and things lying in or thereon, and all other ancillary and supplementary rights, title, interest & claims thereto.

Advocate

~~~~~

ANNEXURE "B"

7/12 extracts

ANNEXURE "C-1"

Commencement Certificate

ANNEXURE "C-2"

Project Registration Certificate

ANNEXURE "C-3"

Apartment Floor Plan

ANNEXURE "D"

SPECIFICATIONS

STRUCTURE:

- Earthquake resistant R.C.C. structure

MASONRY:

- 6" thick burnt brick masonry for both internal and external walls

PLASTER:

- Smooth POP (Plaster of Paris) Punning finish plaster for internal walls, Single coat plaster
- POP (Plaster of Paris) Punning finish for ceilings
- Sand face plaster (Double Coat) for external walls

FLOORING:

- 2' X 2' Vitrified tile flooring in all rooms
- Granite Silver grey flooring for staircase
- 1' x 1' anti skid ceramic tile flooring for toilets, dry balconies and terraces
- Designer ceramic tiles for toilet up to ceiling height.
- Designer tiles for Lobby

DOOR AND WINDOW FRAMES:

- Marble / Granite frames for Toilet doors

- Plywood frame with Veneer finish for all internal doors
- Granite sills for windows

DOOR SHUTTERS:

Antitheft Veneer Finish main door with CP fittings, Nameplate, Latch (with non-duplicating keys – Numeric and Mechanical locking)

- Messonate molded panel internal doors
- Water Resistant Molded Panel Doors for Toilet
- 3-Track powder coated aluminum sliding doors with mosquito mesh and safety grill door

WINDOWS:

- 3-track powder coated aluminum sliding windows with mosquito mesh and safety grills

KITCHEN:

- Granite top kitchen platform with SS sink
- Dry balcony near kitchen with washing machine provision
- Ceramic tile dado 7'
- Exhaust fan
- Point for Water Purifier

TOILETS:

- Pressure tested concealed plumbing
- Brick Bat waterproofing with chemical coating
- Top Quality CP fittings with hot and cold mixer and shower panel
- Ceramic sanitary wares
- Provision for Boiler

ELECTRIFICATION:

- Concealed electrification with circuit breaker
- Modular switches
- Fire retardant copper wiring

- Three phase power supply
- Split A/C provision in all bedrooms and living
- Foot lamps in passage area
- Inverter provision

PAINTING:

- Oil bond distemper for internal walls and ceilings
- Acrylic paint for external walls
- Oil paint for M.S. work

PARKING:

- Fully covered or Open parking with Trimix

ENTRANCE LOBBY:

- Decorative entrance lobby with marble flooring, fully glass doors, false ceiling and directory boards

ELEVATORS:

- High-speed automatic elevators with V3F technology and back up
- Decorative architrave in marble or granite

ROADS:

- Internal Trimix with footpath and plantation

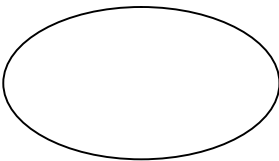
~~~~~

**ANNEXURE "E"**  
**LIST OF AMENITIES**

- 1. Provision for Internet Connection.
- 2. Inverter back-up for Lift & Common Area
- 3. Provision for Inverter in flat
- 4. Provision for Air Conditioning for bedrooms & living room
- 5. Provision of Water Purifier, Exhaust fan
- 6. Solar Water Heating System
- 7. Fire Fighting System
- 8. CCTV for Common Area
- 9. Lobby with Secured Entrance
- 10. Video Door Phone
- 11. Automatic Water Level Controller
- 12. Rain Water Harvesting
- 13. Sewage Treatment Plant

~~~~~

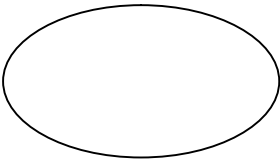
In witness whereof the parties hereto have signed, sealed and delivered to each other this **AGREEMENT FOR SALE** on the date hereinbefore first mentioned.



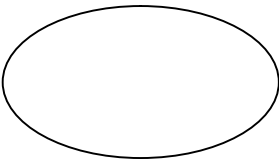
M/S. VASTU CONSTRUCTION.

By its partners

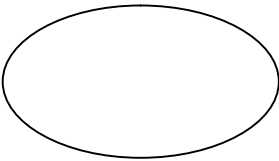
MR. NARSINGRAO SHRIHARI PATIL.
"PROMOTER/OWNER"



1) MR. AMOL SHANKAR THOPATE.



2) MRS. POOJA AMOL THOPATE.
"ALLOTTEE'S /PURCHASER'S"



MR. RANGRAO VITTHALRAO SAWARE.

being a partner of M/s. Vastu construction.
and constituted attorney of the Consenting Party No.1
and Consenting Party No.2

CONSENTING PARTY No.1 & 2

Witnesses :

[Flt'45-Katraj.Savre-RERA-PII-03-405]

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER AEGPP3713F नाम /NAME NARSINGH SHRIHARI PATIL पिता का नाम /FATHER'S NAME SRIHARI GANGARAM PATIL जन्म तिथि /DATE OF BIRTH 01-06-1971 हस्ताक्षर /SIGNATURE आयकर आयुक्त-1, पुणे Commissioner of Income-tax I, Pune	भारत सरकार GOVERNMENT OF INDIA नरसिंग श्रीहरी पाटील Narsing Shrihari Patil जन्म वर्ष / Year of Birth : 1971 पुरुष / Male 6317 8863 3740 आधार — सामान्य माणसाचा अधिकार
आयकर विभाग INCOME TAX DEPARTMENT भारत सरकार GOVT. OF INDIA SAWARE RANGRAO VITTHALRAO VITTHALRAO DEVRAO SAWARE 01/06/1965 Permanent Account Number ARJPS8011M Signature	भारत सरकार Government of India रंगराव विठ्ठलराव सावरे Rangrao Vitthalrao Saware जन्म तारीख / DOB : 01/06/1965 पुरुष / Male 7310 1416 0949 आधार - सामान्य माणसाचा अधिकार
भारत सरकार Government of India Narayan Pundlikrao Huple DOB : 11/06/1976 Male 7236 4400 5837 मेरा आधार, मेरी पहचान	भारत सरकार Government of India प्रतीक लक्ष्मण गुजर Pratik Laxman Gujar जन्म तारीख/DOB: 09/04/2000 पुरुष/ MALE 2501 9902 9209
आयकर विभाग INCOME TAX DEPARTMENT भारत सरकार GOVT. OF INDIA AMOL SHANKAR THOPATE SHANKAR GANBA THOPATE 30/03/1987 Permanent Account Number AZWPT6629H Signature	भारत सरकार GOVERNMENT OF INDIA अमोल शंकर थोपटे Amol Shankar Thopate जन्म वर्ष / Year of Birth : 1987 पुरुष / Male 4918 2258 5775 आधार — सामान्य माणसाचा अधिकार
आयकर विभाग INCOME TAX DEPARTMENT भारत सरकार GOVT. OF INDIA POOJA AMOL THOPTE MURLIDHAR WAGHURAM CHAVAN 29/05/1992 Permant Account Number AXAPT5576F Signature	भारत सरकार Government of India पूजा अमोल थोपटे Pooja Amol Thopate जन्म तारीख / DOB : 29/05/1992 स्त्री / Female SHOT ON REDMI 10Y3 4730 8935 AI DUAL CAMERA आधार - सामान्य माणसाचा अधिकार