

// AGREEMENT TO SALE //

**This AGREEMENT TO SALE is made and executed today at Pune on
this ----- day of the month October of the year 2026,**

BETWEEN

BADHEKAR DEVELOPERS,

A sole proprietary firm having its office at
303, 11 Mayur, Karve Road, Kothrud Pune
411038 by and through its sole proprietor

MR. PRAVIN KESHAV BADHEKAR,

Age -: 45 years, Occupation -: Business and Agriculturist,

PAN - AEPPB8899F,

Hereinafter referred to as the '**Promoter and Developer**' (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include their heirs, representatives, executors and administrators and assigns)

----- PARTY OF THE FIRST PART;

AND

MR. DEVENDRA DATTATRAYA THORAT,

Age -: 33 years, Occupation -: Business,

PAN -: ANIPT6906D,

Aadhar No. – 2992 5266 9849

R/at -: Sr. No. 120, Plot No. 62,
Modern Colony, Shivtirth Nagar,
Kothrud, Pune - 411038.

Hereinafter referred to as the '**Purchaser**' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his legal heirs, representatives, executors, administrators and assigns)

----- PARTY OF THE SECOND PART;

AND

1. MR. NIVRUTTI SOPANA KARANJAWANE,
Age - Adult, Occupation - Agriculturist,
2. MR. DAGADU NAMDEV KARANJAWANE,
Age - Adult, Occupation - Agriculturist,
3. MR. SANTOSH NAMEDV KARANJAWANE,
Age - Adult, Occupation - Agriculturist,
4. SMT. KAMAL NAMEDV KARANJAWANE,
Age - Adult, Occupation - Agriculturist,
5. MRS. SHARADA AVINASH SHINDE,
Age - Adult, Occupation - Agriculturist,
6. MRS. VIDYA RAJESH GHARE,
Age - Adult, Occupation - Agriculturist,
7. MR. DHANANJAY SHAMRAO GHARE,
Age – Adult, Occupation – Agriculturist,
8. MS. TANVI DHANANJAY GHARE,
Age – Adult, Occupation – Agriculturist,
9. MS. DIKSHA DHANANJAY GHARE,
Age – Adult, Occupation – Agriculturist,
10. MR. LAKSHMAN SUBHANA KARANJAWANE,
Age – Adult, Occupation – Agriculturist,
11. MR. SAMBHAJI SUBHANA KARANJAWANE,
Age – Adult, Occupation – Agriculturist,
12. MR. SURESH DINKAR KARANJAWANE,
Age – Adult, Occupation – Agriculturist,
13. MR. BALASAHEB DINKAR KARANJAWANE,
Age – Adult, Occupation – Agriculturist,
14. MR. NITIN RAMCHANDRA KARANJAWANE,
Age – Adult, Occupation – Agriculturist,
15. SMT. SUSHILA RAMCHANDRA KARANJAWANE,
Age – Adult, Occupation – Agriculturist,
16. MRS. JAYASHRI YOGESH GARUD,
Age – Adult, Occupation – Agriculturist,
17. MRS. RANI SAMIR SHINDE,
Age – Adult, Occupation – Agriculturist,
18. MR. MARUTI KASHINATH KARANJAWANE,
Age – Adult, Occupation – Agriculturist,
19. MR. BALASAHEB KASHINATH KARANJAWANE,

- Age – Adult, Occupation – Agriculturist,
20. MRS. MALAN ALIAS VIMAL VILAS LOLE
Age – Adult, Occupation – Agriculturist,
21. MR. NARAYAN SITARAM KARANJAWANE,
Age – Adult, Occupation – Agriculturist,
22. MR. HARIBHAU SITARAM KARANJAWANE,
Age – Adult, Occupation – Agriculturist,
23. MRS. SUREKHA DATTATRAY MACHALE
Age – Adult, Occupation – Agriculturist,
24. MR. RAMESH SAHEBRAO KARANJAWANE,
Age – Adult, Occupation – Agriculturist,
25. MR. SHIVAJI SAHEBRAO KARANJAWANE,
Age – Adult, Occupation – Agriculturist,
26. MR. GULAB SAHEBRAO KARANJAWANE,
Age – Adult, Occupation – Agriculturist,
27. MR. SHANTARAM SAHEBRAO KARANJAWANE,
Age – Adult, Occupation – Agriculturist,
28. MR. TUKARAM SAHEBRAO KARANJAWANE,
Age – Adult, Occupation – Agriculturist,
29. SMT. CHANDRABHAGA BABANRAO KARANJAWANE,
Age – Adult, Occupation – Agriculturist,
30. MR. RAJENDRA BABANRAO KARANJAWANE,
Age – Adult, Occupation – Agriculturist,
31. MR. DATTATRAY BABANRAO KARANJAWANE,
Age – Adult, Occupation – Agriculturist,
32. MRS. KALINDA BABAN PASALKAR
Age – Adult, Occupation – Agriculturist,
33. MRS. KALUBAI ALIAS RAJASHRI RAMESH MARAL
Age – Adult, Occupation – Agriculturist,

All residing at -: Bavdhan Khurd, Pune 411021,

Through their constituted attorney

BADHEKAR DEVELOPERS through

MR. PRAVIN KESHAV BADHEKAR

Age -: 45 years, Occupation -: Business and Agriculturist,

Hereinafter referred to as the "**LAND OWNER/S**" (which expression unless repugnant to the context or meaning thereof shall mean and include the said apartment, its present and future managing committee,

its true members, their respective heirs, executors, administrators and assigns)

----- PARTY OF THE THIRD PART,

WHEREAS, the land bearing S. No. 44 totally admeasuring 08 Hectares 39 Ares lying and situated at village Bavdhan Khurd, Taluka Mulshi, District Pune was owned by Shri Govinda Vithoba Karanjawane and others.

AND WHEREAS, accordingly, the said land owners viz. Shri Govinda Vithoba Karanjawane and others transferred the said bearing Survey No. 44 along with other lands in favour of the Shri. Sopana Rangoba Karanjawane, Shri. Kashinath Vithoba Karanjawane, Shri. Sitaram Vithoba Karanjawane, Shri. Dinkarrao Rangoba Karanjawane, Shri. Subhana Rangoba Karanjawane and Shri. Sahebrao Vithoba Karanjawane by a Sale Deed dated 16.12.1953 and by virtue of the said Sale Deed dated 16.12.1953 together transfer permission, the Mutation Entry No. 801 came to be certified.

AND WHEREAS, as such, the names of the said land Purchaser duly mutated in the revenue records vide the above referred Mutation Entry.

AND WHEREAS, thereafter, the said land owners decided to partition the above referred land bearing Survey No. 44 of revenue village Bavdhan Khurd and accordingly, applied on 19.08.1998 to Hon'ble Tahsildar, Mulshi under the provisions of the section 85 of The MLRC, 1966.

AND WHEREAS, that, after publication of a notice to that effect on 30.09.1998, the office of Hon'ble Tahsildar, Mulshi had recorded statements of all land owners and as per rough sketch prepared by the original land owners, the said land is divided into total nine parts.

AND WHEREAS, by virtue of the said partition order u/s 85 of The MLRC, 1966, the said 7/12 extract divided into nine parts and given new numbers as 44/1 to 44/9 and to that effect Mutation Entry No. 3387 certified by the Circle Officer.

AND WHEREAS, out of the said nine parts of land, the land having Survey number 44/9 admeasuring total area 01 H 38.52 Ares is kept under common ownership of all land owners of the said Karanjawane family viz. the party of the Fourth Part.

AND WHEREAS the said land owners viz. the Party of the Fourth Part had amicably decided to develop a small portion of the their land admeasuring 302 square meters out of the Hissa No. 9 of the Survey No. 44, which is more particularly described in the Schedule I written here under, belongs to the said Karanjawane family viz. the party of the Fourth Part through the Promoter viz. Badhekar Developers. And, accordingly, entered into the Development Agreement on 07.09.2020 in respect of the subjected land and the same is registered with the Office of Sub Registrar, Haveli No. 4 at Sr. No. 3554 of 2020.

AND WHEREAS, the said Land Owners viz. Mr. Nivrutti Sopana Karanjawane and others also granted rights to complete development activities effectively in favour of the proprietor viz. Mr. Pravin Keshav Badhekar of the said Badhekar Developers by a Power of Attorney dated 07.09.2020 and the same is also registered with the Office of Sub Registrar, Haveli No. 4 at Sr. No. 3561 of 2020.

AND WHEREAS, that as per the said partition, the land bearing Survey No. 44/1 came to the share of Shri. Dinkarrao Rangoba Karanjawane and the land bearing Survey No. 44/8 came to the share of Shri. Babanrao Vithoba Karanjawane.

AND WHEREAS, the legal heirs of the said land owners viz. Late Dinkarrao Rangoba Karanjawane and Late Babanrao Vithoba Karanjawane had conveyed the captioned land vide Deed of Conveyance dated 17th March, 2009 registered in the Office of the Sub Registrar of Haveli at Pune having No. 19 at Serial No. 782 of 2009 to the Shri. Yashwant Gopal Ghaisas, Sou. Smita Yashwant Ghaisas and Sou. Shalaka Govind Sovale. Moreover, vide Mutation Entry No. 5090, the names of the above referred land Purchaser has been mutated in the revenue records.

AND WHEREAS, the said land owners viz. Shri. Yashwant Gopal Ghaisas, Sou. Smita Yashwant Ghaisas and Sou. Shalaka Govind Sovale had sold and transferred the said subjected land admeasuring 2,292 sq. mtrs., which is more particularly described in the Schedule II written here under, vide Sale Deed dated 25.04.2012 and the same is registered with the Office of the Sub Registrar of Haveli at Pune having No. 4 at Serial No. 4119 of 2012 to the present Land Owners viz. Shri. Vijay Nathu Mirkute and Mrs. Jayashree Vijay Mirkute. And accordingly, as per Mutation Entry No. 5547, the names of the present land owners viz. Shri. Vijay Nathu Mirkute and Mrs. Jayashree Vijay Mirkute have been mutated in the revenue records.

AND WHEREAS, the said land owners viz. the Party of the Third Part had also decided to develop their lands admeasuring 13.16 Ares out of the land bearing Hissa No. 1 of the Survey No. 44 admeasuring about 01 H 16.66 Ares having assessment of Rs. 01 = 40 Paise, Land admeasuring 9.76 Ares out of the land bearing Hissa No. 8 of the Survey No. 44 admeasuring about 00 H 86.25 Ares having assessment of Rs. 01 = 05 Paise collectively admeasuring 22.92 Ares i.e. 2,292 square meters, which is more particularly described in the Schedule II written here under, belongs to the said Vijay Mirkute and other the Promoter viz. Badhekar Developers. And, accordingly, entered into the Development Agreement on 09.02.2023 in respect of the subjected land and the same is registered with the Office of Sub Registrar, Haveli No. 22 at Sr. No. 3443 of 2023.

AND WHEREAS, the said Land Owners viz. Mr. Vijay Mirkute and others also granted rights to complete development activities effectively in favour of the proprietor viz. Mr. Pravin Keshav Badhekar of the said Badhekar Developers by a Power of Attorney dated 09.02.2023 and the same is also registered with the Office of Sub Registrar, Haveli No. 22 at Sr. No. 3444 of 2023.

AND WHEREAS, meanwhile, as per application of the present land owners viz. The Party of the Third Part, the office of Deputy Superintendent Land Record of Mulshi measured and demarcated the said land totally admeasuring 2,292 sq. mtrs. hold and possessed by the Shri. Vijay Nathu Mirkute and Sou. Jayashree Vijay Mirkute and accordingly, issued demarcation vide Mojani Register No. 591 of 2018.

AND WHEREAS, thereafter, as per application of the land owners of Survey No. 44/9, the office of Deputy Superintendent Land Record of Mulshi measured and demarcated the said land totally admeasuring 302 sq. mtrs. hold and possessed by the said Karanjawane family viz. the party of the Fourth Part and accordingly, issued demarcation vide Mojani Register No. 1189 of 2019.

AND WHEREAS, in pursuance of the development agreement and power of attorney, mentioned hereinabove, the said Promoter and Developer applied for amalgamation of the entire land and accordingly, submitted building plan of proposed building/s to be constructed on the said land consisting of various units and other tenements to be sold on ownership basis as contemplated under the provisions of Maharashtra Ownership Flats Act, which is hereinafter referred as "THE SAID ACT" for sake of convenience only;

AND WHEREAS, the Promoter and Developer, herein, is entitled to develop the said 2,594 square meters land including the sale of various tenements to be built in the proposed building to be constructed on the said land on such terms and conditions as the Promoter and Developer may think fit and proper;

AND WHEREAS, the Promoter intend to sell on 'Ownership' basis, such tenements / units to prospective Purchaser/s;

AND WHEREAS, the Promoter have appointed an Architectural firm registered with the Council of Architects, **M/S. ANKUR ASSOCIATES (MR. PRAKASH KULKARNI)**, who have designed the said project and have obtained the required permission from various government and semi-government bodies;

AND WHEREAS, the structural designs and drawings of the various Units have been prepared by a Structural Engineer viz. **G A BHILARE CONSULTANTS PVT. LTD.;**

AND WHEREAS, the Promoter herein reserve the right to change the Architect and/or Structural Engineer and appoint a new Architect and/or Structural Engineer in their place, without infringing the rights of the Purchaser;

AND WHEREAS, the Promoter herein has the sole and exclusive right to sell the UNIT/S from the SAID PROJECT to be constructed by the Promoter on the SAID PROPERTY subject to the terms and conditions agreed upon by and between the Promoter herein vide the afore stated Development Agreement and to enter into Agreement/s with the prospective Purchaser of the 'UNITS', to receive the sale price thereof and to execute the necessary documents for conveyance of the title to the Purchaser/s;

AND WHEREAS, the Purchaser/s demanded from the Promoter and the Promoter have given inspection to the Purchaser of all the documents of title relating to the SAID PROPERTY and the plans, designs and specifications prepared by the Promoter's Architect 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 made there under;

AND WHEREAS, the copies of Certificate of Title issued by the advocate of the Promoter showing the nature of the rights of the Promoter herein to the said Schedule I land on which the building/s are being constructed or are to be constructed and a copy of 7/12 Extract of the said Schedule A land have been annexed hereto and marked as Annexure/s;

AND WHEREAS, the copy of the floor plan showing the SAID UNIT and which floor plan is a part of the plan as approved by the concerned Local Authority and according to which the construction of SAID UNIT and the SAID BUILDING shall be carried out and the same has been annexed hereto and marked as Annexure/s;

AND WHEREAS, the copy of the parking floor Layout (If, the Purchaser have been specifically allotted a car park) as proposed by the Promoter and as proposed to be provided for on the SAID PROJECT have been annexed hereto and marked as Annexure;

AND WHEREAS, the specifications of the fixtures and fittings etc. with regard to the flooring and sanitary fittings etc. and amenities like one or more lifts with particulars like brand, or price range (if unbranded) to be provided by the Promoter in the said building and the SAID UNIT as agreed to be purchased by the Purchaser, has been annexed hereto and marked as Annexure;

AND AWHEREAS, the Pune Municipal Corporation has sanctioned building plan of the said proposed building/s to be constructed on the said land vide its **Commencement Certificate bearing No. CC/2675/21 dated 08/12/2021, Commencement Certificate bearing No. CC/0171/23 dated 20/04/2023 and Commencement Certificate bearing No. CC/4478/25 dated 25/02/2026.**

AND WHEREAS, the Promoter has decided to construct a multi storied building/s known as **'Rising Hills'** at the said land;

AND WHEREAS, the SAID PROPERTY is earmarked for the purpose of building a residential multi-storied building and/or for any other purpose as shall be granted, and the said PROJECT shall be known as **'RISING HILLS'**, situated at **Village BAVDHAN KHURD, Taluka MULSHI, District PUNE;**

AND WHEREAS, the Promoter herein are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the SAID PROPERTY on which the SAID PROJECT is to be constructed have been completed;

AND WHEREAS, the Promoter has already registered the SAID PROJECT under the provisions of the said MAHARERA Act with the Real Estate Regulatory Authority at Pune vide registration number **P52100033495**.

AND WHEREAS, The Promoter and Developer has obtained **completion certificate on 30.03.2026 wide Completion Certificate No. OCC/1447/25 from Pune Municipal Corporation.**

AND WHEREAS, the Purchaser has applied to the Promoter for allotment of an **2BHK** Flat/Tenement No. **303** on **3rd Floor** in the building being constructed over the SAID PROPERTY.

AND WHEREAS, the carpet area of the said **Flat is 723 square ft.** "**carpet area**" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Flat.

AND WHEREAS, the Purchaser prior to the execution of these presents has paid to the Promoter, a sum of **Rs. 9,48,000/- (Rupees Nine Lakhs Forty Eight Thousand Only)** being a part payment of the sale price of the Flat, agreed to be sold by the Promoter to the Purchaser as advance payment or Earnest Money Deposit, or Holding Amount or Application Fee (the payment and receipt whereof the Promoter hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale price in the manner hereinafter appearing.

AND WHEREAS, the Parties have gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein;

AND WHEREAS, the Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the SAID PROJECT;

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 Deed and all applicable laws, are now willing to enter into this Deed on the terms and conditions appearing hereinafter;

AND WHEREAS, in accordance with the terms and conditions set out in this Deed and as mutually agreed upon by and between the Parties, the Promoter hereby agree to sell to the Purchaser hereby and the Purchaser agrees to purchase the Flat as specified here in below;

AND WHEREAS, under section 13 of the new Act and under Section 4 of the old Act, the Promoter is required to execute a written Sale Deed/Agreement to Sale of the said Flat / Shop / Office to the Purchaser, being in fact these presents and also to register the said Deed under the Registration Act, 1908;

AND WHEREAS, the Promoter and Developer has agreed to sell to the Purchaser/s the said unit/tenement at the price and on the terms and conditions hereinafter appearing;

AND WHEREAS, the copy of the certificate of title issued by the Advocate, extract of 7/12 or property card and the concerned commencement certificate along with the approved floor plans have been annexed to this agreement;

AND WHEREAS, the Purchaser/s has/have satisfied, himself/herself/ themselves in respect of marketable title of the said OWNERS/Plot holder and further rights and authorities of the Promoter and Developer herein;

AND WHEREAS, the Purchaser/s herein is/are aware of the fact that the Promoter and Developer have entered or will enter into similar or separate agreement with several other person/s and party/ies in respect of other unit/s, residential tenements, terraces, parking areas etc.;

AND WHEREAS, The Purchaser has agreed to pay the entire agreed consideration to the said Promoters and the said Promoters has also delivered the vacant and peaceful possession of the said flat to the Purchaser herein. Thus the Purchaser herein have become the holder and occupier of the said flat being owner there of.

AND WHEREAS, the said Promoter and Developer are desirous of transferring and assigning all the rights in THE SAID FLAT all other rights and the benefits, including the deposits which may be lying with the Society/promoter and accordingly the Purchaser has made discussion with the Purchaser and the agreed lawful consideration for THE SAID FLAT is **Rs. 74,48,000/- (Rupees Seventy-Four Lakhs Forty-Eight Thousand Only)** That, Purchaser has agreed to pay to Promoter and Developer consideration of **Rs. 74,48,000/- (Rupees Seventy-Four Lakhs Forty-Eight Thousand Only)** is as follows:

"SCHEDULE OF PAYMENT"

Sr. No.	Particular/s	Amount
1.	At the Time of Booking Towards "Part Payment"	9,48,000/-
2.	Purchaser/s will pay 1% TDS amount in form of Form 141 (Old Form 26QB) to be paid after reg. by PURCHASER within stipulated period of time.	74,480/-
3.	At the time of possession of the subjected flat towards "Full & Final Payment"	64,25,520/-
Total Rs. 74,48,000/- (Rupees Seventy-Four Lakhs Forty-Eight Thousand Only)		

The Promoter and Developer hereby expressly acknowledges and admit the receipt of the consideration of **Rs. 9,48,000/- (Rupees Nine Lakhs Forty Eight Thousand Only)**.

All payments shall be made by the Purchaser/s by duly drawn crossed demand draft/ banker’s cheque/Online/RTGS payable at par, payable to and in the name of the Promoter and Developer i.e. **Badhekar Developers.**

TDS @ 1% to be deducted (if applicable) from the agreement cost of the flat and paid by the **Purchaser/s** as per the guidelines of Income Tax Dept. The **Developer** is in no way responsible for the TDS payment or for any late fees or penalties that might be applicable due to the non-payment of TDS amount. The **Purchaser/s** shall pay the TDS and deposit the challan for the same at the **Developer’s** Office.

NOW THIS AGREEMENT TO SALE WITNESSETH AS UNDER:

- A) In consideration of **Rs. 74,48,000/- (Rupees Seventy-Four Lakhs Forty-Eight Thousand Only)** paid by the Purchaser in the manner mentioned hereinabove, the Promoter and Developer hereby absolutely and without any reservation, sells, conveys, assigns and transfers the said Flats and all his rights, title, interest, benefits, membership rights and claims in respect of the Said Flats, together with its consequential, incidental and ancillary rights thereto, free from encumbrances and without any reservation to the Purchaser by these presents.
- B) The Purchaser herein has agreed to pay to the Promoter and Developer the total agreed consideration amount of **Rs. 74,48,000/- (Rupees Seventy-Four Lakhs Forty-Eight Thousand Only)** in the manner mentioned hereinabove and the Promoter and Developer has also accepted the same towards the consideration of the Said Flat. Thus, the Purchaser herein has paid the part agreed consideration of **Rs. 74,48,000/- (Rupees Seventy-Four Lakhs Forty-Eight Thousand Only)** to the Promoter and Developer and the Promoter and Developer hereby acknowledged the receipt of the same by executing these presents. The Promoter and Developer hereby acknowledged the receipt of the agreed consideration and has agreed to discharged the Purchaser in full after payment of total agreed consideration.
- C) The Promoter and Developer have delivered the actual, vacant, physical and peaceful possession of the Said Flat to the Purchaser after the receipt of full and final agreed consideration mentioned herein above of the said Flat.
- D) The Promoter and Developer hereby assure unto the Purchaser that the Purchaser is the sole and the absolute owner of the said flat and that no other people except the Purchaser has got any right, title claim or interest of whatsoever nature in the said flat. The Promoter and Developer further assure unto the Purchaser that the Promoter and Developer have not on or before the date of this agreement sold transferred assigned or in any other way encumbered or alienated their, title, claim and interest in respect of the said flat or any part thereof in favour of any person whosoever nor the Promoter and

Developer has mortgaged leased out or charged with the said flat and that the said flat is free from all the encumbrances, charges, loans, liabilities, mortgages lease, lien etc. and the title of the Promoter and Developer to the said flat is good clear and marketable.

- E) The Promoter and Developer hereby declares and assures to the Purchaser that the Said Flat along with the entire incidental rights attached thereto is free from all encumbrances and is perfectly marketable. The Promoter and Developer further declares that the Promoter and Developer have not created any encumbrances in any manner whatsoever in respect of the Said Flat and he has not created any third party interest in respect of the Said Flat or any part thereof in any manner whatsoever. The Promoter and Developer hereby declares and assures the Purchaser that the Promoter and Developer herein is perfectly empowered/entitled to execute this Agreement to Sale transferring/assigning/conveying the Said Flat along with all other rights attached thereto unto the Purchaser.

- F) The Promoter and Developer herein further covenant with the Purchaser that the Promoter and Developer herein has not done, omitted or knowingly or willingly or wilfully suffered or is a party or has privy to acts, deeds, things, claims, disputes whereby the Promoter and Developer is prevented from granting or conveying the said rights accrued to him in respect of the Said Flat, in the manner aforesaid or whereby the same or any part thereof is or can be or may be charged to or encumbered or prejudicially affect any estate, title, claim or otherwise howsoever from any acts, deeds, things which the Promoter and Developer have been doing at present in consideration of making this Agreement to Sale. The Promoter and Developer hereby indemnifies the Purchaser against all loss or damages if caused to the Purchaser due to the acts of the Purchaser.

- G) The Promoter and Developer herein undertakes to co-operate with the Purchaser to transfer the title of the Said Flat with the statutory/ government, semi-governmental, Pune Municipal Corporation and other concerned authorities in the name of the Purchaser. The

Promoter and Developer further undertakes and agrees that he shall further co-operate the Purchaser to transfer the electricity meter in respect to the Said Flat in the name of Purchaser herein and for transferring the membership/shares in respect of the Said Flat in the name of Purchaser herein. The Promoter and Developer hereby agrees and undertakes to execute any other document or deed if required by the Purchaser in respect of the Said Flat in favour of the Purchaser. The Promoter and Developer shall be under an obligation to co-operate the Purchaser without claiming any additional consideration for the same.

- H) The Promoter and Developer have assured that the Purchaser has paid property taxes and other outgoings and electricity bills in respect of hand over of said flat to the Purchaser. It is further explicitly agreed between the parties hereto that, if in future the payments/outgoings as aforesaid payable by the Promoter and Developer found to be due and payable then the Promoter and Developer alone shall be liable and responsible to clear the same immediately.
- I) The Promoter and Developer have handed over all the Title Documents in respect of the Said Flats to the Purchaser before the execution of these presents.
- J) It is mutually agreed between the parties, The Purchaser shall pay and bear the transfer charges of the said Apartment. The Promoter and Developer further agreed and undertake to sign all papers necessary to transfer of the said flat shares membership electricity meter, Municipal Tax receipt etc. in the name of the Purchaser.
- K) The Promoter and Developer further assured that they have paid all the municipal taxes, water charges electricity bills and other outgoing in respect of the flat up to date and Purchaser shall be liable to pay for the same thereafter and shall not withhold the same for any reason whatsoever and shall indemnify and continue to be indemnified the Purchaser in this respect.

- L) Also, the **Purchaser** hereby agree to pay **Rs. 2,00,000/- (Rupees Two Lakhs Only)** towards Society Corpus Fund at the time of possession with or without completion certificate of the subjected flat.
- M) Expenses such as **Stamp duty** of **Rs. 5,22,000/-** and **Registration Fees** of **Rs. 30,000/-** and other incidental charges for this Agreement to Sell shall be borne by **Purchaser** only.

STAMP DUTY CALCULATION

AREA	: Bavdhan (BK), (42/595)
Location	: BUILDING RISING HILLS
Floor	: 3rd
Carpet area of the Said flat with	: 723 sq. ft. i.e. 67.17 sq. mtrs.
Terrace/Balcony	: 120 sq. ft. i.e. 11.15 sq. mtrs.
Total Carpet area of Flat	: 843 Sq.Mtrs. i.e. 78.32 sq. mtrs.
Valuation of flat	: 71,21,942/-
Flat Consideration	: 74,48,000/-
Stamp Duty amount	: 5,22,000/-
Registration Fee	: 30,000/-

Since the agreed consideration is Higher than the Government Valuation and as such the stamp duty is paid on the **Consideration**.

Therefore, **Purchaser/s** has/have paid stamp of **Rs. 5,22,000/-** over agreed consideration as per Article 25 of the Maharashtra Stamp Act, 1958

: DESCRIPTION of the LAND OWNED & HOLD by the OWNERS: :
SCHEDULE 'I':

All piece and parcel of land within Division and District Pune, Sub Division and Taluka Mulshi and within local limits of the Pune Municipal Corporation and revenue village Bavdhan Khurd, Pune 41102, admeasuring 302 square meters out of the land bearing Hissa No. 9 of

the Survey No. 44 and admeasuring 1,316 square meters out of the land bearing Hissa No.1 of the Survey No. 44 and 976 square meters out of the land bearing Hissa No. 8 of the Survey No. 44 totally admeasuring 00 H 25.94 R i.e. 2,594 square meters, After amalgamation of the said both lands are bounded as follows -:

- On or towards East : Survey No. 63 (part),
- On or towards South : Survey No. 44,
- On or towards West : By road and Survey No. 44,
- On or towards North : Survey No. 44,

DESCRIPTION OF THE SAID “UNIT / PREMISES”
: SCHEDULE ‘II’:

Residential unit	Flat No. 303 (2 BHK),
Name of building	RISING HILLS building / project,
Carpet Area	723 sq. ft. i.e. 67.17 sq. mtrs.
Attached Terrace / Balcony	120 sq. ft. i.e. 11.15 sq. mtrs.
Total Carpet area of Flat	843 sq. ft. i.e. 78.32 sq. mtrs.
Floor	3rd (Third Floor)
Allotted Parking space	1 Covered Car parking admeasuring 11.15 Sq. Mtrs. i.e.120 sq. ft.
Garden	NIL

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

Name and Signature	Photo	Thumb Impression
BADHEKAR DEVELOPERS i.e. PROMOTER AND DEVELOPER THROUGH ITS PROPRIETOR MR. PRAVIN KESHAV BADHEKAR & AS AN CONSTITUTED ATTORNEY AND ON BEHALF OF THE LAND OWNERS		
MR. DEVENDRA DATTATRAYA THORAT PURCHASER		

In presence of witness-:

- 1. Sign** :
Name :
Address :
- 2. Sign** :
Name :
Address :

ANNEXURE
(DETAILS OF THE COMMON FACILITIES AND RESTRICTED AREAS
AND FACILITIES)

Technical Specifications of "RISING HILLS" Project:--

Structure:-

All the framed structure inclusive of foundation, columns, bearings and slabs will be as per RCC design taking into account the earthquake forces as per IS-1893 (Part-I), 2002, Annexure-E, Zone-III. All the material and grade shall be as per RCC Consultant's specifications. Dewatering during the foundation work is developer's responsibility. Anti-termite treatment shall be given to all footing and plinth work.

Walls

Siporex / AAC block masonry for Internal & External walls.

Plaster

External walls in sand faced plaster in concrete mix 1:4 and internal walls in cement mix in the ratio 1:5 with smooth coating of super mix/wall putty.

Flooring

800 x 800 Vitrified flooring for full Flat of Johnson / Euro / Kajaria equivalent make with 3" skirting.

Toilets / Balcony / Dry Balcony / Terrace :- 2' X 2' anti-skid designer base tiles Johnson or equivalent make tiles flooring.

Kitchen

'L' Shape / Parallel 10' long granite Kitchen platform with SS Sink of size 21" X 18" With Glazed dado tiles Up to Ceiling.

Toilets

Dado :- 24" X 12" wall tiles Johnson or equivalent make up to lintel level with design for all toilets with good quality fittings. Exhaust Fan point provision and necessary accessories and the doors fitted on Granite Door Frame.

Plumbing and Sanitation

Concealed plumbing with chrome plated Jaquar or Equivalent Continental / series bath fittings with flush tank for commodes.
Full / Half Counter Wash Basin for Common Toilet & Master Bed Room Toilet as per Space available & Normal Wash Basins in all other Toilets.
Jaquar / equivalent make Diverter Unit for Shower Area in each Toilet, anti-cockroach Nhani traps will be provided by developer free of cost. Solar water heating supply connections in All Toilets will be provided by the builder free of cost.

Electrical

Concealed polycab copper wiring with Legrand / Anchor / Grab Tree Switches and Circuit Breaker will be provided free of cost by the developer. Inverter wiring for light points, fan point, bell point, TV point and in each bath room.
Telephone point and cable TV points in living room and each bed room will be provided by developer free of cost. 15 Amp Power point for air-conditioner fitting in all bedrooms will be provided by the developer for each flat free of cost.

Electrical Wiring Points

Sr.No.	Area of the flat	Light Point	Fan Point	Bell/Exhaust Fan/Aqua Guard Point	Plug Point 5 Amp	Power Point 15Amp
1.	Living Room	04	02	01	4	---
2.	Kitchen / Dining	02	02	02	2 + 2	2
3.	Toilet/Bathroom	01	----	01 Each	1	1
4.	Passage/Wash Basin	01	---	---	1	0
5.	Each Bed Room	02	01	---	2	1
6.	Terrace	01	---	---	1	---
7.	Main Entrance	01	----	----	----	---
8.	Dry Balcony	01	---	-----	-----	2

Electrical wiring points as given in above Table will be provided by developer to each existing member of flat free of cost.

Painting

Internal paint acrylic emulsion finish with brand of Asian paint or equivalent, External paint good quality Cement base paint or equivalent. Asian or equivalent make enamel paint for M.S. Works will be done by developer free of cost.

Window

Minimum 3 track powder coated aluminum sliding windows with mosquito net and MS safety grills and four side Granite frame will be provided by the developer free of cost.

Doors

Main Door :- 3'0" Wide post forming Main door with all Pre fitted accessories like Eye piece, Night latch, good quality fittings, Name plate, etc.

All Internal Doors :- 3'0" post forming Doors for Internal bedrooms & Balconies & 2'6" wide post forming Doors for Toilets will be provided by the developer free of cost. Powder Coated Aluminum Sliding Door for Living / Dining Terrace / Balcony & Normal Doors for Other Terraces / Balconies.

Dry Balcony

1 Water tap & 1 electrical point each for washing Machine & Dish washer.

Amenities: -

- Provision of Meditation / Yoga / Multi-Purpose Hall & Children's play area as per planning permits.
- Walkway, Lush Greenery, Landscaped Garden as per Arch. Planning & space available.
- Gymnasium will be provided as per Space Availability.
- Table Tennis, Carrom, Chess Facility.
- Lift - KONE or OMEGA or OTIS or equivalent.
- Pyramid Vastu concept will be set up at foundation level.
- Solar Water System, Wifi and Intercom system will be provided.
- State of art designer Grand Entrance lobby for Building.

- Security - Specially designed security system with CCTV cameras and Video door phone.
- Covered Parking / Mechanical Parking will be provided to each member of society.
- Fire - Firefighting system for the unit as per PMC norms.
- Provision of Vermiculture.
- Generator backup for Lift, Staircase, Parking & Common light area.
- Rain water harvesting.
- 1 Common toilet will be provided in parking area for Security/Driver etc. in the building.
- 15 Amp Electrical charging point will be provided by the Developer free of cost for Electrical Car Charging in common.