

AGREEMENT FOR SALE

This Agreement for Sale is executed at Kiwale, Pune on this _____ day of February, 2020,

BETWEEN

SADGURU DEVELOPERS AND BUILDERS

Registered Partnership Firm
 Registered Under Indian Partnership Act, 1932
 having its Site office at -,
 S. No.80/8, Kotwalnagar,
 Kiwale, Haveli, Pune - 412101.
 PAN No. ADQFS7706J
 Through its Partner

1) Mr. Satish Sudam Jagdale

Age: 47 Years, Occu.: Business.
 PAN No. AEYPJ8771R

2) Mr. Vinod Subhash Bhosale

Age: 44 Years, Occu.: Business.
 PAN No. APUPB6089D

Hereinafter called as the **DEVELOPERS/PROMOTERS**

(Which expression shall, unless repugnant to the context or meaning thereof, mean and include its respective partners, heirs, successors, survivors, executors, administrators and assigns, etc.)

...PARTY OF THE FIRST PART

AND

1. MR. -----

Age Years, Occu.-
 PAN No.
 Addar No.

2. MRS. -----

Age Years, Occu.-
 PAN No.
 Addar No.

Both R/at. _____

Hereinafter called as the “**ALLOTTEE / PURCHASER/S**”,

(Which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her/their respective heirs, successors, survivors, executors, administrators and assigns, etc.)

...PARTY OF THE SECOND PART

AND

1. Mr. Janardan Sahadu Taras
Age: 52 Years, Occu: Farming
PAN NO - AEBPT3474N
2. Mr. Shivam Janardan Taras
Age: 22 Years, Occu: Farming
PAN NO - AXKPT8405H
3. Mr. Sangram Janardan Taras
Age: 20 Years, Occu: Farming
PAN NO - BCRPT6304A
4. Mr. Tukaram Sahadu Taras
Age: 59 Years, Occu: Farming
PAN NO - AKAPT9876D
5. Mr. Vishal Tukaram Taras
Age: 27 Years, Occu: Farming
PAN NO - AQYPT7864M
6. Mr. Tushar Tukaram Taras
Age: 28 Years, Occu: Farming
PAN NO - AKCPT8493L
7. Mr. Pradip Dnyandev Taras
Age: 32 Years, Occu: Farming
PAN NO - ARGPT7550F
8. Mr. Sandip Dnyandev Taras
Age: 33 Years, Occu: Farming
PAN NO - AMQPT1855L
9. Smt. Aruna Dnyandev Taras
Age: 51 Years, Occu: Housewife
PAN NO - BQTPT4563R
10. Mrs. Poonam Ishwar Shinde
Age: 29 Years, Occu: Housewife
PAN NO - LPDPS6314C
R/at/Post - Rase, Tal. Khed, Dist. Pune - 410501
11. Mr. Ganesh Vijay Taras
Age: 24 Years, Occu: Farming
PAN NO - AWNPT7297B

12. Mr. Vaibhav Vijay Taras

Age: 19 Years, Occu: Farming

PAN NO - BPYPT4603L

13. Mrs. Priyanka Sameer Amale

Age: 26 Years, Occu: Housewife

PAN NO - BSEPA9051N

R/at: Near Datt Mandir, Sangawade,

Tal. Mulshi, Dist. Pune - 410506

14. Mrs. Harshal Narayan Jare

Age: 25 Years, Occu: Housewife

PAN NO - AFLPJ2466M

15. Mr. Bapu Raghunath Taras

Age: 65 Years, Occu: Farming

PAN NO - AAMPT8218R

16. Mr. Parag Bapu Taras

Age: 43 Years, Occu: Farming

PAN NO - ACKPT9565B

17. Mr. Sachin Bapu Taras

Age: 40 Years, Occu: Farming

PAN NO - ACKPT9566C

All above (except No.10 and 13)

R/at - Kiwale, Tal. Haveli, Dist. Pune - 412101.

All above through their Power of Attorney Holder

SADGURU DEVELOPERS AND BUILDERS

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Registered Under Indian Partnership Act, 1932

having its Site office at -,

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1) Mr. Satish Sudam Jagdale

Age: 47 Years, Occu.: Business.

PAN No. AEYPJ8771R

2) Mr. Vinod Subhash Bhosale

Age: 44 Years, Occu.: Business.

PAN No. APUPB6089D

Hereinafter called as the “OWNERS/CONSENTING PARTY”

(Which expression shall, unless repugnant to the context or meaning thereof, means and includes his respective heirs, successors, survivors, executors, administrators and assigns, etc.)

...PARTY OF THIRD PART

WHEREAS property bearing S. No.80/8, total area admeasuring 01 Hectore 00 R, situated at village Kiwale, Tal. Haveli, Dist. Pune was initially owned by Banshi Gangaram Taras;

AND WHEREAS Banshi Gangaram Taras is died on 07/03/1958, intestate leaving behind him two sons viz. Sadhu alias Sahadu Banshi Taras, Raghunath Banshi Taras and four married daughters viz. Shantabai Prabhu Gholap, Anandibai Tukaram Kate, Sakhubai Laxman Sawant, Janabai Ramchandra Varade alias Barve alias Bothe. After the death of Banshi Gangaram Taras, the property bearing S. No.80/8 is inherited by his aforesaid heirs accordingly name of Sadhu alias Sahadu Banshi Taras was mutated on the 7/12 extract of the property bearing S. No.80/8, as a Manager and Karta of HUF;

AND WHEREAS as per application of Raghunath Banshi Taras, his name was added on the 7/12 extract of the property bearing S. No.80/8 with the name of Sadhu alias Sahadu Banshi Taras to the extent of 50% share each and names of their married sisters viz. Shantabai Prabhu Gholap, Anandibai Tukaram Kate, Sakhubai Laxman Sawant, Smt. Janabai Ramchandra Varade alias Barve alias Bothe were entered in the other rights column;

AND WHEREAS Sadhu alias Sahadu Banshi Taras is died on 07/09/2005, intestate leaving behind him four sons viz. Tukaram Sahadu Taras, Dnyandeo Sahadu Taras, Vijay Sahadu Taras, Janardhan Sahadu Taras and a married daughter viz. Shalini Tukaram Bhegade accordingly his share in the property bearing S. No.80/8 inherited by his aforesaid heirs;

AND WHEREAS Raghunath Banshi Taras, died on 13/08/2008, intestate leaving behind him a adopted son viz. Babu Raghunath Taras accordingly his share in the property bearing S. No.80/8 is inherited by Raghunath Banshi Taras.

AND WHEREAS Sakhubai alias Venubai Laxman Sawant has relinquished her share in the property bearing S. No.80/8 in favour of Tukaram Sahadu Taras, Dnyandeo Sahadu Taras, Vijay Sahadu Taras, Janardhan Sahadu Taras and Bapusaheb alias Babu Raghunath Taras by Release Deed having Registration No.586/2009, registered at Sub-Registrar, Haveli No.14;

AND WHEREAS Smt. Janabai Ramchandra Varade alias Barve alias Bothe has relinquished her share in the property bearing S. No.80/8, by executing Release Deed having Registration No.10924/2012, at Haveli No.18, in favour of Tukaram Sahadu

Taras, Dnyandeo Sahadu Taras, Vijay Sahadu Taras, Janardhan Sahadu Taras and Bapusaheb alias Bapu Raghunath Taras;

AND WHEREAS Anandibai Tukaram Kate is died on 26/08/2003, intestate leaving behind her a son viz. Pandurang Tukaram Kate and two grandsons viz. Bharat Babanrao Kate, Sharad Babanrao Kate (sons of the deceased son Late Babanrao Tukaram);

AND WHEREAS after the death of Anandibai Tukaram Kate, her share in the property bearing S. No.80/8, relinquished by her heirs Pandurang Tukaram Kate, Bharat Babanrao Kate and Sharad Babanrao Kate in favour of Tukaram Sahadu Taras, Dnyandeo Sahadu Taras, Vijay Sahadu Taras, Janardhan Sahadu Taras and Bapusaheb alias Bapu Raghunath Taras by registered Release Deed, having Registration No.577/2013, at Haveli No.14;

AND WHEREAS Shantabai Prabhu Gholap is died on 12/11/1980, intestate leaving behind her daughter in law (widow of deceased son Sitaram Prabhu Gholap) viz Smt. Suman Sitaram Gholap and two grandsons viz. Kailas Sitaram Gholap and Chintaman Sitaram Gholap in favour of Tukaram Sahadu Taras, Dnyandeo Sahadu Taras, Vijay Sahadu Taras, Janardhan Sahadu Taras and Bapusaheb alias Bapu Raghunath Taras;

AND WHEREAS Smt. Suman Sitaram Gholap, Kailas Sitaram Gholap and Chintaman Sitaram Gholap have relinquished their share in the property bearing S. No.80/8, having Registration No.758/2013, at Haveli No.14; in favour of Tukaram Sahadu Taras, Dnyandeo Sahadu Taras, Vijay Sahadu Taras, Janardhan Sahadu Taras and Bapusaheb alias Bapu Raghunath Taras;

AND WHEREAS Janardhan Sahadu Taras has purchased area admeasuring 00 Hector 01 R, out of the share of Vijay Sahadu Taras, in the property bearing S. No.80/8, by executing Sale Deed dtd.09/01/2012, having Registration No.273/2012, registered at the office of the Sub-Registrar, Haveli No.14;

AND WHEREAS Sambhaji Tukaram Waghere has purchased area admeasuring 00 Hector 02 R, out of the share of Vijay Sahadu Taras, in the property bearing S. No.80/8, by executing Sale Deed having Registration No.3253/2012, which is registered in the office of the Sub-Registrar, Haveli No.18;

AND WHEREAS Vijay Sahadu Taras died on 18/01/2015, intestate leaving behind him two sons viz. Ganesh Vijay Taras, Vaibhav Vijay Taras, Two married daughters viz. Priyanka Sameer Amale and Harshal Narayan Jare, due to death of Vijay Sahadu Taras, his share in the property bearing S. No.80/8 is inherited by his aforesaid heirs;

AND WHEREAS Dnyandeo Sahadu Taras died on 18/10/2017, intestate leaving behind him Sandip Dnyandeo Taras, Pradip Dnyandeo Taras, Poonam Ishwar Shinde, and Smt. Aruna Dnyandeo Taras, hence the share of Dnyandeo Sahadu Taras in the property bearing S. No.80/8 inherited by his aforesaid heirs;

AND WHEREAS Shalini Tukaram Bhagde has relinquished her share in the property bearing S. No.80/8 by Release Deed having Registration No.8291/2019, registered at Haveli No.26, in favour of Tukaram Sahadu Taras, Sandip Dnyandeo Taras and others, Ganesh Vijay Taras and others, Janardhan Sahadu Taras.

AND WHEREAS M/s. Sadguru Developers and Builders has purchased area admeasuring 00 Hectar 02 R out of the property bearing S. No.80/8 from Sambhaji Tukaram Waghere by registered Sale Deed, having Registration No.10053/2019, which is registered in the office of the Sub-Registrar, Haveli No.14;

AND WHEREAS by Partition Deed having Registration No.8293/2019, Haveli No.26, Tukaram Sahadu Taras, Sandip Dnyandeo Taras and others, Ganesh Vijay Taras and others, Janardan Sahadu Taras have made partition between them, in which partition, Tukaram Sahadu Taras, Sandip Dnyandeo Taras and others and Janardan Sahadu Taras have acquired area admeasuring 00 Hectar 37.5 R and Ganesh Vijay Taras and others have acquired area admeasuring 00 Hectar 9.5 R, out of the property bearing S. No.80/8;

AND WHEREAS Janardan Sahadu Taras and others, Tukaram Sahadu Taras and others, Pradip Dnyandeo Taras and others, Ganesh Vijay Taras and others have entrusted area admeasuring **00 Hectar 42.5 R** out of their share in the property bearing S. No.80/8, for development by Development Agreement, having Registration **No.10055/2019**, registered at Haveli No.14, **in favour of M/s. Sadguru Developers and Builders;**

AND WHEREAS in pursuance to the said Development Agreement having Registration No.10055/2019, Mr. Janardan Sahadu Taras and others, Tukaram Sahadu Taras and others, Pradip Dnyandeo Taras and others AND Ganesh Vijay Taras and others have executed a **Power of Attorney, in favour of M/s. Sadguru Developers and Builders** having Registration **No.10056/2019**, Haveli No.14;

AND WHEREAS **M/s. Sadguru Developers and Builders** has **purchased area admeasuring 00 Hectar 5.5 R**, from Janardan Sahadu Taras, Tukaram Sahadu Taras, Pradip Dnyandeo Taras and others, Ganesh Vijay Taras and others out of their share in the property bearing S. No.80/8, **by Sale Deed Registration No.10057/2019**, Haveli No.14;

AND WHEREAS Bapu Raghunath Taras and others have **entrusted area admeasuring 00 Hector 42 R**, out of their share in the property bearing S. No.80/8, for development by Registered **Development Agreement having Registration No.11000/2019**, registered at Haveli No.14, **in favour of M/s. Sadguru Developers and Builders;**

AND WHEREAS in pursuance to the Development Agreement having Registration No.11000/2019, Bapu Raghunath Taras and others have executed a **Power of Attorney, in favour of M/s. Sadguru Developers and Builders**, having Registration **No.11001/2019**, registered at Haveli No.14;

AND WHEREAS by virtue of the aforesaid Sale Deeds having Registration **Nos.10053/2019 and 10057/2019**, **M/s. Sadguru Developers and Builders is become absolute owner of the area admeasuring 00 Hector 7.5 R**, out of the property bearing S. No.80/8 and is fully entitled to Sell, Transfer or develop the said property as per its desire;

AND WHEREAS by virtue of **Development Agreement** having Registration **Nos.10055/2019 and 11000/2019** AND powers vested through **Power of Attorney having Registration Nos.10056/2019 and 11001/2019**, in **M/s. Sadguru Developers and Builders**, **M/s. Sadguru Developers and Builders is entitle to develop the area admeasuring 00 Hector 84.5 R** out of property bearing S. No.80/8;

AND WHEREAS the Promoter herein namely **“SADGURU DEVELOPERS AND BUILDERS”** is in possession of the project land for Development;

AND WHEREAS the Promoter has proposed to construct buildings on the project land in **Two** Phases, consisting Phase I of **wing C** residential units, having **Forteen** Floors (G+P+12) & **wing D** (Commercial units & Mhada), having **Five** Floors (B+G+5) and consisting Phase II of **wing B** and **A** residential units, having **Forteen** Floors (G+P+12) in all wings as details given below -

WHEREAS the Promoter has proposed to construct on the project land a scheme comprising of ownership Apartment (Residential and Commercial), in the name of **“Sadguru Empire”** [Herein above & Hereinafter referred to as the “said project”] consisting of Building/ Floors/Apartments/Units as tabled herein below;

TOTAL POTENTIAL OF THE SAID PROJECT [FINAL SCHEME]				
Wing/ Buildin	Occupation Type	Number of Floors	Total No. of Units in the Wing/Building	Phase
C	Residential	G+P+12	116 Residential Tenements. & Refuse area will be on 8 th floor	I

D	Commercial And Residential	B+G+5	Commercial 10 Shops & Mhada 16 Tenements	II
B	Residential	G+P+12	102 Residential Tenements. Mhada 11 Tenements & Refuse area will be on 8 th floor	
A	Residential	G+P+12	116 Tenements. & Refuse area will be on 8 th floor	

TILL DATE SANCTIONED DETAILS				
Wing/ Building	Occupation Type	Number of Floors	Total No. of Units in the Wing/ Building	Phase
C	Residential	G+P+12	116 (Tenements) & Refuse area will be on 8 th floor	I
D	Commercial & Mhada	B+G+12	Commercial 10 Shops & Mhada 16 Tenements	

AND WHEREAS it is also decided that phase I will be consisting of wing C and wing D (Commercial + Residential units) and Phase II will be consisting of wing A and wing B (Residential units);

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

AND WHEREAS the Promoter has appointed **Mr. Rahul Kapase & Associates** [Lic. No. ISSE M-1157] as a structural Engineer having its office No. 20, 2 nd Floor, Kamala Cross Road, Opp. PCMC Bldg. Phinolex Chowk, Pimpri, Pune. For the preparation of the structural design and drawings of the buildings and the Promoter accept the professional supervision of the structural Engineer till the completion of the building/buildings. However, the promoter herein has reserved the rights to change such structural Engineer at any time if so desired by the promoter at its sole discretion;

AND WHEREAS the authenticated copies of Certificate of Title issued by the advocate of the Promoter, authenticated copies of Property card or 7/12 extract of Village Forms or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Flats/Shop/Apartments are constructed or to be constructed have been annexed hereto;

AND WHEREAS authenticated copies of the plans of the Layout as approved by the concerned Local Authority;

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

AND WHEREAS the authenticated copies of the plans and specifications of the Flat/Shop/Apartment agreed to be purchased by the Purchasers/Allottee, as sanctioned and approved by the Pimpri Chinchwad Municipal Corporation;

AND WHEREAS the said developer/builder obtained N.A. permission from the District Collector, Pune vide his order dtd._____, bearing No._____, Pune, for conversion of the use of the said land from agricultural to non-agricultural under the provisions of the Maharashtra Land Revenue Code, 1966, have been annexed hereto;

AND WHEREAS Pimpri Chinchwad Municipal Corporation, issued Commencement Certificate bearing No.B.P./Kiwale/100/2019 dtd.24/12/2019, along with the approved plans with respect to the New Residential buildings on the Said Property in favour of the said Developers/Builders;

AND WHEREAS the said Developers/Promoters revised the said plan and obtained revised Commencement Certificate bearing No.B.P/Kiwale/_____/_____ dt._____;

AND WHEREAS the said Developers/Promoters again revised the said plan and obtained revised Commencement Certificate bearing No.B.P/Kiwale/_____/_____ dt._____;

AND WHEREAS the Purchasers/Allottee is/are offered a Flat/Shop/Apartment bearing No.____, on ____ Floor, in "___" wing (herein after referred to as the said "Flat/Shop/Apartment") on the building called "_____" (herein after referred to as the said "Building") being constructed in the said project, by the Promoter;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title, Deeds and Documents, Orders, NA Orders, Sanctions, Title Search Report of the said land, Certificate of Title, Extract of VII and XI 1, layout of the project, sanctioned building plan, Open space of the project, Floor Plan of the Apartment, Specification of the Apartment & Common Amenities, certificate of registration with Maha RERA, Commencement Certificate, 10D, Declaration, indemnity Bonds, Undertakings relating to the said Land/project land and the plans, layouts, designs and specifications prepared by the Promoter's Architects, and of such other documents as are specified under the Real Estate (Regulation and

Development) Act 2016 and Maharashtra Ownership of Flats Act 1963 (hereinafter both the Acts together are to be referred to as “the said Acts”) and the Rules and Regulations made there under;

AND WHEREAS the Allottee has read and understood all the terms and conditions of the deeds and documents concerning the title of the said land so also the Allottee has read and understood all the contents of the indemnity bonds/Undertakings, etc. given by the Promoter to the Hon'ble Collector, Pirnpri-Chinchwad Municipal Corporation or any other authority and terms and conditions mentioned in Commencement certificate, N.A. Order and also the allottee has read and understood the terms and conditions thereof;

AND WHEREAS on the request of the Promoter, the Allottee has carried out independent necessary search by appointing his/her/their own Advocate regarding **the title and the nature** of the title of the said land/proposed project. The Allottee has/have further visited the online site of the Real Estate Regulatory Authority and has/have apprised himself/herself/themselves about the details of the said project as disclosed and declared by the Promoter therein, The Allottee has/have satisfied himself/herself/ themselves in respect of the marketable title of the Promoter in respect of the said land and also have verified the correctness and lawfulness of all the other documents produced for their inspection by the Promoter and thereafter have agreed to purchase the Apartment more particularly described in the "**SCHEDULE-B**" annexed herewith and delineated and demarcated in Red Color annexed hereto;

AND WHEREAS the Promoter has got some of the approvals from the Pimpri Chinchwad Municipal Corporation, to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to be obtain Building Completion Certificate or Occupancy Certificate of the said Building;

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

AND WHEREAS the Promoter has accordingly commenced construction of the said buildings in accordance with the said proposed plans;

AND WHEREAS the Purchasers/Allottee has/have applied to the Promoter for allotment of Flat/Shop/Apartment No.____ on ____ Floor in wing " " situated in the building named as “**SADGURU EMPIRE**” being constructed in the said Project;

AND WHEREAS the carpet area of the said Flat/Shop/Apartment is ____ square meters and “carpet area” means the net usable floor area of an Flat/Shop/Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Shop/Apartment for exclusive use of the Purchasers/Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat/Shop/Apartment for exclusive use of the Purchasers/Allottee, but includes the area covered by the internal partition walls of the Flat/Shop/Apartment;

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

AND WHEREAS, prior to the execution of these presents the Purchasers/Allottee has/have paid to the Promoter a sum of **Rs._____ (Rupees _____ Lakh _____ Thousand _____ Hundred only)** in the following manner

Sr. No.	Amount Rs.	Particulars
1.		
2.		

being part payment of the sale consideration of the Flat/Shop/Apartment agreed to be sold by the Promoter to the Purchasers/Allottee as advance payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchasers/Allottee has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as the said Act) with the Real Estate Regulatory Authority on _____ vide its Registration No._____;

AND WHEREAS, under section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of the said Flat/Shop/Apartment with the Purchasers/Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908 and under Section 3 of The Maharashtra Flat Ownership Act, 1963, in accordance with the terms and conditions set out in this

Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchasers/Allottees hereby agrees to purchase the Flat/Shop/Apartment No._____ on _____ **Floor**, in wing "____" constructed in the building named as **“SADGURU EMPIRE”**.

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/s in two phases (i.e. Phase I - C and D wings and Phase II - A and B wings). Out of it wing A, B and C will be consisting of Residential units only (Ground + Parking + Twelve upper floors) and wing D will be consisting of Residential + Commercial units (Basement + Ground + Five upper floors) on the project land in accordance with the plans, designs and specifications as approved by the concerned local authorities from time to time.

(a) Provided that the Promoter shall have to obtain prior consent in writing of the Purchasers/Allottee in respect of variations or modifications which may adversely affect the Flat/Shop/Apartment of the Purchasers/Allottee except any alteration or addition required by any Government authorities or due to change in law have been annexed hereto.

(b) The Purchasers/Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchasers/Allottee Flat/Shop/Apartment No._____ on _____ **Floor**, in wing "____" of carpet area admeasuring is _____ sq. meters and carpet area of enclosed balcony is _____ sq. meters and attached Terrace carpet area is _____ sq. meters and right to exclusive use a space admeasuring _____ sq. mtrs. In front of main door connecting the main passage on _____ sq. mtrs. in the _____ Wing in the Project named as **“SADGURU EMPIRE”** (hereinafter referred to as the said "shop/office/Flat") as shown in the Floor plan thereof annexed hereto for the consideration of **Rs._____/- (Rupees _____ Lakh _____ Thousand _____ Hundred only)** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Third Schedule annexed herewith.

(c) The Purchasers /Allottee hereby agrees to accept from the Promoter and the **Promoter hereby agrees to allot to the Purchasers/Allottee one Covered Car parking** situated at parking floor being constructed in the layout but at the time of delivery of possession of the said Flat/Shop/Apartment location of car parking is allotted/inform as per attached parking plan, as might be required by the Promoter.

(d) The total aggregate consideration amount for the Flat/Shop/Apartment including covered car parking space is thus consideration of **Rs._____/- (Rupees _____ Lakh _____ Thousand _____ Hundred only).**

(e) The Purchasers/Allottee has/have paid on or before execution of this agreement a sum of **Rs._____/- (Rupees _____ Lakh _____ Thousand _____ Hundred only)**, as advance payment and hereby agrees to pay to the Promoter the balance amount of **Rs._____/- (Rupees _____ Lakh _____ Thousand _____ Hundred only)** in the following manner: -

(f) DESCRIPTION PAYMENT SCHEDULE

NO.	DESCRIPTION	PERCENTAGE
1	Booking & Before agreement	10%
2	On execution of present Agreement	20%
3	On Plinth completion	15%
4	On completion of 2nd slab	4%
5	On completion of 4th slab	4%
6	On completion of 6th slab	4%
7	On completion of 8th slab	4%
8	On completion of 10th slab	3%
9	On completion of 12th slab	3%
10	On completion of Top slab	3%
11	At the time BBM & plaster	10%
12	At the time of Flooring	5%
13	At the time of Sanitary Fitting	5%
14	At the stage of Electrical Fitting and Lift installation	5%
15	At the stage of possession	5%
16	Total	100%

The Promoter/Developer herein informed to the purchaser/s that aforesaid payment has to be made by the purchaser/s by cheque /demand draft, issued / drawn in the name of **Sadguru Developers & Builders Collection Account, in bank A/C No.278405008660, in ICICI Bank, Branch: Kiwale- Symbiosis.**

Provided that promoter shall be at liberty to amalgamate one or more installments While demanding the payment as per schedule. Purchaser/ allottees cannot raise any objections. In the case of allottee purchases Apartment in ready possession position or after completion certificate obtained from PCMC, above payment schedule will be not apply and he has to pay total consideration within 30 days from the date of agreement.

(g) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST (Goods & Service Tax), Stamp Duty, Registration fees and any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the shop/office/Flat.

(h) It is agreed by and between the Promoter and the Allottee that, in case of failure of the Allottee to pay the Government dues as mentioned hereinabove, if the Promoter is subjected to any penal interest by the concerned government authorities

then the Allottee shall be duty bound to reimburse the same to the Promoter. Further, the Allottee agrees to pay to the Promoter, interest as specified in the Rule, on the taxes and penalty, which become payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is paid by the Promoter to the concern government authorities, It is agreed that, the Promoter shall have the right to claim such amount along with other claims of compensation/losses/burden undergone/undertaken by the Promoter. It is further agreed that there shall always be a charge/lien on the said apartment in favour of the Promoter against the amount payable by, the Allottee to the Promoter towards the Service Tax/VAT/GST and/or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction.

(i) 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 Purchasers/Allottee for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchasers/Allottee, which shall only be applicable on subsequent payments.

(j) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchasers/Allottee by discounting such early payments @ 7.5 % per annum for the period by which the respective installment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchasers/Allottee by the Promoter.

(k) The Promoter shall confirm the final carpet area that has been allotted to the Purchasers/Allottee after the construction of the Building is complete and the occupancy certificate is granted by the Pimpri Chinchwad Municipal Corporation /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 Purchasers/Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchasers/Allottee. If there is any increase in the carpet area allotted to Purchasers/Allottee, the Promoter shall demand additional amount from the Purchasers/Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

(m) If the cost exceeds Rs. 50,00,000/- or above then Allottee have to make payment after deducting of 1 % T.D.S. u/s. 194-1A and submit certificate of such deductions made at the time of taking possession. If Allottee fails to do so he has to pay an equal amount to the Promoter as deposit for the period of 4 months during which he has to submit the required certificate. In case he does not submit Certificate within the stipulated time period, Promoter shall be at liberty to utilize the amount for paying income tax.

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 before handing over possession of the said Flat/Shop/Apartment to the Purchasers/Allottee, obtain from the concerned local authority occupancy and/or completion certificate/s in respect of the said Flat/Shop/Apartment.

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

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 9200 square meters only and Promoter has planned to utilize Floor Space Index of _____ Sq. Mtr. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI, which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ Sq. Mtr. as proposed to be utilized by him on the project land in the said Project and Purchasers/Allottee has/have agreed to purchase the said Flat/Shop/Apartment based on the proposed construction and sale of Flat/Shop/Apartment 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.

The Promoter hereby declares that the Floor Space Index available as on date in respect of the said land is as per development rules of the corporation and Promoter has planned to utilize floating Floor Space Index as per Permission by Competent authority 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 said Land in the said Project and Purchaser has agreed to purchase the said Flat based on the proposed construction and sale of flats 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. In case T.D.R. purchased by floating F.S.I. is found in excess Promoter shall be at liberty to utilize the same in his own discretion. The Purchaser shall not raise any objection.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay according to payment received, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delay 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. Interest shall be calculated as per rate of interest of SBI on prevailing dated + 2 % as per RERA.

4.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall on his own option, may terminate this Agreement, but this option cannot be invariably adopted.

Provided that, the Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in

respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (Subject to adjustment and recovery of any agreed liquidated damages or any other amount which may payable to Promoter) within a period of thirty days of the termination of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter without any interest. For the completion of procedure allottee shall co-operate and attend the office of Assurance for admission and execution of cancellation deed.

4.3 In case where Allottee applies for cancellation of Booking/Agreement on his own personal valid reason and gives prior notice of his intention of 15 days. Then Promoter shall cancel his agreement and refund the amount after deducting administration and liquidation loss upto 10 % of total consideration as per agreement at the time of execution of Cancellation Deed.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like lifts with particular brand to be provided by the Promoter in the said building and the Flat/Shop/Apartment as are set out in Annexure annexed hereto.

6. The Promoter shall give possession of the Flat/Shop/Apartment to the Purchasers/Allottee on or before _____ **day of** _____, _____. If the Promoter fails or neglects to give possession of the Flat/Shop/Apartment to the Purchasers/Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchasers/Allottee the amounts already received by him in respect of the Flat/Shop/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 Flat/Shop/Apartment on the aforesaid date, if the completion of building in which the Flat/Shop/Apartment is to be constructed is delayed on account of –

- (i) non-availability of steel, other building material, water or electric supply ;
- (ii)** war, civil commotion, or act of God;

(iii) 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 Purchasers/Allottee as per the agreement shall offer in writing the possession of the Flat/Shop/Apartment to the Purchasers/Allottee in terms of this Agreement to be taken within 3 months (three months) from the date of issue of such notice and the Promoter shall give possession of the Flat/Shop/Apartment to the Purchasers/Allottee. The Promoter agrees and undertakes to indemnify the Purchasers/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Purchasers/Allottee agree(s) to pay the maintenance charges as determined by the Promoter or Association of Purchasers/Allottee's, as the case may be. The Allottee has agreed that the monthly maintenance will start from the date of first intimation letter given to any of the Allottee in the said Scheme that the said apartment is ready for Possession. The Promoter on its behalf shall offer the possession to the Purchasers/Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Purchasers/Allottee shall take possession of the Flat/Shop/Apartment within 15 days of the written notice from the promoter to the Purchasers/Allottee intimating that the said Flat/Shop/Apartment is ready for use and occupancy.

7.3 Failure of Purchasers/Allottee to take Possession of Flat/Apartment:

Upon receiving a written intimation from the Promoter as per clause 7.1, the Purchasers/Allottee shall take possession of the said Flat/Shop/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 said Flat/Shop/Apartment to the Purchasers/Allottee. In case the Purchasers/Allottee fails to take possession within the time provided in clause 7.1 such Purchasers/Allottee shall continue to be liable to pay maintenance charges as applicable from the date of notice.

7.4 If within a period of five years from the date of handing over possession of the Flat/Shop/Apartment to the Purchasers/Allottee, the Purchasers/Allottee brings to the notice of the Promoter any structural defect in the Flat/Shop/Apartment or the building in which the Flat/Shop/Apartment is constructed or any defect/s 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 Purchasers/Allottee shall be entitled to receive from the

Promoter, compensation for such defect in the manner as provided under the said Act. But the Promoter shall not be held responsible for any colour variation, size variation in the marble, ceramic or granite.

8. The Purchasers/Allottee shall use the Flat/Apartment or any part thereof or permit the same to be used only for purpose of residence and shop for business. He/she/they shall use the parking space only for purpose of keeping or parking the allottees owned vehicle.

9. The Purchasers/Allottee along with other Purchasers/Allottee's of the Flats/Shops/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 or 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 Purchasers/Allottee's, so as to enable the Promoter to register the common organization of Purchasers/Allottee. No objection shall be taken by the Promoter of all the Purchasers/Allottee's 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 rights, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the building or wing in which the said Flat/Shop/Apartment is constructed.

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 rights, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment) of outgoings in respect of the said 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 said land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional a lump sum contribution of **Rs. 60,000/- for 24 months** towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/ assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Total aggregate amount of the apartment including share money, application entrance fee of the Society or Limited Company/Federation/ Apex body, fees for formation and registration of the Society or Limited Company/Federation/ Apex body, proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body, Deposit towards Water, Electric, and other utility and services connection charges, deposits of electrical receiving and Sub Station provided in Layout and price of covered parking spaces and all other charges applicable as per rules of RERA, except **Rs. 60,000/- for 24 months** towards provisional lump sum contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

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

11. At the time of registration of conveyance of the structure of the building or wing or the buildings, the Purchasers/Allottee shall pay to the Promoter, the Purchasers/Allottee's share of stamp duty and registration charges payable, by the said

Society or Limited Company on such conveyance 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 of the project land, the Purchasers/Allottee's shall pay to the Promoter, the Purchasers/Allottee's share of stamp duty and registration charges payable, by the said Apex Body or federation on such conveyance 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.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i.** The Promoter has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project.
- ii.** The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.
- iii.** The Developer has not availed any project loan from any banks or financial institutes but in case of need of money they can be obtained loan from any financial institute or bank.
- 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 following all applicable laws in relation to the Project, project land.
- 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 Purchasers/Allottee created herein, may prejudicially be affected.
- vii.** The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Flats/Shops/Apartments which will, in, any manner, affect the rights of Purchasers/Allottee under this Agreement.
- viii.** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/Shop/Apartment the Purchasers/Allottee in the manner contemplated in this Agreement.

xi. At the time of execution of the conveyance deed of the structure to the association of Purchasers/Allottee's, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas, of the Structure to the Association of the Purchasers/Allottee's.

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other 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.

13. The Purchasers/Allottee himself/herself/themselves with intention to bring all persons into whosoever hands the Flat/Shop/Apartment may come, hereby covenants with the Promoter as follows: -

i. To maintain the Flat/Shop/Apartment at the Purchasers/Allottee's own cost in good and tenable repair and condition from the date that of possession of the Flat/Shop/Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Shop/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 Flat/Shop/Apartment is situated and the Flat/Shop/Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Flat/Shop/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 Flat/Shop/Apartment is situated or storing of which goods is objected to by the concerned local or other authorities 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 Flat/Shop/Apartment is situated, including entrances of the building in which the Flat/Shop/Apartment is situated and in case any damage is caused to the building in which the Flat/Shop/Apartment is situated or the Flat/Shop/Apartment on account of negligence or default of the Purchasers/Allottee in this behalf, the Purchasers/Allottee shall be liable for the consequences of the breach.

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

iv. Not to demolish or cause to be demolished the Flat/Shop/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 Flat/Shop/Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop/Apartment is situated and shall keep the portion, sewers, drains and pipes in the Flat/Shop/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 Flat/Shop/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 Flat/Shop/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 said Flat/Shop/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 Flat/Shop/Apartment in the compound or arty portion of the project land and the building in which the Flat/Shop/Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Shop/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 Flat/Shop/Apartment by the Purchasers/Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assign or part with the interest etc. and payment of premium as per the Co-operative Societies Act, 1960.

x. The Purchasers/Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Shop/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 Purchasers/Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/Shop/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 Flat/Shop/Apartment is situated is executed in favour of Society/Limited Company, the Purchasers/Allottee's 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 Flat/Shop/Apartment is situated is executed in favour of Apex Body or Federation, the Purchasers/Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiii. Common amenities will be provided after completion of last building in the project and such period of conveyancing the said project in favour of apex Body Co. Op. Societies as the case may be from the date of obtaining completion of whole project.

14. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchasers/Allottee's 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.

15. As the Promoter will be applying to the concerned authorities for giving separate water connections for buildings and electricity meters and connections for the said Apartment of the Allottee, if there is delay in obtaining the water and electricity connections from the concerned department then in that case the Promoter may provide electrical connections/water supply/power supply/generator supply through any other temporary arrangements because of which if there is any improper in sufficient/irregular supply of water/electricity the Promoter shall not be held responsible for the same and the Allottee hereby consents for any temporary

arrangement that may be made in the said interim period. The Allottee shall pay for the proportionate charges as demanded, determined and decided by the promoter and service tax (as applicable) thereon. Until receipt of this amount from the Allottee, the Promoter shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Allottee for the above from the outgoings/maintenance charges for which the Allottee hereby gives his consent. The Promoter is entitled to demand charges for such temporary arrangement in advance, for 12 months, before giving possession of the said Apartment.

16. The Promoter further specifically discloses that, in case of delay or rejection for new separate water connection or improper/insufficient water supply, the Promoter shall organize a survey at the said land from an expert organization and shall construct bore wells, if possible, and install pumps and lay down a water pipeline up to the storage tanks provided and further from such storage tanks to each apartment/flat in the various buildings.

17. The Promoter has specifically disclosed that despite the aforesaid efforts on the part of the Promoter, if the water supply at the said project is found insufficient, additional required water will have to be procured by the occupants/ Purchaser/Allottee at their own cost, collectively through the Association or the Apex Body as the case may be and shall not take any objection regarding this matter and shall keep Local Authority/Sanctioning Authority/Promoter indemnified at all times. The Allottee/s further agrees to bear the costs so incurred proportionate to the water consumed by them or as may be decided by the Association or Apex Body from time to time. The Promoter further discloses that, the Promoter will only create suitable infrastructure for treatment of this raw water, which will treat the water as per domestic and drinking consumption standards.

18. Till a separate electric meter or a water meter is installed/allotted by the MSEDCL and any other authority, the allottee herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her Apartment.

19. The Promoter shall apply for the requisite water connection to the concerned authority, however due to change in the water availability in the district of Pune the authorities may vary/reduce the connection to be granted to the said scheme. The promoter's liability shall be limited to making appropriate application to the PCMC/ appropriate authority for grant of the requisite water connection, the promoter shall in no way be held liable for the reduction/varying of such connection by PCMC/

appropriate authority. Further Promoter/Developer may provide a bore well for emergency or in case of no water connection sanctioned from PCMC or any concern authority. Once the bore well has been provided, the Promoter/Developer shall not be held liable to provide any further water resource and shall be absolved of all the liability concerning water resource of the said scheme.

20. Its present use as residential and/or other permissible uses under the current laws. Any relevant and necessary covenants as may be stipulated by the Promoter for the more beneficial and optimum use and enjoyment of the said land (i.e. the said land together with the building thereon) in general and for the benefit of any or any part thereof including the absolute use and utilization as herein stated as to construct and sale for the benefit of any enhanced FSI/FAR or to absorb, consume the full FSI and full TDR/DR rights acquired on any portion/s of the said land.

21. The Purchaser is made aware of by the Promoter and the Purchaser undertakes to maintain and run Sewage Treatment Plant (STP)/Waste Water Recycling Plant/Rain Water Harvesting/Solar Water Heating System/Water Pumps/Fire Fighting System/any other system, if provided, water recycling units located/or to be in the present scheme from the date of handover of management of the Apartment Condominium to the Managing committee thereof in conformity with the rules and regulation governing the operation of such plant. The Purchaser together with the Apartment Condominium thus formed shall keep the Promoter/PCMC indemnified from any liability arising out of non-functioning or violation of law pertaining to the Sewage Treatment Plant/Waste Water Recycling Plant/Rain Water Harvesting located at the present scheme.

22. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/Shop/Apartment or of the said Plot and Building or any part thereof. The Purchasers/Allottee shall have no claim save and except in respect of the Flat/Shop/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.

23. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Flat/Shop/Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force,

such mortgage or charge shall not affect the right and interest of the Purchasers/Allottee who has taken or agreed to take such Shop/Office/Flat/Apartment.

24. BINDING EFFECT:

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

25. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexure, 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 Flat/Shop/Apartment/plot/building, as the case may be.

26. RIGHT TO AMEND - This Agreement may only be amended through written consent of the Parties.

27. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASERS/ALLOTTEE/SUBSEQUENT PURCHASERS/ALLOTTEE'S

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 Purchasers/Allottee of the Flat/Shop/Apartment/Plot, in case of a transfer, as the said obligations go along with the Shop/Office/Flat/Apartment for all intents and purposes.

28. 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.

29. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement, it is stipulated that the Purchasers/Allottee has/have to make any payment, in common with other Purchasers/Allottee (s) in Project; the same shall be in proportion to the total carpet area (including enclosed balcony and terraces) of the Flat/Apartment to the total carpet area of all the Flat/Apartments in the Project.

30. TRANSFER OF PROJECT

The Promoter shall have right to transfer the project to any third party/entity subjected to due compliance of the conditions as laid down under Section 15 of The Real Estate Act, 2016.

31. It being made expressly clear that the ultimate body's transfer deed /s in respect of the said land viz. the said land and/or any part thereof with building thereon shall contain such provision which shall be accordingly framed and the burden thereof shall run with the said land shall be binding upon all the persons who are the holders of their respective Apartment/s comprised in the said land as the Promoter may reasonably require for giving effect to and/or enforcing the said restriction covenants and stipulations.

32. It is specifically agreed between the Promoter and Allottee/s that the Allottee/s has/have absolute right on the said apartment. The Allottee/s has/have limited/common rights on the amenities which are specifically mentioned in the Schedule-C of the said agreement. The Purchaser's can be granted limited/common rights (if any) other than that as mentioned in **Schedule-C** as and when decided by the Promoter from time to time.

33. It has been well and sufficiently informed to the Allottee that the promoter herein is in negotiations thereof and the Promoter and the Owner herein plan to **amalgamate** the said land into present layout and develop the same by the way of creation of additional structure on the amalgamated land.

34. 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 the entire Apartment in the Project.

35. 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.

36. 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 Purchasers/Allottee and the Agreement is duly executed by the Purchasers/Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at **“SADGURU EMPIRE”, having its office at S. No.80/8, Kotwalnagar, Kiwale, Haveli, Pune - 412101.**

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

38. That all notices to be served on the Purchasers/Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers/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 Purchasers/Allottee : _____

Purchasers/Allottee's Address : _____

Contact no. : +91_____

Notified Email ID : _____

Promoter Details : **Partnership firm**

Notified Email ID : sales.sadgurudevelopers@gmail.com

“SADGURU DEVELOPERS AND BUILDERS”

Registered Partnership Firm

Registered Under Indian Partnership Act, 1932

having its office at -

**S. No.80/8, Kotwalnagar,
Kiwale, Haveli, Pune - 412101.**

PAN No. ADQFS7706J

Through its Partner/authorized signatory

- 1) **Mr. Satish Sudam Jagdale**
PAN No. AEYPJ8771R
- 2) **Mr. Vinod Subhash Bhosale**
PAN No. APUPB6089D

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

39. JOINT PURCHASERS/ALLOTTEE’S -

That in case there are Joint Purchasers/Allottee’s all communications shall be sent by the Promoter to the Purchasers/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 Purchasers/Allottee’s.

40. STAMP DUTY AND REGISTRATION:

The charges towards Stamp Duty and Registration of this Agreement shall be borne by the Purchasers/Allottee (will be paid as per amicably decided by the Promoters and Purchasers/Allottee).

41. DISPUTE RESOLUTION:

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

42. 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.

Wherever the word Building and Wing accord have the same meaning.

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.

DESCRIPTION OF THE SAID LAND

SCHEDULE I - A

All that piece and parcel of the property area admeasuring **00 Hector 7.5 R i.e. 750 Sq. Mtrs., owned by M/s. Sadguru Developers and Builders**, out of total area admeasuring 01 Hector 00 R, of the property bearing S. No.80/8, situated at village Kiwale, Tal. Haveli, Dist. Pune, within the Jurisdiction of Registration Sub-District of Haveli and within the local limits of Pimpri Chinchwad Municipal Corporation.

SCHEDULE I - B

All that piece and parcel of the property area admeasuring **00 Hector 42.5 R i.e. 4250 Sq. Mtrs., owned by Janardan Sahadu Taras and others**, out of total area admeasuring 01 Hector 00 R, of the property bearing S. No.80/8, situated at village Kiwale, Tal. Haveli, Dist. Pune, within the Jurisdiction of Registration Sub-District of Haveli and within the local limits of Pimpri Chinchwad Municipal Corporation.

SCHEDULE I - C

All that piece and parcel of the property area admeasuring **00 Hector 42 R i.e. 4200 Sq. Mtrs., owned by Babu Raghunath Taras and others**, out of total area admeasuring 01 Hector 00 R, of the property bearing S. No.80/8, situated at village Kiwale, Tal. Haveli, Dist. Pune, within the Jurisdiction of Registration Sub-District of Haveli and within the local limits of Pimpri Chinchwad Municipal Corporation.

Total area of the properties described in Schedule I-A, I-B and I-C is 00 Hector 92 R which is jointly bounded by as follows.....

- | | |
|--------------------------------|--|
| On or towards the East | : 15 Feet colony road. |
| On or towards the South | : 24 Mtr. wide PCMC D.P. Road. |
| On or towards the West | : Property of Sukhwani and Chawala out of S. No.80 |
| On or towards the North | : Property of Sahastrabuddhe out of S. No.80. |

Together with all things and matters appurtenant there to and all rights in the said land.

SCHEDULE - II
(Description of the said “FLAT”)

Project Name	“SADGURU EMPIRE”
Building/Wing No.	
Floor	
Apartment/Flat No.	
Carpet Area of Flat(Sq.Mtrs.)	
Area Of Enclosed Balcony(Sq.Mtrs.)	
Area Of The Terrace(Sq.Mtrs.)	
Right To Exclusive Use A Space In Front Of Main Door Connecting The Main Passage(Sq.Mtrs.)	
Car Parking	

Schedule - II above, together with fixtures, fittings, facilities, amenities, exclusive facility (if specifically agreed to), and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto and as delineated in the floor map annexed hereto which is constructed on the Schedule I - A, B and C properties.

SCHEDULE - C
SPECIFICATIONS

KITCHEN -

- Kitchen platform with granite top.
- Stainless steel sink
- Designer glazed dado tiles up to lintel level in kitchen.
- Water purifier.
- Concealed plumbing in kitchen.

ELECTRICAL -

- Concealed copper wiring with Standard quality fittings, fixtures & MCB.
- Concealed FRLS – fire resistant low smoke cable.
- Standard quality modular switches.
- Ample light points.
- AC point in master bedrooms.
- Well illuminated common Areas with sufficient lighting as per requirement.

DOORS -

- Laminated entrance door with safety lock/mortise lock & nameplate.

- Premium quality fittings for main door.
- Wooden door frame with laminated flush door for internal rooms.

FLOORINGS -

- 24" x 24" Vitrified tile flooring with skirting in living/dining area, all bedrooms, kitchen and passage.
- Ceramic tiles for terrace & toilet.

TOILET -

- Standard quality chromium plated bathroom fittings & fixtures.
- Marble / granite door frames for toilets.
- Designer glazed dado tiles in toilets up to lintel level.
- Solar water heating system for master bedroom toilet only.

STRUCTURE -

- RCC frame structure with earth quake resistant.
- 125mm thick internal & external wall.
- Gypsum finished plaster for internal walls.

EXTERNAL FINISH -

- External sand faced plaster with acrylic paint

PROVISIONAL -

- Provision for DTH and telephones.
- Provision for Exhaust fan in all bathrooms.
- Provision for exhaust fan in Kitchen.
- Provision for Inverter Backup for each Flat.

INTERNAL FINISH -

PAINT -

- Internal paint – pleasing shade of emulsion paint
- External paint –
 - a) Attractive elevation
 - b) Superior quality paint for external walls.

WINDOWS -

- Three track powder coated aluminum windows with sliding glass shutters, mosquito net.
- M.S. safety grills.
- Marble/granite window sill
- Powder coated aluminum French Doors for Living Terrace.
- Aluminum adjustable louvered ventilators for toilets.

SPECIAL FEATURES -

- Decorative entrance lobby with name board & letter box.
- Two level Parking.
- SS Railings with toughened glass in terraces.

AMENITIES

- Designer Club House
- Indoor Games
- Multipurpose Hall
- Gymnasium & Open Gym
- Yoga & Meditation Hall
- Swimming Pool Phase -2
- Children's Play Area with well Equipment's
- Half Basket Ball Court
- Landscaped Garden
- Party Lawn with Stage
- Senior citizen's Sit-out
- Jogging Track
- Acupressure Path
- Grand Entrance Gate With A Security Cabin
- Amphitheaters
- Podium Parking
- Ample Parking Space
- Attractive Elevation
- Garbage Chute
- Intercom Facility
- CCTV cameras for safety
- Video Door Phone
- Fire Fighting System
- Solar water System
- Decorative Entrance Lobby
- Internal Concrete Roads
- Two Lifts with Auto Door Operations
- Power backup for lifts & common areas
- Entrance Gate with Security Cabins
- Rain Water Harvesting System
- Table Tennis, Carom, Chess Table

TITLE CERTIFICATE

I have investigated the title of the Owner and the right of the Developer to the said Land (described in the SCHEDULE - I-A, I-B and I-C above) and furnished the Title Report dtd._____.

I also caused the search to have been taken in respect of the said Land. I perused -

- (i) the documents of title and extracts of revenue record,
- (ii) permission to use the said Land for non-agriculture purpose of residence issued by the Collector, Pune, together with the plans for construction of the building thereon.

As stated in my afore stated title report, I am of the opinion that -

- (a) Owners are owns the said Land.
- (b) Said land is free from all encumbrances and marketable.
- (c) Developer is entitled to develop the said land by constructing building/s thereon, comprising of independent flats/shops/offices for residence/business and to enter into this agreement to sell to the intending purchaser/s only.

ADV. S. N. GAIKWAD

CONSENT LETTER BY THE PURCHASER/S

I/We, the Purchaser/s herein, do hereby accord my/our consent to the Developer for effect any changes, revisions, renewals, alterations, modifications, additions, etc. in the layout of the said Land (described in SCHEDULE - I-A, I-B and I-C written herein above) and/or building and/or structures on the said land.

I/We, the Purchaser/s herein, further accord my/our “**No Objection**” for the Pimpri Chinchwad Municipal Corporation, Pimpri, Pune to accordingly pass such layout/s or plans, as may be submitted by the Developer. However, the construction of the said Flat/Shop/Apartment agreed to be purchase by me/us shall not be adversely affected.

PURCHASER/S

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

Signed, Sealed & Delivered
By within named Developers/Promoters and Consenting Party
Authorized signatory

SADGURU DEVELOPERS AND BUILDERS
Mr. Vinod Subhash Bhosale
Developers/ Promoters
Signed, Sealed & Delivered

By within named Purchaser/s,

Purchaser/s

WITNESSES:

1) Sign :
 Name :
 Add :

2) Sign :
 Name :
 Add :

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