

Agreement to Sell

This Agreement made at Pune this day of ----- in the
Year Two Thousand and Nineteen between

M/s. Curvedatta Developers
A registered partnership firm

Having its office at -----
PAN -----

Comprising its Partner

Mr. Rajendra Vishram Khade

Age about years, Occupation - Business,

Mrs. Savita Baban Garje

Age about years, Occupation - Business.

It is hereby referred to as "THE DEVELOPER"

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

...PARTY OF THE FIRST PART

A N D

1)
Age Years, Occupation - ----,
PAN -----

2)
Age Years, Occupation - ----,
PAN -----

Both R/sd ---
Pune - -----

Hereinafter referred to as 'THE PURCHASERS'

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Pune - -----

Hereinafter referred to as 'THE PURCHASERS'

(Which expression shall unless repugnant to the context or meaning thereof shall mean and include his/her/their legal heirs, administrators, executors, assign)

...PARTY OF THE SECOND PART

AND

- 1) Mr. Shekhar Shrinivas Bhusari
Age - 45 Years, Occupation - Business,
PAN - ABBPB7193D
- 2) Mrs. Swati Shirish Bhusari
Age - 55 Years, Occupation - Business,
PAN -
- 3) Ms. Tanvi Shirish Bhusari
Age - Years, Occupation - Service,
PAN
- 4) Ms. Anvya Shirish Bhusari
Age - Years, Occupation - Service
PAN -
It to 4 All R/at -
- 5) A & D Constriction Partnership Firm through
Partner Abhijeet Gajanan Seth
Age - ---Years, Occupation - Business
PAN -
R/at -
- 6) A & D Constriction Partnership Firm through
Partner Amol Mukund Deo
Age - ---Years, Occupation - Business
PAN -
R/at -

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Partner Amol Mukund Deo
Age - ---Years, Occupation - Business
PAN -
R/at -

7) Mrs. Shrdha Gajendra Jain
Age - Years, Occupation - Business.
PAN -

8) Mr. Gajendra Shantilal Jain
Age - Years, Occupation - Business
PAN -
7 & B R/at -

Through their Power of Attorney Holder -
M/S. Gurudatta Developers

Hereinafter referred to as 'THE CONSENTING PARTY/
(OWNERS'

Which expression shall unless repugnant to the context or
meaning thereof shall mean and include their legal heirs,
executors, administrators, assign etc.)

...PARTY OF THE THIRD PARTY

WHEREAS All that piece and parcel of the land admeasuring
an area of 854.2 Sq. Mtrs. is bearing C.T.S.No 1 Village
Kiwale Gavthan was Ancestral Property of 1. Rekha
Dattatray Phadak, 2. Dhurjay Ramesh Damale, 3. Rupali
Siddhartha Mehendale, 4. Girish Prabhakar Damale; 5. Anita
Raj Sharma, 6. Sangita Nandgopan Pile, 7. Legal Heirs of
Sathish Bhalchandra Damale - 7.a: Vajaya Sathish Damale,
7.b: Tejasbri Tapan Wagale, 7.c:- Himali Aji Kulkarni, 8. Dilip
Bhalchandra Damale and others was also mutated in the
property card extract as a owner by mutation entry
No.153,153,154,155.

7) Mrs. Shrdha Gajendra Jain
Age - Years, Occupation - Business.
PAN -

8) Mr. Gajendra Shantilal Jain
Age - Years, Occupation - Business
PAN -
7 & B R/at -

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Bhalchandra Damale and others was also mutated in the
property card extract as a owner by mutation entry
No.153,153,154,155.

WHEREAS that said owners i.e. 1. Rekha Dattatray Phadak , 2. Dhanjay Ramesh Damale, 3. Rupali Sidhartha Mehandale, 4. Girish Prabhakar Damale, 5. Anita Raj Sharma, 6. Sangita Nandgopan Pile, 7. Legal Heirs of Sathish Bhalchandra Damale --7.a- Vijaya Sathish Damale, 7.b- Tejaswini Tapan Wagale, 7.c- Himali Ajit Kulkarni, 8. Dilip Bhalchandra Damale and others sold said land to 1. Shekhar Shrinivas Bhosari, 2. Swati Shirish Bhosari ,3. Tanvi Shirish Bhosari and 4. Anya Shirish Bhosari , 5. M/s. Shivkailas Development Corporation a registered Partnership Firm through partner 5.1- Kailash Ganpat Kute and Family (HUF) through Kart Kailash Ganpat Kute , 5.2- Hiranman Dattatray Kalbhor and Family (HUF) through Kart Hiranman Dattatray Kalbhor. The said Sell deed is duly registered in the office of Sub-Registrar Haveli No.22 at Serial bearing No.10229/2018 dated 7th July 2018. Accordingly their names are put on record and it was Mutated by Mutation Entry No. 227.

WHEREAS after that M/s. Shivkailas Development Corporation a registered Partnership Firm through partner 1- Kailash Ganpat Kute and Family (HUF) through Kart Kailash Ganpat Kute , 2- Hiranman Dattatray Kalbhor and Family (HUF) through Kart Hiranman Dattatray Kalbhor made an Release Deed in favour of 1. Shekhar Shrinivas Bhosari, 2. Swati Shirish Bhosari ,3. Tanvi Shirish Bhosari and 4. Anya Shirish Bhosari. The said Sell deed is duly registered in the office of Sub-Registrar Haveli No.22 at Serial bearing No.10230/2018 in Haveli No.22 dated 7th July 2018.

Accordingly names of M/s. Shivkailas Development Corporation a registered Partnership Firm through partner 1- Kailash Ganpat Kute and Family (HUF) through Karta Kailash Ganpat Kute, 2. Hiraman Dattaraj Kalbhor and Family (HUF) through Karta Hiranman Dattaraj Kalbhor are deleted from mutation entry and names of 1. Shekhar Shrinivas Bhusari, 2. Swati Shrinish Bhusari, 3. Taru Shrinish Bhusari and 4. Anya Shrinish Bhusari are put on record and it was Mutated by Mutation Entry No. 228.

WHEREAS, after that said owners i.e. 1. Recha Dattaraj Phadak, 2. Dhunraj Ramenb Darnale, 3. Rupai Siddhartha Mehandale, 4. Gajish Prashant Darnale, 5. Anica Raj Sharma, 6. Sangita Nandgopin Pile, 7. Legal Heirs of Sanish Bhakchandra Darnale - 7.a- Vijaya Sathish Darnale, 7.b- Tejashri Tupan Wagle, 7.c- Himshi Ajit Kulkarni, 8. Dilip Bhaskandra Darnale and others executed a Power of Attorney of said land in favour of 1. Shekhar Shrinivas Bhusari, And 2. Swati Shrinish Bhusari. The said Power of Attorney is duly registered in the office of Sub-Registrar Haveli No.22 at Serial bearing bearing No.10245/2018, dated 7th July 2018.

WHEREAS, after said Release Deed and Power Of Attorney 1. Shekhar Shrinivas Bhusari, 2. Swati Shrinish Bhusari, 3. Taru Shrinish Bhusari and 4. Anya Shrinish Bhusari had assigned development rights in the said property vide Development Agreement dated 11th July 2018 and also executed Power of Attorney dated 11th July 2018 and authorize and appoint M/s. Gurnidatta Developers Partnership Firm and appoint M/s. Gurnidatta Developers Partnership Firm

WHEREAS, 1. Shekhar Shrinivas Bhusari, 2. Swati Shrinish Bhusari, 3. Taru Shrinish Bhusari and 4. Anya Shrinish Bhusari had assigned development rights in the said property vide Development Agreement dated 11th July 2018 and also executed Power of Attorney dated 11th July 2018 and authorize and appoint M/s. Gurnidatta Developers Partnership Firm

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through Partners 1. Rajendra Vishnu Khade and 2. Savita Baban Garje as their Power of Attorney holder. The Said Development Agreement and Power of Attorney is duly registered in the office of Sub Registrar Haveli No. 26 at Serial No. 8770 and 8771/ 2018 respectively.

AND WHEREAS by the Agreement the owners authorized the said builders M/S. Gurudatta Developers Partnership Firm through Partners 1. Rajendra Vishnu Khade and 2. Savita Baban Garje to construct with the permission from the competent local authority, building/s consisting of ownership flats / shops / offices for sale and to enter into agreements with prospective purchasers. By this Agreement the owners appointed the said firm M/S. Gurudatta Developers Partnership Firm through Partners 1. Rajendra Vishnu Khade and 2. Savita Baban Garje as promoters-builders, developers of the said Scheme. In order to implement the scheme smoothly and effectively, the owner also executed a General Power of Attorney in favour of the builders-developers M/S. Gurudatta Developers Partnership Firm through Partners 1. Rajendra Vishnu Khade and 2. Savita Baban Garje and empowered them with all the powers of construction of the building/s and other powers incidental for the completion of the scheme.

WHEREAS All that piece and parcel of the land admeasuring an area of 1027.6 Sq. Mtrs. is bearing C.T.S No.2 and land admeasuring an area of 86.9 Sq. Mtrs. is bearing C.T.S No.3 of Village Kiwale Gavthan was Ancestral Property of Mr. Mangala Madhav Limaye, Shri Satish Madhav Limaye, Mr. Swaroopa Limaye, Son, Jayashri Jaydatta Raathie, son Subbha Chondrashekhar Kelkar was also mutated in the property card extract as a owner by mutation entry No.116.

WHEREAS Name of Mr. Shaukar Gopinatha Apate was there in the Column of other right was died on 24th April 2000 and there wife is also died on 26th February 1993, so their legal heir Ravindra Shankar Aspatre put on property card by mutation entry No.186.

WHEREAS by order of City Survey Officer, order No. 7222/502/712222, dated 30th Jan 2017 and 7222/2222/2222222 in the month of April 2017, all the names of other rights are deleted by mutation entry No.185.

WHEREAS on 26th December 2013 Mr. Mangala Madhav Limaye and others sold their all rights in CTS No.2 & 3 to A & D Constriction Partnership Firm through 1. Abhijeet Gajanan Seth. This sale deed is registered in Haveli No.15, Bearing No 9267/2013 on 26th December 2013. And their name was mutated on record by Mutation entry No. 189.

WHEREAS on 1st August 2014 A & D Constriction Partnership firm through 1. Abhijeet Gajanan Seth sold 371.5 Sq. Mtrs Land along with 38.846 load bearing construction in CTS No. 2 & 3 to Mrs. Shradha Gajendra Jain and Gajendra Shantlal Jain. This sale deed is registered in Haveli No.15, Bearing No. 5516/2014 on 1st August 2014.

WHEREAS A & D Construction Partnership Firm through 1. Abhijeet Gajman Seth 2. Anmol Mukund Deo 3. Shridha Gajendra Jain 4. Gajendra Shantlal Jain had assigned development rights in the said property vide Development Agreement dated 3rd November 2018 and also executed Power of Attorney dated 3rd November 2018 and authorize and appoint M/S. Gurudatta Developers Partnership Firm through Partners 1. Rajendra Vishnu Khade and 2. Savita Baban Garje as their Power of Attorney holder. The Said Development Agreement and Power of Attorney is duly registered in the office of Sub Registrar Haveli No.1 at Serial No. 8972 and 8973/ 2018 respectively.

Thus, the said M/S. Gurudatta Developers Partnership Firm through Partners 1. Rajendra Vishnu Khade and 2. Savita Baban Garje have acquired preferential sole and exclusive right and authority to develop, construct the said plot and to allot, sell, transfer the flats to the prospective Purchaser/s.

AND WHEREAS by the Agreement the owners authorised the said builders M/S. Gurudatta Developers Partnership Firm through Partners 1. Rajendra Vishnu Khade and 2. Savita Baban Garje to construct with the permission from the Competent local authority, building/s consisting of ownership flats / shops / offices for sale and to enter into agreements with prospective purchasers. By this Agreement the owners appointed the said firm M/S. Gurudatta Developers Partnership Firm through Partners 1. Rajendra Vishnu Khade and 2. Savita Baban Garje as promoters-builders, developers of the said Scheme. In order to implement the scheme smoothly and effectively, the owner also executed a General Power of Attorney in favour of the builders.

developers M/S. Gurudatta Developers Partnership Firm through Partners 1. Rajendra Vishnu Khade and 2. Savita Baban Garje and empowered them with all the powers of construction of the building/s and other powers incidental for the completion of the scheme.

AND WHEREAS on the representations made by the Owner regarding the title documents provided, etc by the Owner and Consenting Party admitting the history as stated above, the Promoter/Developer on the representation made by the Owner and Consenting Party, decided to develop the property which is more particularly described in the Schedule 1 written herein under:

AND WHEREAS the Developer decided to develop the said property which is more particularly described in the Schedule - 1 written hereon under by constructing multi storied building thereon and to sell the tenements to the prospective PURCHASERS for consideration

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

AND WHEREAS the Promoter is in possession of the project land

AND WHEREAS the Promoter has proposed to construct on the project land the building having Parking and upper five floors

AND WHEREAS the Allottee is offered an Apartment bearing number ----- on the ----- floor, herein after referred to as the said 'Apartment'] in the Building called ----- Apartment [herein after referred to as the said "Building"] being constructed in the said project, by the Promoter

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

building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

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

- (i) For share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) For formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) For proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.
- (iv) For deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) For deposits of electrical receiving and Sub Station provided in Layout

11. The consideration price of the apartment includes expenses for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or

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

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in

compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

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

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

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

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

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

14. THE ALLOTTEE/S HIMSELF/THEMSELVES WITH INTENTION TO BRING ALL PERSONS INTO WHATSOEVER