

// SHREE GAJANAN PRASANNA//

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE IS MADE AND EXECUTED AT
PUNE ON THIS _____ DAY OF _____ N THE YEAR 2021.

B E T W E E N

1. M/s. AUM DEVELOPERS

Having its Pan No. **AAOFA9812A**

Having its Registered O/at:-

Second Floor, S.P. Heights, Pune - Mumbai Road,
Kasarwadi, Pune - 411034.

Through its Partners,

A. MR. SHRICHAND SHAMANDAS ASWANI

Age - 49 years, Occupation: Business,

B. MR. ANIL SHAMANDAS ASWANI

Age - 46 years, Occupation: Business

2. M/s. SHREE SIDDHI VINAYAK DEVELOPERS

Through its Partners,

A. MR. SHRICHAND SHAMANDAS ASWANI

Age - 49 years, Occupation: Business,

B. MR. ANIL SHAMANDAS ASWANI

Age - 46 years, Occupation: Business,

Hereinafter referred to as the “THE PROMOTERS/VENDORS”

(Which expression unless repugnant to the context or meaning thereof
shall mean and include its partners for the time being constituting the firm their
respective heirs, executors, administrators and assigns).

..... PARTY OF FIRST PART

A N D

1. MRS.

Age: - yrs, Occ.:,

(PAN NO.)

(AADHAR NO –

R/at :

2. MR.

Age: - yrs, Occ.:.....,

(PAN NO.)

(AADHAR NO –

Residing at: - ,

.....

Hereinafter referred to as the
“THE APARTMENT/FLAT PURCHASER/S OR ALLOTTEE/S”

(Which expression unless repugnant to the context or meaning thereof shall mean and include himself / herself / themselves for the time being his / her / their respective heirs, executors, administrators and assigns).

..... PARTY OF SECOND PART.

AND

1. MR. DNYANDEV BANSI SHENDKAR

2. MR. RAJENDRA TUKARAM PATIL

3. MR. KISHOR DEVIDAS SHINDE

ALL THROUGH THEIR POWER OF ATTORNEY HOLDER

M/s. AUM DEVELOPERS

Having its Pan No. **AAOFA9812A**

Having its Registered O/at:-

Second Floor, S.P. Heights, Pune - Mumbai Road,
Kasarwadi, Pune - 411034.

Through its Partners,

A. MR. SHRICHAND SHAMANDAS ASWANI

Age - 49 years, Occupation: Business,

B. MR. ANIL SHAMANDAS ASWANI

Age - 46 years, Occupation: Business

Hereinafter referred to as the
'OWNERS/CONSENTING PARTY'

(which expression unless repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns).

...THE PARTY OF THE THIRD PART

WHEREAS All the piece and parcel of the properties bearing.....

A. Survey No. 100 Hissa No. **1/1** area admeasuring 00 H. 10 R.

B. Survey No. 100 Hissa No. 1/2 area admeasuring 00 H 69 R + 00 H 11 R Potkharaba, total area admeasuring 00 H. 80 R

C. Survey No. 101 Hissa No. **1** area admeasuring 03 H. 45.31 R.
out of total area admeasuring 04 H. 44 R.,

D. Survey No. 101 Hissa No. **1** area admeasuring 00 H. 84 R.
out of total area admeasuring 04 H. 44 R.

E. Survey No. 149 Hissa No. **1A** total area admeasuring 02 H. 13 R. + 00 H. 03 R. Potkharaba, total area admeasuring 02 H. 16 R. out of it area admeasuring 01 H. 33 R.

F. Survey No. 150 Hissa No. 1 area admeasuring 01 H. 55 R. + 00 H. 03 R. Potkharaba, totally area admeasuring 01 H. 58 R. out of which area admeasuring 00 H. 80 R. from northern side, an area admeasuring 4500 Sq ft,(**where is NA order**)

G. Survey No. 150 Hissa No. **2/1** area admeasuring 00 H. 56 R. + 00 H. 03 R. Potkharaba, totally area admeasuring 00 H. 59 R.

H. Survey No. 150 Hissa No. 2/2(A) total area admeasuring 00 H. 20 R.

All properties situated at Village **Ravet**, Taluka Haveli, Dist. Pune, and within the local limits of Pimpri Chinchwad Municipal Corporation and within the limits of Sub-Registrar Haveli.

HISTORY OF SURVEY NO. 100/1/1 and 100/1/2.

1. Survey No. 100, area admeasuring 02 Acres and 10 Gunthas was originally owned by Rama Bhondve. Hence the name of Rama Bhondve was appearing in the 7/12 extract of the said survey number since the year 1930-31.

2. **Mutation Entry No. 310** states that Rama Bhondve expired on 22/08/1931 leaving behind him widow wife Mathi Rama Bhondve. Accordingly name of Mathi @ Mathu Rama Bhondve was recorded in 7/12 extract of Survey No. 101/1 after the death of Rama Bhondve.

3. **Mutation Entry No. 427** is regarding "Falni" of Survey No. 100 and their occupiers. The same are as follows:

Survey No.	Hissa No	Area		Assessment (Rs. & Paise)	Occupier
		Area Acre-Gunta	Potkharaba Acre-Gunta		
100	1	01-39	00-11	03.12	Mathu Rama Bhondve
	2	01-12	00-01	01.13	Jaywant Bala Shinde
	3	01-16	00-01	01.10	Dhondu Raghu Jagdale

4. **Mutation Entry No. 1251** is relating to Tagai/Loan of Rs. 2,500/-. The said Mutation was certified on 22/05/1966.

5. **Mutation Entry No. 1375** is concerned with the implementation of Weight and Measurement Act for the entire village of Ravet.

6. **Mutation Entry No. 1620** states that Mathabai Rama Bhondve executed a registered Sale Deed dated 23/07/1970 in favour of 1. Baban Namdev Phadke, 2. Raju Namdev Phadke both through their Natural guardian father Namdev Dnyandev Phadke for Survey No. 100/1 and other survey numbers. Hence the name of Mathabai Rama Bhondve was deleted and the name of 1. Baban Namdev Phadke, 2. Raju Namdev Phadke both through their Natural guardian father Namdev Dnyandev Phadke was recorded in other rights column of 7/12 extract of survey No. 100/1.

7. **Mutation Entry No. 1792** states that as per the Order of Tashildar, Haveli bearing No. 240/81 dated 03/02/1981 names of 1. Baban Namdev Phadke, 2. Raju Namdev Phadke both through their Natural guardian father Namdev Dnyandev Phadke were deleted from the other rights column of 7/12 extract which were certified as per Mutation Entry No. 1620 and their names were recorded as occupier in 7/12 extract of Survey No. 100/1.

8. **Mutation Entry No. 1830** states that Vishwanath Keshav Bhoir and Prakash Bhalchandra Bhondve purchased land admeasuring 00 H 80 R from 1. Baban Namdev Phadke, 2. Raju Namdev Phadke both through their Natural guardian father Namdev Dnyandev Phadke with the consent of Pushpa Namdev Phadke vide Sale Deed dated 07/05/1981. Accordingly Survey No. 100/1 was sub-divided as 100/1/1 and 100/1/2. That Survey No. 100/1/1 area admeasuring 00 H. 10 R. remained with the owners and Survey No. 100/1/2 area admeasuring 00 H. 80 R. went to the purchasers i.e. Vishwanath Keshav Bhoir and Prakash Bhalchandra Bhondve. That the said Mutation was certified and a remark i.e. "eligible for Section 84 of B.T. & A.L. Act" was recorded in other rights column of the said survey number.

9. **Mutation Entry No. 1948** states that as per the order of Tahsildar dated 17/07/1983 and as per the order of state to waive the loan, the remark of Loan/Tagai which was recorded as per Mutation Entry No. 1251 was deleted.

10. **Mutation Entry No. 2625** states that Bhausaheb Genuji Waghere and Sudhir Genuji Waghere purchased the land from Survey No. 100/1/2 area admeasuring 00 H. 80 R. from Vishwanath Keshav Bhoir and Prakash Bhalchandra Bhondve vide Sale Deed dated 29/08/1991. That the said Mutation was certified on 03/07/1992 by Circle officer, Chinchwad and names of Bhausaheb Genuji Waghere and Sudhir Genuji Waghere were recorded in 7/12 extract of Survey No. 100/1/2.

11. **Mutation Entry No. 2626** states that Bhausaheb Genuji Waghere and Sudhir Genuji Waghere purchased the land from Survey No. 100/1/1 area admeasuring 00 H. 10 R. from 1. Baban Namdev Phadke, 2. Raju Namdev Phadke both through their Natural guardian father Namdev Dnyandev Phadke vide Sale Deed dated 29/08/1991. That the said Mutation was certified on 03/07/1992 by Circle officer, Chinchwad and names of Bhausaheb Genuji Waghere and Sudhir Genuji Waghere were recorded in 7/12 extract of Survey No. 100/1/1.

12. Bhausaheb Genuji Waghere & Sudhir Genuji Waghere with the consent of Uday Bhausaheb Waghere executed a Development Agreement and Power of Attorney on 27/09/2007 of Survey No. 100/1/1 for an area admeasuring 00 H 10 R & Survey No. 100/1/2 for an area admeasuring 00 H 80 R in favour of M/s. Waghere and Aswani Associates through its partners 1. Shrichand Shamandas Aswani 2. Rajkumar Shamandas Aswani, 3. Anil Shamandas Aswani 4. Satish Shamandas Aswani, S. Uday Bhausaheb Waghere, 6. Bhausaheb Genuji Waghere & 7. Sudhir Genuji Waghere which was registered on 03/10/2007 before Sub-registrar Haveli No. 15 at Serial No. 7343/2007 & 7344/2007 respectively.

13. Bhausaheb Genuji Waghere, Sudhir Genuji Waghere, Uday Bhausaheb Waghere, Kiran Bhausaheb Waghere, Chetan Sudhir Waghere & Vishal Sudhir Waghere also executed an Agreement to Sale of Survey No. 100/1/1 for an area admeasuring 00 H. 10 R. in favour of M/s. AUM Developers through its partner Shrichand Shamandas Aswani which was notarized before Advocate and Notary Mr. C.B.Kawade on 28/12/2007 noted at Serial No. 114-B. The said document was not duly stamped. Hence thereafter M/s. AUM Developers applied to the Collector of Stamps, Pune City and paid the proper stamp duty of Rs. 1,25,000/- vide Case No. 40/2008 on 31/12/2008.

14. Bhausaheb Genuji Waghere, Sudhir Genuji Waghere, Uday Bhausaheb Waghere, Kiran Bhausaheb Waghere, Chetan Sudhir Waghere & Vishal Sudhir Waghere also executed an Agreement to Sale of Survey No. 100/1/2 for an area admeasuring 00 H 80 R in favour of M/s. AUM Developers through its partner Shrichand Shamandas Aswani which was notarized before Advocate and Notary Mr. C.B.Kawade on 28/12/2007 noted at Serial No. 114-F. The said document was not duly stamped. Hence thereafter M/s. AUM Developers applied to the

Collector of Stamps, Pune City and paid the proper stamp duty of Rs. 10,00,000/- vide Case No. 43/2008 on 31/12/2008.

15. Bhausahab Genuji Waghare & Sudhir Genuji Waghare cancelled the Development Agreement and Power of Attorney dated 27/09/2007 which was executed in favour of M/s. Waghare and Aswani Associates through its partners 1. Shrichand Shamandas Aswani 2. Rajkumar Shamandas Aswani, 3. Anil Shamandas Aswani 4. Satish Shamandas Aswani, 5. Uday Bhausahab Waghare, 6. Bhausahab Genuji Waghare & 7. Sudhir Genuji Waghare and registered on 03/10/2007 before Sub-registrar Haveli No. 15 at Serial No. 7343/2007 & 7344/2007 respectively. The said Deed of Cancellation of Development Agreement and Power of Attorney dated 23/01/2009 was executed between the above mentioned parties and registered on 28/01/2009 before Sub-registrar Haveli No. 17 at Serial No. 752/2009.

16. After paying the abovementioned stamp duty, to complete the registration formalities following two Deeds of Confirmation was executed :

i) Deed of Confirmation dated 23/01/2009 was executed by Bhausahab Genuji Waghare, Sudhir Genuji Waghare, Uday Bhausahab Waghare, Kiran Bhausahab Waghare, Chetan Sudhir Waghare & Vishal Sudhir Waghare in favour of M/s. AUM Developers through its partner Shrichand Shamandas Aswani and Dhanjibhai Mohanbhai Kabaria for an area admeasuring 00 H 10 R The said Deed of Confirmation was registered on 28/01/2009 before Sub-registrar Haveli No. 17 at Serial No. 756/2009.

ii) Deed of Confirmation dated 23/01/2009 was executed by Bhausahab Genuji Waghare, Sudhir Genuji Waghare, Uday Bhausahab Waghare, Kiran Bhausahab Waghare, Chetan Sudhir Waghare & Vishal Sudhir Waghare in favour of M/s. AUM Developers through its partner Shrichand Shamandas Aswani and Dhanjibhai Mohanbhai Kabaria for an area admeasuring 00 H 80 R The said Deed of Confirmation was registered on 28/01/2009 before Sub-registrar Haveli No. 17 at Serial No. 758/2009.

17. After all compliances two Sale Deeds were executed between the parties:

i) Bhausahab Genuji Waghare, Sudhir Genuji Waghare, Uday Bhausahab Waghare, Kiran Bhausahab Waghare, Chetan Sudhir Waghare & Vishal Sudhir Waghare sold the property i.e. 00 H. 10 R., to M/s. AUM Developers through its partners Shrichand Shamandas Aswani and Dhanjibhai Mohanbhai Kabaria vide Sale Deed dated 23/01/2009, which was registered on 28/01/2009 before Sub-registrar Haveli No.17 at Serial No. 764/2009. The name of M/s. AUM Developers through its partner Shrichand Shamandas Aswani and. Dhanjibhai Mohanbhai Kabaria was recorded in the 7/12 extract by **Mutation Entry No. 6668**, which was certified on 29/05/2009 by Circle officer.

ii) Bhausahab Genuji Waghare, Sudhir Genuji Waghare, Uday Bhausahab Waghare, Kiran Bhausahab Waghare, Chetan Sudhir Waghare & Vishal Sudhir Waghare sold the property i.e. 00 H. 80 R., to M/s. AUM Developers through its partners Shrichand Shamandas Aswani and Dhanjibhai Mohanbhai Kabaria vide Sale Deed dated 23/01/2009, which was registered on 28/01/2009 before Sub-registrar Haveli No.17 at Serial No. 763/2009. The name of M/s. AUM Developers through its partner Shrichand Shamandas Aswani and Dhanjibhai Mohanbhai Kabaria was recorded in the 7/12 extract by **Mutation Entry No. 6667**, which was certified on 29/05/2009 by Circle officer.

18. The remark i.e. "eligible for Section 84 of B.T. & A.L. Act" was recorded in other rights column of the Survey No.100/1/2 by Mutation Entry No. 1830. After due enquiry the transaction i.e. Sale Deed dated 07/05/1981 was held legal and as per Order dated 03/03/2009 bearing No. 84C/S.R./215/2009 it was ordered to delete the above mentioned remark from other rights column of Survey No. 100/1/2. The effect of the said order was given by **Mutation Entry No. 6687** and the said remark was thereby deleted from the other rights column.

19. On 01/07/2010 Dhanjibhai Mohanlal Kabaria and other partners retired from the partnership firm and Anil Shamandas Aswani has been admitted as a new partner in the Partnership firm.

20. Thus M/s AUM Developers become owner of Survey No. 100/1/1 area admeasuring 00 H 10 R and Survey No. 100/1/2 area admeasuring 00 H 80 R

HISTORY OF SURVEY NO. 101/1 (area 02 H 00R).

1. Survey No. 101, area admeasuring 13 Acres and 37 Gunthas was originally owned by Shri. Rakhma Bala Bhondve. Hence the name of Shri. Rakhma Bala Bhondve was appearing in the 7/12 extract of the said survey number since the year 1930-31.

2. **Mutation Entry No. 546** states that Rakhma Bala Bhondve expired leaving behind him his adopted son namely Bhagwanta Rakhma Bhondve. That Bhagwanta Rakhma Bhondve was adopted by Rakhma Bala Bhondve as son on 13/03/1934 by the Deed of Adoption. Accordingly the name of Bhagwanta Rakhma Bhondve was recorded in 7/12 as owner by Mutation Entry No. 546 and the name of Rakhma Bhondve was deleted.

3. **Mutation Entry No. 547** states that Bhagwanta Bhondve released the rights from the said property and other properties in favour of Yamunabai Tukaram Bahirat on 21/04/1938 by Release Deed and accordingly the name of Bhagwanta Bhondve was deleted and the name of Yamunabai Tukaram Bahirat was recorded in the 7/12 extract by Mutation Entry No.547.

4. **Mutation Entry No. 605** states that Yamunabai Takuram Bahirat executed a Sale Deed on 17/04/1942 for the term period of 10 years in favour of Laxmibai Pandurang Bhondve. Hence the name of Laxmibai Pandurang Bhondve was recorded in the 7/12 extract of the said survey number.

5. **Mutation Entry No. 789** states that the name of Namdev Kesu Bhondve was entered as ordinary tenant in the said survey number in the year 1953.

6. **Mutation Entry No. 901** states that the name of Bhagwant Maruti Bhondve was entered as ordinary tenant in the said survey number in the year 1956.

7. **Mutation Entry No. 959** states that the name of Bhagwant Maruti Bhondve was deleted from the 7/12 extract of the said survey number in the year 1957 as he was not cultivating the said land.

8. **Mutation Entry No. 1029** states that Yamunabai Tukaram Bahirat has paid the entire amount with compensation to Laxmibai Pandurang Bhondve and has got the term Sale Deed dated 17/04/1942 cancelled. Accordingly by the said Mutation entry No.1029 the name of Laxmibai Pandurang Bhondve was deleted from the 7/12 extract and the name of Yamunabai Tukaram Bahirat was recorded in the 7/12 extract.

9. **Mutation Entry No. 1210** states that a per the order of Tenancy Tribunal the name of Namdev Kesu Bhondve was deleted from the 7/12 extract and name of owner Yamunabai Tukaram Bahirat was kept on record.

10. **Mutation Entry No. 1375** is concerned with the implementation of Weight and Measurement Act.

11. **Mutation Entry No. 2163** states that Sopan Namdev Bhondve, Balu Namdev Bhondve & Kaluram Namdev Bhondve purchased land admeasuring 01 H. 14 R. + Potkharaba admeasuring 00 H. 06 R. totally admeasuring 01 H. 20 R. from Yamunabai Tukaram Bahirat vide Sale Deed dated 12/03/1987. Hence the said survey number was sub divided into Survey No. 101/1 & 101/2. Survey No. 101/2, area admeasuring 01 H. 14 R. + Potkharaba admeasuring 00 H. 06 R. total area admeasuring 01 H. 20 R. went to the Purchasers namely Sopan Namdev Bhondve, Balu Namdev Bhondve & Kaluram Namdev Bhondve and Survey No. 101/1 area admeasuring 04 H. 24 R. + Potkharaba admeasuring 00 H. 20 R. total area admeasuring 04 H. 44 R. remained with Yamunabai Tukaram Bahirat.

12. Yamunabai Tukaram Bahirat executed a Will dated 09/12/1993 which was registered on 10/12/1993 before Sub-registrar Haveli No. 1 at Serial No. 5375/1993. That by the said Will Smt. Yamunabai Tukaram Bahirat bequeathed land from Survey No. 101/1 to her grandson Shri. Devidas Babanrao Bahirat.

13. **Mutation Entry No. 5877** states that Yamunabai Tukaram Bahirat died on 27/07/1998 leaving behind her the following legal heirs namely:

Babanrao Tukaram Bahirat	:	Son (expired on 01/09/2003)
Shri. Devidas Babanrao Bahirat	:	Grandson
Sou. Sudha Ramchandra Jori	:	Grand Daughter
Sou. Pushpa Ramchandra Kadam	:	Grand Daughter
Sou. Uma Shankar Khatpe	:	Grand Daughter
Sou. Bharti Subhash Sathe	:	Grand Daughter

Yamunabai Tukaram Bahirat before her death had executed a registered Will dated 10/12/1993 in favour of her Grandson Devidas Babanrao Bahirat. Hence name of Devidas Babanrao Bahirat was recorded in the 7/12 extract of the said survey number by Mutation Entry No. 5877, which was certified on 07/05/2005 by Circle officer, Chinchwad.

14. Thereafter one Partition Deed dated 15/11/2007 was executed between Devidas Babanrao Bahirat on one side and Bhausahab Genuji Waghere, Sudhir Genuji Waghere & Uday Bhausahab Waghere on another side. That the said Partition Deed was registered on 15/11/2007 before Sub-registrar Haveli No. 17 at Serial No. 10824/2007. That after perusal of the said Partition Deed it reveals that Yamunabai Tukaram Bahirat was having real sister Laxmibai Genuji Waghere, which means Rakhma Bala Bhondve was having two daughters namely Yamunabai Tukaram Bahirat and Laxmibai Genuji Waghere. Though from the record it appears that the name of only Yamunabai Tukaram Bahirat was entered in the revenue records but Laxmibai Genuji Waghere was also holding the said property and was in possession of the same. Devidas Babanrao Bahirat has admitted the said fact in the Partition Deed.

Accordingly Devidas Babanrao Bahirat, Bhausahab Genuji Waghere, Sudhir Genuji Waghere who are sons of Laxmibai Genuji Waghere & Uday Bhausahab Waghere who is grandson of Laxmibai Genuji Waghere executed Deed of Partition in respect of the said property and parted the said property among themselves. As per the said Partition Deed, Bhausahab Genuji Waghere, Sudhir Genuji Waghere & Uday Bhausahab Waghere got area admeasuring 02 H. 00 R. and Shri. Devidas Babanrao Bahirat got area admeasuring 02 H. 44 R. from survey No. 101/1. The effect of the said Partition Deed is given by **Mutation Entry No. 6662**, which is been certified on 29/05/2009 by Circle officer. Hence Devidas Babanrao Bahirat remained owner of an area admeasuring 02 H. 44 R. out of the total area admeasuring 04 H. 44 R. of Survey No. 101/1.

15. Thereafter Bhausahab Genuji Waghere, Sudhir Genuji Waghere & Uday Bhausahab Waghere with the consent of Devidas Babanrao Bahirat executed a Development Agreement and Power of Attorney on 15/11/2007 for an area admeasuring 02 H. 00 R. in favour of M/s. Waghere and Aswani Associates through its partners Shrichand Shamandas Aswani and Uday Bhausahab

Waghare, which was registered on 16/11/2007 before Sub-registrar Haveli No. 17 at Serial No. 10825/2007 & 10826/2007 respectively.

16. Thereafter Bhausaheb Genuji Waghare, Sudhir Genuji Waghare, Uday Bhausaheb Waghare, Kiran Bhausaheb Waghare, Chetan Sudhir Waghare & Vishal Sudhir Waghare also executed an Agreement to Sale for an area admeasuring 02 H. 00 R. in favour of M/s. AUM Developers through its partner Shrichand Shamandas Aswani which was notarized before Advocate and Notary Mr. C.B.Kawade on 28/12/2007 noted at Serial No. 114-C. The said document was not duly stamped. Hence thereafter M/s. AUM Developers applied to the Collector of Stamps, Pune City and paid the proper stamp duty of Rs. 25,00,000/- vide Case No. 45/2008 on 31/12/2008.

17. After paying the abovementioned stamp duty, to complete the registration formalities, one Deed of Confirmation dated 23/01/2009 was executed by Shri. Bhausaheb Genuji Waghare, Sudhir Genuji Waghare, Uday Bhausaheb Waghare, Kiran Bhausaheb Waghare Chetan Sudhir Waghare & Vishal Sudhir Waghare in favour of M/s. AUM Developers through its partner Shrichand Shamandas Aswani for an area admeasuring 02 H. 00 R. The said Deed of Confirmation was registered on 28/01/2009 before Sub-registrar Haveli No. 17 at Serial No. 757/2009.

18. Thereafter Bhausaheb Genuji Waghare, Sudhir Genuji Waghare & Uday Bhausaheb Waghare cancelled the Development Agreement and Power of Attorney dated 15/11/2007 which was executed in favour of M/s. Waghare and Aswani Associates through its partners Shrichand Shamandas Aswani & Uday Bhausaheb Waghare and registered on 16/11/2007 before Sub-registrar Haveli No. 17 at Serial No. 10825/2007 & 10826/2007 respectively. The said Deed of Cancellation of Development Agreement and Power of Attorney dated 23/01/2009 was executed between the above mentioned parties and registered on 28/01/2009 before Sub-registrar Haveli No. 17 at Serial No. 751/2009.

19. Bhausaheb Genuji Waghare, Sudhir Genuji Waghare, Uday Bhausaheb Waghare, Kiran Bhausaheb Waghare, Chetan Sudhir Waghare & Vishal Sudhir Waghare sold the property i.e. 02 H. 00 R., which they got through Partition Deed to M/s. AUM Developers through its partners Shrichand Shamandas Aswani and Dhanjibhai Mohanbhai Kabaria vide Sale Deed dated 28/01/2009, which was registered before Sub-registrar Haveli No. 17 at Serial No. 762/2009. That the name of M/s. AUM Developers through its partner Shrichand Shamandas Aswani and Dhanjibhai Mohanbhai Kabaria was recorded in the 7/12 extract by Mutation Entry No. 6666, which was certified on 29/05/2009 by Circle officer.

20. Devidas Babanrao Bahirat on one side and Bhausaheb Genuji Waghare, Sudhir Genuji Waghare & Uday Bhausaheb Waghare on other side executed a Correction Deed of Partition. As per the said Correction Deed the above

mentioned parties made corrections in the Partition Deed dated 15/11/2007 which was registered before Sub-registrar Haveli No. 17 at Serial No. 10824. As per the said Correction Deed the parties made corrections in the boundaries of the properties which they acquired as per the Partition Deed dated 15/11/2007. The said Correction Deed of Partition dated 29/10/2010 was registered on 01/11/2010 before Sub-registrar Haveli No. 5 at Serial No. 10816/2010.

21. Bhausahab Genuji Waghere, Sudhir Genuji Waghere & Uday Bhausahab Waghere also executed a Correction Deed of Sale Deed in favour of M/s. AUM Developers through its partner Shrichand Shamandas Aswani. As per the said Correction Deed the above mentioned parties made corrections in the Sale Deed dated 28/01/2009 which was registered before Sub-registrar Haveli No. 17 at Serial No. 762. As per the said Correction Deed the parties made corrections in the boundaries of the property. The said Correction Deed of Sale Deed dated 29/10/2010 was registered on 01/11/2010 before Sub-registrar Haveli No. 5 at Serial No. 10817/2010.

Thereafter Bhausahab Genuji Waghere and Sudhir Genuji Waghere executed a Confirmation Deed dated 18/10/2010 in favour of M/s. AUM Developers through its partner Shrichand Shamandas Aswani which was registered before Sub-registrar Haveli-5 at Serial No. 10313/2010. By the said Confirmation Deed Bhausahab Genuji Waghere and Sudhir Genuji Waghere confirmed all payments and rights of M/s. AUM Developers.

23. The following persons have also executed Consent Deeds/Transfer Deeds in favour of M/s. AUM Developers and have waived and or transferred their rights in the said property:-

Sr. No.	Parties	Document	Reg. No.	Date	Reg. Office
1	Parvatibai Babanrao Bhondve	Consent Deed & Power of Attorney	5430/10 5431/10	07/06/13	Haveli-17
2.	Shantabai Bhagwanta Parande	Consent Deed & Power of Attorney	7924/13 7927/13	16/09/13	Haveli-17
3.	Sagar, Rangnath, Geeta Waghere & Bhagyashree Kale	Consent Deed	10628/13	05/12/13	Haveli-5
4.	Pallavi Pravin Shinde	Consent Deed & Power of Attorney	11067/13	17/12/13	Haveli-5
5.	Kantabai Bhausahab Waghere	Consent Deed	714/14	21/01/14	Haveli-5
6.	Vinod Dashrath Shinde & Namdeo	Consent Deed & Power of	3273/14 3274/14	21/04/14	Haveli-5

	Dashrath Shinde	Attorney			
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24. On 01/07/2010 Dhanjibhai Mohanlal Kabaria and other partners retired from the partnership firm and Anil Shamandas Aswani has been admitted as new partner in the Partnership firm.

25. Thus M/s AUM Developers become owner of Survey No. 101/1 area admeasuring 02 H 00 R .

HISTORY OF SURVEY NO. 101/1 (area 00 H 84 R).

1. Survey No. 101, area admeasuring 13 Acres and 37 Gunthas was originally owned by Shri. Rakhma Bala Bhondve. Hence the name of Shri. Rakhma Bala Bhondve was appearing in the 7/12 extract of the said survey number since the year 1930-31.

2. **Mutation Entry No. 546** states that Rakhma Bala Bhondve expired leaving behind him his adopted son namely Bhagwanta Rakhma Bhondve. Bhagwanta Rakhma Bhondve was adopted by Rakhma Bala Bhondve as son on 13/03/1934 by the Deed of Adoption. Accordingly the name of Bhagwanta Rakhma Bhondve was recorded in 7/12 as owner by Mutation Entry No. 546 and the name of Rakhma Bhondve was deleted.

3. **Mutation Entry No. 547** states that Bhagwanta Bhondve released the rights from the said property and other properties in favour of Yamunabai Tukaram Bahirat on 21/04/1938 by Release Deed and accordingly the name of Bhagwanta Bhondve was deleted and the name of Yamunabai Tukaram Bahirat was recorded in the 7/12 extract by Mutation Entry No.547.

4. **Mutation Entry No. 605** states that Yamunbai Takuram Bahirat executed a Sale Deed on 17/04/1942 for the term period of 10 years in favour of Laxmibai Pandurang Bhondve. Hence the name of Laxmibai Pandurang Bhondve was recorded in the 7/12 extract of the said survey number.

5. **Mutation Entry No. 789** states that the name of Namdev Kesu Bhondve was entered as ordinary tenant in the said survey number in the year 1953.

6. **Mutation Entry No. 901** states that the name of Bhagwant Maruti Bhondve was entered as ordinary tenant in the said survey number in the year 1956.

7. **Mutation Entry No. 959** states that the name of Bhagwant Maruti Bhondve was deleted from the 7/12 extract of the said survey number in the year 1957 as he was not cultivating the said land.

8. **Mutation Entry No. 1029** states that Yamunabai Tukaram Bahirat has paid the entire amount with compensation to Laxmibai Pandurang Bhondve and has got the term Sale Deed dated 17/04/1942 cancelled. Accordingly by the said

Mutation entry No.1029 the name of Laxmibai Pandurang Bhondve was deleted from the 7/12 extract and the name of Yamunabai Tukaram Bahirat was recorded in the 7/12 extract.

9. **Mutation Entry No. 1210** states that a per the order of Tenancy Tribunal the name of Namdev Kesu Bhondve was deleted from the 7/12 extract and name of owner Yamunabai Tukaram Bahirat was kept on record.

10. **Mutation Entry No. 1375** is concerned with the implementation of Weight and Measurement Act.

11. **Mutation Entry No. 2163** states that Sopan Namdev Bhondve, Balu Namdev Bhondve & Kaluram Namdev Bhondve purchased land admeasuring 01 H. 14 R. + Potkharaba admeasuring 00 H. 06 R. totally admeasuring 01 H. 20 R. from Yamunabai Tukaram Bahirat vide Sale Deed dated 12/03/1987. Hence the said survey number was sub divided into Survey No. 101/1 & 101/2. That Survey No. 101/2, area admeasuring 01 H. 14 R. + Potkharaba admeasuring 00 H. 06 R. totally admeasuring 01 H. 20 R. went to the Purchasers namely Sopan Namdev Bhondve, Balu Namdev Bhondve & Kaluram Namdev Bhondve and Survey No. 101/1 area admeasuring 04 H. 24 R. + Potkharaba admeasuring 00 H. 20 R. total area admeasuring 04 H. 44 R. remained with Yamunabai Tukaram Bahirat.

12. Yamunabai Tukaram Bahirat executed a Will dated 09/12/1993 which was registered on 10/12/1993 before Sub-registrar Haveli No. 1 at Serial No. 5375/1993. By the said Will Smt. Yamunabai Tukaram Bahirat bequeathed land from Survey No. 101/1 to her grandson Shri. Devidas Babanrao Bahirat.

13. **Mutation Entry No. 5877** states that Yamunabai Tukaram Bahirat died on 27/07/1998 leaving behind her the following legal heirs namely:

Babanrao Tukaram Bahirat	:	Son (expired on 01/09/2003)
Shri. Devidas Babanrao Bahirat	:	Grandson
Sou. Sudha Ramchandra Jori	:	Grand Daughter
Sou. Pushpa Ramchandra Kadam	:	Grand Daughter
Sou. Uma Shankar Khatpe	:	Grand Daughter
Sou. Bharti Subhash Sathe	:	Grand Daughter

Yamunabai Tukaram Bahirat before her death had executed a registered Will dated 10/12/1993 in favour of her Grandson Shri. Devidas Babanrao Bahirat. Hence name of Shri. Devidas Babanrao Bahirat was recorded in the 7/12 extract of the said survey number by Mutation Entry No. 5877, which was certified on 07/05/2005 by Circle officer, Chinchwad.

14. Thereafter one Partition Deed dated 15/11/2007 was executed between Devidas Babanrao Bahirat on one side and Bhausahab Genuji Waghere, Shri.

Sudhir Genuji Waghere & Uday Bhausaheb Waghere on another side. The said Partition Deed was registered on 15/11/2007 before Sub-registrar Haveli No. 17 at Serial No. 10824/2007. That after perusal of the said Partition Deed it reveals that Yamunabai Tukaram Bahirat was having real sister Laxmibai Genuji Waghere, which means Rakhma Bala Bhondve was having two daughters namely Yamunabai Tukaram Bahirat and Laxmibai Genuji Waghere. That though from the record it appears that the name of only Yamunbai Tukaram Bahirat was entered in the revenue records but Laxmibai Genuji Waghere was also holding the said property and was in possession of the same. That Shri. Devidas Babanrao Bahirat has admitted the said fact in the Partition Deed.

Accordingly Devidas Babanrao Bahirat, Bhausaheb Genuji Waghere, Sudhir Genuji Waghere who are sons of Laxmibai Genuji Waghere & Uday Bhausaheb Waghere who is grandson of Laxmibai Genuji Waghere executed Deed of Partition in respect of the said property and parted the said property among themselves. That as per the said Partition Deed, Shri. Bhausaheb Genuji Waghere, Sudhir Genuji Waghere & Uday Bhausaheb Waghere got area admeasuring 02 H. 00 R. and Shri. Devidas Babanrao Bahirat got area admeasuring 02 H. 44 R. from survey No. 101/1. The effect of the said Partition Deed is given by **Mutation Entry No. 6662**, which is been certified on 29/05/2009 by Circle officer. Hence Devidas Babanrao Bahirat remained owner of an area admeasuring 02 H. 44 R. out of the total area admeasuring 04 H. 44 R. of Survey No. 101/1.

15. Bhausaheb Genuji Waghere, Sudhir Genuji Waghere & Uday Bhausaheb Waghere sold the property i.e. 02 H. 00 R., which they got through Partition Deed to Aum Developers through its partner Shrichand Shamandas Aswani and Dhanjibhai Mohanbhai Kabaria vide Sale Deed dated 28/01/2009, which was registered Sub-registrar Haveli No.17 at Serial No. 762/2009. That the name of M/s AUM Developers through its partner Shrichand Shamandas Aswani and Dhanjibhai Mohanbhai Kabriya was recorded in the 7/12 extract by **Mutation Entry No. 6666**, which was certified on 29/05/2009 by Circle officer.

16. Devidas Babanrao Bahirat, Vrushali Devidas Bahirat and Adish Devidas Bahirat sold an area admeasuring 00 H. 84 R. to M/s. Shree Siddhi Vinayak Developers through its partner Satish Mohandas Rohara vide Sale Deed dated 07/05/2011 which was registered before Sub-registrar Haveli No. 5 at Serial No. 4273/2011. That the name of M/s Shree Siddhi Vinayak Developers through its partner Satish Mohandas Rohara was recorded in the 7/12 extract by Mutation Entry No. 7745, which was certified on 26/05/2011 by Circle officer, Chinchwad.

17. On 12/09/2016 Satish Mohandas Rohara retired from the partnership firm and Anil Shamandas Aswani is been admitted as new partner in the Partnership firm. By **Mutation entry No. 9789** name of M/s. Shree Siddhi Vinayak Developers through its partner Shrichand Shamndas Aswani and Anil Shamndas

Aswani was recorded in the record of 7/12 extract to the extent of area admeasuring 00 H 84 R .

18. Thus M/s. Shree Siddhi Vinayak Developers became owner of Survey No. 101/1 area admeasuring 00 H 84 R .

HISTORY OF SURVEY NO. 149/1A.

1. **Mutation Entry No. 266** states that Daulata Khandu Bhondve purchased the land bearing Survey No. 149 area admeasuring 07 Acre 13 Guntha from Hari Ramji Bhondve vide registered Sale Deed dated 03/10/1928. Accordingly name of Daulata Khandu Bhondve was recorded in 7/12 extract on 18/04/1929.

2. **Mutation Entry No. 594** states that Daulata Khandu Bhondve expired on 01/05/1941 leaving behind him his son Pandurang Daulata Bhondve as only legal heir. That as the son of Daulata Khandu Bhondve was minor, name of his son Pandurang Daulata Bhondve was recorded through his natural guardian mother Laxmibai Daulata Bhondve.

3. **Mutation Entry No. 618** states that Laxmibai Pandurang Bhondve purchased the land of Survey No. 149 from Laxmibai Daulata Bhondve for herself and as natural guardian mother of Pandurang Daulata Bhondve vide Sale Deed dated 15/07/1942. Accordingly name of Laxmibai Pandurang Bhondve was recorded in 7/12 extract of the said Survey number.

4. **Mutation Entry No. 1124** states that Yashwant Khandu Bhondve and Kashinath Khandu Bhondve does not have concern with the said survey number hence their names were deleted from the 7/12 extract on 11/11/1963.

5. **Mutation Entry No. 1170** states that an inquiry was held under Section 32 G of B.T. & A.L. Act and as per the order dated 14/02/1963, land owners namely Babu Hari Bhondve and Laxmibai Pandurang Bhondve has taken the possession of the said land from its tenant namely Bhiku Laxman Bhondve on 20/05/1963. Hence the name of Bhiku Laxman Bhondve was deleted from other rights column of the said survey number.

6. **Mutation Entry No. 1326** states that Shri. Babu Hari Bhondve obtained loan from Kiwale V. K. S. Society, hence the name of the Society is been entered in other rights column of the said survey number.

7. **Mutation Entry No. 1375** is concerned with the implementation of Weight and Measurement Act.

8. **Mutation Entry No. 1326** states that Baburao Hari Bhondve obtained loan on 25/06/1973 from Kiwale V. K. S. Society, hence the name of the Society is been entered in other rights column of the said survey number.

9. **Mutation Entry No. 1678** states that Laxmibai Pandurang Bhondve expired on 25/12/1963 leaving behind legal heirs namely:

Baban Pandurang Bhondve	:	Son
Kashinath Pandurang Bhondve	:	Son
Shantabai Dnyanoba Markande	:	Daughter
Sarubai Bharatrao Tambe	:	Daughter

Accordingly after the death of Smt. Laxmibai Pandurang Bhondve, names of her sons namely Baban Pandurang Bhondve & Kashinath Pandurang Bhondve was recorded in the 7/12 extract of the said survey number for half share each.(sisters?)

10. **Mutation Entry No. 1710** is irrelevant, being wrongly mentioned in this Survey number, as the same is concerned to Survey No. 56/1A & 58/1A.

11. **Mutation Entry No. 1765** states that Vishwanath Keshavrao Bhoir, Yashwant Hari Tapre, Meena Ulhas Churi & Kanhayalal Satyanarayan has purchased an area admeasuring 00 H. 40 H. from Survey No. 149 from Babu Hari Bhondve on 05/06/1980. Accordingly a separate Hissa was given i.e. Survey No. 149/1 and 149/2. Survey No. 149/1 area admeasuring 02 H. 56 R. remained with the owners and Survey No. 149/2 went to the purchasers i.e. Vishwanath Keshavrao Bhoir, Yashwant Hari Tapre, Meena Ulhas Churi & Kanhayalal Satyanarayan.

12. **Mutation Entry No.1766** states that Ramakant Bhagwant Kolhe, Tejpal Pandit Rane, Kashinath Pandit Rane & Gurunath Harichandra Sawant purchased an area admeasuring 00 H. 40 R. from Babu Hari Bhondve from Survey No. 149/1 on 05/06/1980. Accordingly a separate Pothissa was given i.e. Survey No. 149/1A and 149/1B. That the Survey No. 149/1A area admeasuring 02 H. 16 R. remained with the owners and Survey No. 149/1B went to the purchasers i.e. Shri. Ramakant Bhagwant Kolhe, Tejpal Pandit Rane, Kashinath Pandit Rane & Gurunath Harichandra Sawant.

13. **Mutation Entry No. 1781** is irrelevant, being wrongly mentioned in this Survey Number, as the same is concerned to other survey numbers.

14. **Mutation Entry No. 2183** states that Bababai Baburao Bhondve made an application stating the entire loan obtained from Kiwale V. K. S. Society is been repaid. Hence the name of Kiwale V. K. S. Society is been deleted from others rights column of the said Survey number.

15. **Mutation Entry No. 2187** states that Babu Hari Bhondve expired on 20/08/1984 leaving behind him wife namely Bababai Babu Bhondve as only legal heir. Hence name of Bababai Babu Bhondve was recorded in 7/12 extract of Survey No. 149/1A for 8 anna (half share).

16. **Mutation Entry No. 2845** states that Bhausahab Genuji Waghare and Sudhir Genuji Waghare purchased an area admeasuring 01 H. 33 R. from Smt. Bababai Babu Bhondve, Baban Pandurang Bhondve and Kashinath Pandurang Bhondve vide Sale Deed bearing Registration No. 1448/1993 registered on 10/03/1993 before Sub-registrar Haveli No. 5. Hence the name of Bhausahab Genuji Waghare and Sudhir Genuji Waghare was recorded in the 7/12 extract of the said survey number for an area admeasuring 01 H. 33 R.

17. **Mutation Entry No. 5096** states about charge of Income Tax Department of Rs. 1,54,17,516/- on the share of Bhausahab Genuji Waghare. Accordingly the said remark is recorded in other rights column of 7/12 extract of Survey No. 149/1A.

18. **Mutation Entry No. 7480** states as per the Order of Tahasildar, Haveli bearing No. TNC/SR/30/2010 dated 04/09/2010 names of Bababai Babu Bhondve and Kashinath Pandurang Bhondve are been deleted from the occupiers column of 7/12 extract of Survey No. 149/1A.

19. Bhausahab Genuji Waghare & Sudhir Genuji Waghare with the consent of Uday Bhausahab Waghare executed a Development Agreement and Power of Attorney on 27/09/2007 of Survey No. 149/1A for an area admeasuring 01 H. 33 R. and other survey numbers in favour of M/s. Waghare and Aswani Associates through its partners 1. Shrichand Shamandas Aswani 2. Rajkumar Shamandas Aswani, 3. Anil Shamandas Aswani 4. Satish Shamandas Aswani, 5. Uday Bhausahab Waghare, 6. Bhausahab Genuji Waghare & 7. Sudhir Genuji Waghare which was registered on 03/10/2007 before Sub-registrar Haveli No. 15 at Serial No. 7343/2007 & 7344/2007 respectively.

20. Bhausahab Genuji Waghare, Sudhir Genuji Waghare, Uday Bhausahab Waghare, Kiran Bhausahab Waghare, Chetan Sudhir Waghare & Vishal Sudhir Waghare also executed an Agreement to Sale of Survey No. 149/1A for an area admeasuring 01 H. 33 R. in favour of M/s. AUM Developers through its partner Shrichand Shamandas Aswani which was notarized before Advocate and Notary Mr. C.B.Kawade on 28/12/2007 noted at Serial No. 114-D. The said document was not duly stamped. Hence thereafter M/s. AUM Developers applied to the Collector of Stamps, Pune City and paid the proper stamp duty of Rs. 16,62,500/- vide Case No. 44 (section 40) on 31/12/2008.

21. Thereafter Bhausahab Genuji Waghare & Sudhir Genuji Waghare cancelled the Development Agreement and Power of Attorney dated 27/09/2007 which was executed in favour of M/s. Waghare and Aswani Associates through

its partners 1. Shrichand Shamandas Aswani 2. Rajkumar Shamandas Aswani, 3. Anil Shamandas Aswani 4. Satish Shamandas Aswani, 5. Uday Bhausahab Waghare, 6. Bhausahab Genuji Waghare & 7. Sudhir Genuji Waghare and registered on 03/10/2007 before Sub-registrar Haveli No. 15 at Serial No. 7343/2007 & 7344/2007 respectively. The said Deed of Cancellation of Development Agreement and Power of Attorney was executed between the above mentioned parties and registered on 28/01/2009 before Sub-registrar Haveli No. 17 at Serial No. 752/2009.

22. After paying the abovementioned stamp duty, to complete the registration formalities one Deed of Confirmation dated 23/01/2009 was executed by Bhausahab Genuji Waghare, Sudhir Genuji Waghare, Uday Bhausahab Waghare, Kiran Bhausahab Waghare, Chetan Sudhir Waghare & Vishal Sudhir Waghare in favour of M/s. AUM Developers through its partners Shrichand Shamandas Aswani and Dhanjibhai Mohanbhai Kabaria for an area admeasuring 01 H. 33 R. The said Deed of Confirmation was registered on 28/01/2009 before Sub-registrar Haveli No. 17 at Serial No. 755/2009.

23. After all compliances Bhausahab Genuji Waghare, Sudhir Genuji Waghare, Uday Bhausahab Waghare, Kiran Bhausahab Waghare, Chetan Sudhir Waghare & Vishal Sudhir Waghare sold the property i.e. 01 H. 33 R. to M/s. AUM Developers through its partners Shrichand Shamandas Aswani and Dhanjibhai Mohanbhai Kabaria vide Sale Deed dated 23/01/2009, which was registered on 28/01/2009 before Sub-registrar Haveli No.17 at Serial No. 761/2009. That the name of M/s. AUM Developers through its partners Shrichand Shamandas Aswani and Dhanjibhai Mohanbhai Kabaria was recorded in the 7/12 extract by **Mutation Entry No. 6665**, which was certified on 06/05/2009 by Circle officer.

24. **Mutation Entry No. 7682** states that as per the letter of Tax Recovery Officer, Range 8, Akurdi, Pune dated 09/03/2010, charge amount of Income Tax Department of Rs. 1,54,14,516/- is been paid hence the said remark of Tax department is deleted. That the said Mutation Entry is been certified by Circle officer, Chinchwad on 20/05/2011.

25. On 01/07/2010 Dhanjibhai Mohanlal Kabaria and other partners retired from the partnership firm and Anil Shamandas Aswani has been admitted as new partner in the Partnership firm.

26. Thus M/s AUM Developers become owner of Survey No. 149/1A area admeasuring 01 H 33 R

HISTORY OF SURVEY No. 150/1

1. **Mutation Entry No. 447** is regarding "Falni" of Survey No. 150 and their occupiers. The same is as follows:

Survey No.	Hissa No.	Area		Assessment (Rs. & Paise)	Occupier
		Area Acre-Gunta	Potkharaba Acre-Gunta		
150	1	03-33	00-03	06.12	Kesu Bala Bhondve.

Hence as per the above mutation entry name of Shri. Kesu Bala hondve was recorded in the 7/12 extract of Survey No. 150/1.

2. **Mutation Entry No. 578** states that Kesu Balaji (Bala) Bhondve expired on 25/09/1943 leaving behind him following legal heirs i.e. Namdev Kesu Bhondve Son. Mahadu Kesu Bhondve Son. Vitthal Kesu Bhondve Son. Accordingly name of Namdev Kesu Bhondve was recorded in 7/12 extract of Survey No. 150/1 as HUF Manager. The said Mutation entry was certified in 1945.

3. **Mutation Entry No. 1027** states that Namdev Kesu Bhondve obtained loan from Kiwale V.K.S. Society on 20/12/1958. Accordingly entry was made in other rights column of Survey No. 150/1.

4. **Mutation Entry No. 1375** concerns with the implementation of Weight and Measurement Act.

5. **Mutation Entry No. 1407** states that Loan obtained by the Agriculturist have been repaid along with the interest amount, hence the remark of loan is been deleted. Further the said mutation states that Government has executed an indemnity Bond in favour of Bank of India in regards to some loan granted by the Bank to the land occupiers. Accordingly the said remark was entered in other rights column.

6. **Mutation Entry No. 1469** states that Namdev Kesu Bhondve obtained loan from Kiwale V.K.S. Society on 19/07/1972. Accordingly entry was made in other rights column of Survey No. 150/1.

7. **Mutation Entry No. 2171** states that Namdev Kesu made an application stating that his name was recorded in 7/12 extract as HUF manager as per ME No. 652, but he is having two brothers and all of them are occupying the said land equally. Hence requested for "anewari" (shareholding). Accordingly "anewari" (shareholding) was fixed for all three brothers i.e. 5 Paise 4 Ana each. The said Mutation Entry was certified in and around the year 1987.

8. **Mutation Entry No. 4291** states Vitthal Kesu Bhondve expired on 08/02/1998 leaving behind him following legal heirs i.e. Rukhminibai Vitthal Bhondve- wife, Pandit Vitthal Bhondve, Manohar Vitthal Bhondve- Sons, Bhimabai Balu Tapkir, Parvatibai Mahadev Garade, Manda Ganesh Shinde and Kunda Vijay Shinde- daughters.

Accordingly names of above legal heirs were recorded in 7/12 extract of Survey No. 150/1. The said Mutation was certified on 26/06/1998 by Circle Officer, Chinchwad.

9. **Mutation Entry No. 4373** states that Namdev Kesu Bhondve expired on 04/03/1998 leaving behind him following legal heirs i.e. Makabai alias Mathabai Namdev Bhondve- Wife, Sahadu Namdev Bhondve , Sopan Namdev Bhondve, Balu Namdev Bhondve, Kaluram Namdev Bhondve- Sons and Baidabai Pandit Vinode- daughter. Accordingly names of above legal heirs were recorded in 7/12 extract of Survey No. 150/1.

10. **Mutation Entry No. 4379** states that Namdev Kesu Bhondve repaid the loan obtained from Bank of India, Dehuroad Branch. The said Mutation was certified on 24/09/1998 by Circle Officer, Chinchwad.

11. **Mutation Entry No. 4380** states that Mahadu Kesu Bhondve repaid the loan obtained from Kiwale V.K.S. Society. The said Mutation was certified on 24/09/1998 by Circle Officer, Chinchwad.

12. Mahadev Kesu Bhondve, Rukhminibai Vitthal Bhondve, Pandit Vitthal Bhondve, Manohar Vitthal Bhondve, Bhimabai Balu Tapkir, Parvatibai Mahadev Garade, Manda Ganesh Shinde, Kunda Vijay Shinde, Makabai Namdev Bhondve, Sahadu Namdev Bhondve, Sopan Namdev Bhondve, Balu Namdev Bhondve, Kaluram Namdev Bhondve and Baidabai Pandit Vinode through their Power of Attorney holder Sanjay Sambhaji Palekar executed a Sale Deed dated 17/12/1998 in favour of Dnyandev Bansi Shendkar for an area admeasuring 1500 Sq. Fts. i.e. 157.99 Sq. Mtrs. The said Sale Deed was registered on 17/12/1998 before Sub-registrar Haveli No. 5 at Serial No. 8977/1998. That the name of Dnyandev Bansi Shendkar was recorded in 7/12 extract of Survey No. 150/1 by Mutation Entry No. 4747 which was certified on 09/12/1999 by Circle Officer, Chinchwad.

13. Mahadev Kesu Bhondve, Rukhminibai Vitthal Bhondve, Pandit Vitthal Bhondve, Manohar Vitthal Bhondve, Bhimabai Balu Tapkir, Parvatibai Mahadev Garade, Manda Ganesh Shinde, Kunda Vijay Shinde, Makabai Namdev Bhondve, Sahadu Namdev Bhondve, Sopan Namdev Bhondve, Balu Namdev Bhondve, Kaluram Namdev Bhondve and Baidabai Pandit Vinode through their Power of Attorney holder Sanjay Sambhaji Palekar executed a Sale Deed dated 18/02/1999 in favour of Kishor Devidas Shinde for an area admeasuring 1500 Sq. Fts. i.e. 139.40 Sq. Mtrs. i.e. 1.5 R. The said Sale Deed was registered on 17/02/1999 before Sub-registrar Haveli No. 5 at Serial No. 1161/1999. That the name of Kishor Devidas Shinde was recorded in 7/12 extract of Survey No. 150/1 by **Mutation Entry No. 4773** which was certified on 09/12/1999 by Circle Officer, Chinchwad.

14. Mahadev Kesu Bhondve, Rukhminibai Vitthal Bhondve, Pandit Vitthal Bhondve, Manohar Vitthal Bhondve, Bhimabai Balu Tapkir, Parvatibai

Mahadev Garade, Manda Ganesh Shinde, Kunda Vijay Shinde, Makabai Namdev Bhondve, Sahadu Namdev Bhondve, Sopan Namdev Bhondve, Balu Namdev Bhondve, Kaluram Namdev Bhondve and Baidabai Pandit Vinode through their Power of Attorney holder Sanjay Sambhaji Palekar executed a Sale Deed dated 15/03/1999 in favour of Rajendra Tukaram Patil for an area admeasuring 1,000 Sq. Fts. i.e. 92.93 Sq. Mtrs. The said Sale Deed was registered on 15/03/1999 before Sub-registrar Haveli No. 5 at Serial No. 1776/1999. That the name of Rajendra Tukaram Patil was recorded in 7/12 extract of Survey No. 150/1 by **Mutation Entry No. 4728** which was certified on 09/12/1999 by Circle Officer, Chinchwad.

15. **Mutation Entry No. 6309** states that Bhamabai Balu Tapkir, Parvatibai Mahadev Garade, Manda Ganesh Shinde, Kunda Vijay Shinde executed a Release Deed dated 28/03/2006 bearing Document No. 2572/2006 in favour of Pandit Vitthal Bhondve and Manohar Vitthal Bhondve. The said Mutation was certified on 18/02/2008 by Circle Officer, Chinchwad.

16. **Mutation Entry No. 6317** states that Sahadu Namdev Bhondve and Baidabai Pandit Vinode executed a Release Deed dated 17/01/2008 bearing Document No. 589/2008 and released all their rights in the said land in favour of Sopan Namdev Bhondve, Balu Namdev Bhondve and Kaluram Namdev Bhondve. The said Mutation was certified on 16/05/2008 by Circle Officer.

17. **Mutation Entry No. 7044** states that Makabai @ Mathabai Namdev Bhondve expired on 29/01/2002 leaving behind her legal heirs namely: Sahadu Namdev Bhondve, Sopan Namdev Bhondve, Balu Namdev Bhondve, Kaluram Namdev Bhondve- Sons and Baidabai Pandit Vinode- daughter. Sahadu Namdev Bhondve and Baidabai Pandit Vinode executed a Release Deed dated 17/01/2008 bearing Document No. 589/2008 and released all their rights in the said land. Accordingly the names of Sopan Namdev Bhondve, Balu Namdev Bhondve, Kaluram Namdev Bhondve were kept as it is in the record of rights and the names of Makabai @ Mathabai Namdev Bhondve, Sahadu Namdev Bhondve and Baidabai Pandit Vinode were deleted. The said Mutation was certified on 22/02/2010 by Circle Officer.

18. Dnyandev Bansi Shendkar executed an Agreement (Sathekhat) dated 02/02/2015 in favour of M/s. AUM Developers through its partner Anil Shamandas Aswani for an area admeasuring 1500 Sq. Fts. i.e. 157.99 Sq. Mtrs. That according to the said Agreement M/s. AUM Developers have agreed to allot a Flat admeasuring 1150 Sq. Fts (carpet) to Dnyandev Bansi Shendkar inform of consideration. That along with the said Agreement Dnyandev Bansi Shendkar has also executed a Power of Attorney in favour of M/s. AUM Developers. The said Agreement and Power of Attorney were registered on 02/02/2015 before Sub-registrar Haveli No. 5 at Serial No. 1077/2015 and 1078/2015 respectively.

19. Rajendra Tukaram Patil executed an Agreement (Sathekhat) dated 02/02/2015 in favour of M/s. AUM Developers through its partner Anil Shamandas Aswani for an area admeasuring 1000 Sq. Fts. i.e. 92.93 Sq. Mtrs. i.e. 01 R. That according to the said Agreement M/s. AUM Developers have agreed to allot a Flat admeasuring 800 Sq. Fts (carpet) to Shri. Rajendra Tukaram Patil inform of consideration. Along with the said Agreement Rajendra Tukaram Patil has also executed a Power of Attorney in favour of M/s. Aum Developers. The said Agreement and Power of Attorney were registered on 02/02/2015 before Sub-registrar Haveli No. 5 at Serial No. 1079/2015 and 1080/2015 respectively.

20. Kishor Devidas Shinde executed an Agreement (Sathekhat) dated 02/02/2015 in favour of M/s. AUM Developers through its partner Anil Shamandas Aswani for an area admeasuring 1500 Sq. Fts. i.e. 139.40 Sq. Mtrs. i.e. 01.5 R. That according to the said Agreement M/s. AUM Developers have agreed to allot a Flat admeasuring 1150 Sq. Fts (carpet) to Kishor Devidas Shinde inform of consideration. That along with the said Agreement Shri. Kishor Devidas Shinde has also executed a Power of Attorney in favour of M/s. Aum Developers. The said Agreement and Power of Attorney were registered on 02/02/2015 before Sub-registrar Haveli No. 5 at Serial No. 1081/2015 and 1082/2015 respectively.

21. Thus M/s. AUM Developers acquired development rights of 4500 Sq ft. land from Survey No. 150/1.

HISTORY OF SURVEY NO. 150/2/1 & 150/2/2.

1. That the **Mutation Entry No. 447** is regarding "Falni" of Survey No. 150 and their occupiers. The same are as follows:

Survey No.	Hissa No	Area		Assessment (Rs. & Paise)	Occupier
		Area Acre-Gunta	Potkharaba Acre-Gunta		
150	2	03-39	00-03	06.40	Aba Shripati Bhondve.

Hence as per the above mutation entry name of Shri. Aba Shripati Bhondve was recorded in the 7/12 extract of Survey No. 150/2.

2. **Mutation Entry No. 578** states that Aba Shripati Bhondve and others obtained loan from Pune District Co-op land mortgage Bank by executing a Mortgage Deed dated 23/10/1939 for a period of 10 years. Hence the name of Pune District Co-op. land mortgage Bank was recorded in the 7/12 extract of Survey No.150/2.

3. **Mutation Entry No. 695** states that Aba Shripati Bhondve repaid the loan amount on 28/03/1947 to Pune District Co-op. land mortgage Bank. Hence the name of Pune District Co-op. land mortgage Bank was deleted from 7/12 extract.

4. **Mutation Entry No. 1035** states that Aba Shripati Bhondve obtained loan from Kiwale V.K.S. Society on 20/06/1959. Accordingly name of Kiwale V.K.S. Society was recorded in other rights column of Survey No. 150/2.

5. **Mutation Entry No. 1223** is relating to tagai/loan.

6. **Mutation Entry No. 1337** states that Aba Shripati Bhondve obtained loan from Kiwale V.K.S. Society on 2/07/1968. Accordingly name of Kiwale V.K.S. Society was recorded in other rights column of Survey No. 150/2.

7. **Mutation Entry No. 1375** is concerned with the implementation of Weight and Measurement Act.

8. **Mutation Entry No. 1677** states that Aba Shipati Bhondve expired on 18/12/1973 leaving behind him following legal heirs:

i.	Madhukar Aba Bhondve	:	Son
ii	Sudhakar Aba Bhondve	:	Son
iii.	Kamlabai Baban Shelar	:	Daughter
Iv	Vimal Dinkar Gaware	:	Daughter
v.	Subhadra Shantaram Gaware	:	Daughter
vi.	Nanda Aba Bhondve	:	Daughter
vii.	Sanjana Aba Bhondve	:	Daughter
viii.	Anjanabai Aba Bhondve	:	Wife
ix.	Pandurang Ganpat Bhondve	:	Nephew
x.	Laxmibai Ganpat Bhondve	:	Sister in law

Accordingly the names of Madhukar Aba Bhondve and Pandurang Ganpat Bhondve was recorded as HUF manager having half (8 Ana) share each in 7/12 extract of Survey No. 150/2.

9. **Mutation Entry Nos. 2070 to 2083** are relating to the Sale Deeds executed by Madhukar Aba Bhondve, Sudhakar @ Balu Aba Bhondve and Pandurang Ganpat Bhondve. Likewise the said survey number is sub divided into various Hissas.

10. Bhausahab Genuji Waghere and Sudhir Genuji Waghere purchased an area admeasuring 00 H. 20 R. from Madhukar Aba Bhondve and Sudhakar Aba Bhondve vide Sale Deed dated 27/09/1991 which was registered before Sub-registrar Haveli-2 at Serial No. 15901/1991. Accordingly as per Mutation Entry No. 2666 the names of Bhausahab Genuji Waghere and Sudhir Genuji Waghere were recorded in 7/12 extract of Survey No. 150/2/2. Hence as per Mutation

Entry No. 2666 a separate Hissa i.e. 150/2/2 was given for an area admeasuring 00 H. 20 R. purchased by Bhausahab Genuji Waghere and Sudhir Genuji Waghere.

11. Bhausahab Genuji Waghere and Sudhir Genuji Waghere purchased an area admeasuring 00 H. 40 R. from Survey No. 150/2/1 from Pandurang Ganpat Bhondve, with the consent of Shankar Pandurang Bhondve vide Sale Deed dated 22/11/1993 which was registered on 23/11/1993 before Sub-registrar Haveli-5 at Serial No. 6192/1993. Accordingly as per Mutation Entry No. 2825 the names of Bhausahab Genuji Waghere and Sudhir Genuji Waghere were recorded in 7/12 extract of Survey No. 150/2/1.

12. That 1. Madhukar Aba Bhondve, 2. Sudhakar Aba Bhondve, 3. Sunanda Madhukar Bhondve, 4. Ganesh Madhukar Bhondve & 5. Nilesh Madhukar Bhondve executed a registered Partition Deed dated 24/03/1998 and thereby partitioned there properties i.e. Survey No. 130/3/1, 130/2/1, 150/2 & 129/3. Hence as per the said Partition Deed Survey No. 150/2/1 area admeasuring 00 H. 19 R. came to the share of Sudhakar Aba Bhondve. Accordingly as per Mutation Entry No. 4337 name of Sudhakar Aba Bhondve was recorded in the 7/12 extract of Survey No. 150/2/1 for an area admeasuring 00 H. 19 R.

13. **Mutation Entry No. 5096** states about charge of Income Tax Department of Rs. 1,54,17,516/- on the share of Bhausahab Genuji Waghere. Accordingly the said remark is recorded in other rights column of Survey No. 150/2/1.

14. **Mutation Entry No. 5691** states that Shri. Sudhakar Abaji Bhondve obtained loan of Rs. 1,00,000/- from Kiwale Ravet Society on 18/06/2003. Accordingly the said remark was entered in other rights column of Survey No. 150/2/1.

15. **Mutation Entry No. 6507** states that Shri. Sudhakar Aba Bhondve obtained loan from Kiwale V.K.S. Society. Accordingly name of Kiwale V.K.S. Society was recorded in other rights column of Survey No. 150/2/1.

16. **Mutation Entry No. 6533** states that Sudhakar Aba Bhondve has repaid the loan amount Rs. 1,00,000/- of Kiwale Ravet Society. Hence the remark of Loan is been deleted from Survey No. 150/2/1.

17. **Mutation Entry No. 6534** states that Madhukar Aba Bhondve has repaid the loan amount Rs. 2,00,000/- of Kiwale Ravet Society. Hence the remark of Loan is been deleted from Survey No. 150/2/1.

18. 1. Sudhakar Aba Bhondve, 2. Sangita Sudhakar Bhondve, for herself and for 3-5 being minor 3. Supranchi Sudhakar Bhondve, 4. Neha Sudhakar Bhondve & 5. Sourabh Sudhakar Bhondve executed a Development Agreement and Power of Attorney dated 03/03/2006 in favour of Shri. Jitendra Panraj Sonigara of

Survey No. 150/2/1 of an area admeasuring 00 H. 19 R. registered before Sub-registrar Haveli-18 at Serial No. 1624/2006 & 1625/2006 respectively.

19. Bhausahab Genuji Waghare & Sudhir Genuji Waghare with the consent of Shri. Uday Bhausahab Waghare executed a Development Agreement and Power of Attorney on 27/09/2007 of Survey No. 150/2/1 for an area admeasuring 00 H. 40 R., Survey No. 150/2/2 for an area admeasuring 00 H. 20 R. and other survey numbers in favour of M/s. Waghare and Aswani Associates through its partners 1. Shrichand Shamandas Aswani 2. Rajkumar Shamandas Aswani, 3. Anil Shamandas Aswani 4. Satish Shamandas Aswani, 5. Uday Bhausahab Waghare, 6. Bhausahab Genuji Waghare & 7. Sudhir Genuji Waghare which was registered on 03/10/2007 before Sub-registrar Haveli No. 15 at Serial No. 7343/2007 & 7344/2007 respectively.

20. i) Bhausahab Genuji Waghare, Sudhir Genuji Waghare, Uday Bhausahab Waghare, Kiran Bhausahab Waghare, Chetan Sudhir Waghare & Vishal Sudhir Waghare also executed an Agreement to Sale of Survey No. 150/2/1 for an area admeasuring 00 H. 40 R. in favour of M/s. AUM Developers through its partner Shrichand Shamandas Aswani which was notarized before Advocate and Notary Mr. C.B.Kawade on 28/12/2007 noted at Serial No. 114-E. The said document was not duly stamped. Hence thereafter M/s. AUM Developers applied to the Collector of Stamps, Pune City and paid the proper stamp duty of Rs. 5,00,000/- vide Case No. 42/08 on 31/12/2008.

ii) Bhausahab Genuji Waghare, Sudhir Genuji Waghare, Uday Bhausahab Waghare, Kiran Bhausahab Waghare, Chetan Sudhir Waghare & Vishal Sudhir Waghare also executed an Agreement to Sale of Survey No. 150/2/2 for an area admeasuring 00 H. 20 R. in favour of M/s. AUM Developers through its partner Shrichand Shamandas Aswani which was notarized before Advocate and Notary Mr. C.B.Kawade on 28/12/2007 noted at Serial No. 114-A. The said document was not duly stamped. Hence thereafter M/s. AUM Developers applied to the Collector of Stamps, Pune City and paid the proper stamp duty of Rs. 2,50,000/- vide Case No. 41/08 on 31/12/2008.

21. Bhausahab Genuji Waghare & Sudhir Genuji Waghare cancelled the Development Agreement and Power of Attorney dated 27/09/2007 which was executed in favour of M/s. Waghare and Aswani Associates through its partners 1. Shrichand Shamandas Aswani 2. Rajkumar Shamandas Aswani, 3. Anil Shamandas Aswani 4. Satish Shamandas Aswani, 5. Uday Bhausahab Waghare, 6. Bhausahab Genuji Waghare & 7. Sudhir Genuji Waghare and registered on 03/10/2007 before Sub-registrar Haveli No. 15 at Serial No. 7343/2007 & 7344/2007 respectively. The said Deed of Cancellation of Development Agreement and Power of Attorney was executed between the above mentioned parties and registered on 28/01/2009 before Sub-registrar Haveli No. 17 at Serial No. 752/2009.

22. After paying the abovementioned stamp duty, to complete the registration formalities Deed of Confirmation were executed:

i) Deed of Confirmation dated 23/01/2009 was executed by Bhausahab Genuji Waghere, Sudhir Genuji Waghere, Uday Bhausahab Waghere, Kiran Bhausahab Waghere, Chetan Sudhir Waghere & Vishal Sudhir Waghere in favour of M/s. AUM Developers through its partner Shrichand Shamandas Aswani and Dhanjibhai Mohanbhai Kabaria of Survey No. 150/2/1 for an area admeasuring 00 H. 40 R. The said Deed of Confirmation was registered on 28/01/2009 before Sub-registrar Haveli No. 17 at Serial No. 754/2009.

ii) Deed of Confirmation dated 23/01/2009 was executed by Bhausahab Genuji Waghere, Sudhir Genuji Waghere, Uday Bhausahab Waghere, Kiran Bhausahab Waghere, Chetan Sudhir Waghere & Vishal Sudhir Waghere in favour of M/s. AUM Developers through its partners Shrichand Shamandas Aswani and Dhanjibhai Mohanbhai Kabaria of Survey No. 150/2/2 for an area admeasuring 00 H. 20 R. The said Deed of Confirmation was registered on 28/01/2009 before Sub-registrar Haveli No. 17 at Serial No. 753/2009.

23. After all compliances Two Sale Deeds were executed between the parties: _

i) Bhausahab Genuji Waghere, Sudhir Genuji Waghere, Uday Bhausahab Waghere, Kiran Bhausahab Waghere, Chetan Sudhir Waghere & Vishal Sudhir Waghere sold the property from Survey No. 150/2/1 area admeasuring 00 H. 40 R. to M/s. AUM Developers through its partners Shrichand Shamandas Aswani and Dhanjibhai Mohanbhai Kabaria vide Sale Deed dated 23/01/2009, which was registered on 28/01/2009 before Sub-registrar Haveli No.17 at Serial No. 760/2009. That the name of M/s. AUM Developers through its partners Shrichand Shamandas Aswani and Dhanjibhai Mohanbhai Kabaria was recorded in the 7/12 extract by **Mutation Entry No. 6664**, which was certified on 06/05/2009 by Circle officer.

ii) Bhausahab Genuji Waghere, Sudhir Genuji Waghere, Uday Bhausahab Waghere, Kiran Bhausahab Waghere, Chetan Sudhir Waghere & Vishal Sudhir Waghere sold the property from Survey No. 150/2/2 area admeasuring 00 H. 20 R. to M/S. AUM Developers through its partners Shrichand Shamandas Aswani and Dhanjibhai Mohanbhai Kabaria vide Sale Deed dated 23/01/2009, which was registered on 28/01/2009 before Sub-registrar Haveli No.17 at Serial No. 759/2009. That the name of M/s. AUM Developers through its partners Shrichand Shamandas Aswani and Dhanjibhai Mohanbhai Kabaria was recorded in the, 7/12 extract by **Mutation Entry No. 6663**, which was certified on 29/05/2009 by Circle officer.

24. On 01/07/2010 Dhanjibhai Mohanlal Kabaria and other partners retired from the partnership firm and Anil Shamandas Aswani has been admitted as new partner in the Partnership firm.

25. **Mutation Entry No. 7682** states that as per the letter of Tax Recovery Officer, Range 8, Akurdi, Pune dated 09/03/2010, charge amount of Income Tax Department of Rs. 1,54,17,516/- is been paid hence the said remark of Tax department is deleted. The said Mutation Entry is been certified by Circle officer, Chinchwad on 20/05/2011.

26. 1. Shri. Sudhakar Aba Bhondve, 2. Sou. Sangita Sudhakar Bhondve, 3. Supranchi Sudhakar Bhondve, 4. Neha Sudhakar Bhondve & 5. Sourabh Sudhakar Bhondve through their Power of Attorney executed a Sale Deed dated 03/04/2013 in favour of M/s. AUM Developers through its partner Shrichand Shamandas Aswani of Survey No. 150/2/1 of an area admeasuring 00 H. 19 R. That the name of M/s. AUM Developers through its partner Shrichand Shamandas Aswani is been recorded in 7/12. extract of Survey No. 150/2/1 of an area admeasuring 00 H. 19 R. by Mutation Entry No. 8493, which is certified on 05/07/2013 by Circle officer, Chinchwad.

27. After perusal of the revenue records it seems Survey No. 150/2/2 is been divided twice inadvertently. As per Mutation Entry No. 2070 and as per Mutation Entry No. 2666 which was rectified and given numbers as 150/2/2A and 150/2/2B.

28. Thus M/s. AUM Developers became owner of Survey No. 150/2/1 area admeasuring 00 H 59 R and Survey No. 150/2/2A area admeasuring 00 H 20 R.

Common History

M/s. AUM Developers have obtained Demarcation Certificate from the office of Deputy Superintendent of Land Record Haveli in respect of Survey No. 149/1A vide ordinary M.R. No. 3277/10 on 11/05/2010.

M/s. AUM Developers have obtained Demarcation Certificate from the office of Deputy Superintendent of Land Record Haveli in respect of Survey No. 99P, 100P & 101P vide Urgent M.R.No. 4293/14 on 26/08/2014.

M/s. AUM Developers have obtained Demarcation Certificate from the office of Deputy Superintendent of Land Record Haveli in respect of Survey No. 150/2/1 & 150/2/2 vide Urgent M.R.No. 12046/15 on 10/04/2015.

M/s. AUM Developers have obtained Demarcation Certificate from the office of Deputy Superintendent of Land Record Haveli in respect of Survey No. 150/1 vide Regular M.R.No. 4574/15 on 18/12/2015.

M/s. AUM Developers have preferred plan on said properties and got building plan sanctioned from the office of Pimpri Chinchwad Municipal

Corporation vide No. B.P./Ravet/24/2015 on 02/07/2015 and have obtained Commencement Certificate in respect of the said properties.

M/s. AUM Developers have obtained N.A. Order from the office of Collector , Pune on 25/10/2016 by No. PCMC/NOC/SR/186/2015.

M/s. AUM Developers have preferred revised plan on said properties and got building plan sanctioned from the office of Pimpri Chinchwad Municipal Corporation vide No. B.P./Ravet/13/2017 on 15/03/2017 and have obtained Commencement Certificate in respect of the said properties.

M/s. AUM Developers have sold various plots from the said properties to various purchasers.

Thereafter, M/s. AUM Developers have preferred revised building plan on said properties and got building plan sanctioned from the office of Pimpri Chinchwad Municipal Corporation vide No. B.P./Ravet/73/2021 on 30/06/2021 and have obtained Commencement Certificate in respect of the said properties.

The Promoter herein has appointed **Ankur Associates** as their Architect and **M/s. G. A. Bhilare Consultant Pvt. Ltd.** as their R.C.C. Consultants and has accepted the professional supervision of Architects and the Structural Consultant till the completion of the buildings but the Promoter herein has reserved the right to change such Architects and Structural Consultant before the completion of the buildings if promoters so decide.

- A) AND WHEREAS the Promoters has accordingly commenced construction of the said building in accordance with the said plans project by Name **"Miravet District Ph – I "**
- B) AND WHEREAS the Allottee/s with a views to require a Flat / Shop in the said Project and Building demanded from the Promoters and the Promoters had given inspection to the Allottee/s of all documents of title relating to the said land, the said orders/ permissions/ Certificate, the Plans, the designs and specifications as per prepared by the Promoter's Architect & Structural Engineer and such other documents as are specified under THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT 2016 and the rules made there under.
- C) AND WHEREAS the Allottee/s after satisfying his/her/themselves about the nature of title, the plans etc. applied to the Promoters for the allotment of Flat No. —..... situated on the Floor in the project **" Miravet District Ph – I "** being constructed upon property mentioned at Schedule-I.
- D) AND WHEREAS relying upon the said application, the Promoters has agreed to sell to the Allottee/s **Flat No. Floor – Floor** for **Rs./- (Rupees Only)** at the price which

is unit price for Carpet area and the area mentioned is for the purpose of paying Stamp duty as Prescribed by the registration authorities and this is not Sq. Ft. or Sq. Mtr. deal but a package deal and on the terms and conditions herein after appearing.

- E) AND WHEREAS at the time of execution of these presents the Allottee/s has / have paid to the Promoters a sum of **Rs./- (Rupees Only)**, being the part payment of the sale price of the Flat agreed to be sold by the Promoters to the Allottee/s as advance payment (the receipt and payment whereof the Promoters does hereby admit and acknowledge) and the Allottee/s has agreed to pay the Promoters the balance of the sale price in the manner as set forth in clause 2 hereinafter appearing.
- F) AND WHEREAS the Promoters/Owners have registered the project by name " **Miravet District Ph – I** "under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at **RERA Registration No.**
- G) AND WHEREAS under Section 13 of the said Act of 2016, the Owners/Developers are required to execute Written Agreement for Sale of the Said Flat to the respective Allottee/s being in fact these presents and also to register the said agreement under Registration Act.

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

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Promoters agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase, the following Apartment/Flat/Unit:

a)	Unit	: -	Flat
b)	Bearing No.	:	
c)	Floor	:	
d)	Actual Carpet area	:	
e)	Adjacent Terrace area	:	
f)	Enclosed Balconies	:	
g)	Dry Terrace Carpet	:	
h)	Open Space	:	
i)	Name of Project	:	Mi Ravet Phase - 1
j)	Parking	:	

For the total price **Rs./-** (**Rupees Only**) towards the amount being consideration of the Said Apartment/Flat. The Allottee/s has/have paid to the Developers a sum of **Rs./-** (**Rupees.Only**) on or before the execution of this Agreement and hereby agrees to pay to the Developer **balance amount** of purchase price of price **Rs..... /-** (**Rupees Only**) in the following manner:

SR.NO	Milestone	Payment Schedule %
1	Application Money	10%
	Stamp Duty, Registration, GST @ Agreement	
2	Within 15 Days of Agreement Execution	15%
3	Completion of Plinth	15%
4	Completion Of 1st slab	5%
5	Completion Of 3rd slab	5%
6	Completion Of 5th slab	5%
7	Completion Of 7th slab	5%
8	Completion Of 9th slab	5%
9	Completion Of 11th Slab	5%
10	Completion Of 13th Slab	5%
11	Completion Of 15th slab	5%
12	Comencement Of Concern floor Brick Work	5%
13	Comencement Of Concern floor Paster	5%
14	Comencement Of Concern floor Flooring	5%
15	On or Before Possession	5%
	TOTAL	100%

IT IS EXPRESSLY AGREED THAT FOR EACH OF THE ABOVE PAYMENTS TIME IS ESSENCE OF THE CONTRACT. It is hereby agreed that the purchaser shall not be entitled to claim possession of the said flat until the entire consideration and all other deposits including all the money payable to the Promoters/ developers whether under this agreement or otherwise are paid in full.

AND WHEREAS the Purchaser’s have to pay over and above the total price mentioned in point 1.1) O) above, the amount of **Rs /-** (**Rupees Only**) as **GST**.

The Total Price above is exclusive of all expenses for stamp duty, registration charges, taxes, society formation charges, deposit, maintenance charges and other incidental charges and the same shall be

payable by the purchaser/Allottee as and when demand thereof is made by the promoters/owners before possession.

The Allottee/s specifically agrees that the agreed sale price does not include any taxes and that due to any interpretation or amendment or any other reason/s the transaction covered by this agreement is held subject to tax under Sales Tax Law (including any payment required to be made by the promoters or recovered from the Promoters or for which the Promoters are liable towards the Maharashtra Sales Tax on Transfer of property in goods involved in the execution of works contract or under any other statutory modification or enactment thereof or any other State or Central Act) or any other tax such as GST, Service Tax/VAT/Etc. becoming/levied on this transaction, then in that event the Allottee/s along shall be liable for any taxes levied in the past, present or future on this transaction, payable by the Promoters to the Government, Municipal Corporation, other local or public body or authority, the same shall be borne and paid by the Purchasers/Allottee/s to the relevant authority before due dated within 7 (Seven) days from the date of intimation by the Promoters to the Purchaser or reimbursed/paid to the Promoters as the case may be. In any event any taxes/cess/charges being levied in respect of the present transaction retrospectively the same shall be liable to be borne by the Purchaser/Allottee/s.

The Promoters shall periodically intimate in writing to the Allottee/s, the amount payable as stated in (1.1) above and the Allottee/s shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost/charges imposed by the competent authorities, the Promoters shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters.

If there is reduction in the carpet area then the Promoters shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as stated in (1.1) above. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

The Promoters agrees and acknowledges, the Allottee/s shall have the right to the Flat/Unit/Apartment as mentioned below:

- (i) The Allottee/s shall have exclusive ownership of the Apartment/flat;
- (ii) The Allottee/s shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee/s in the Common Areas is undivided and cannot be divided or separated, the Allottee/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoters shall hand over the common areas to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para [redacted] etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
- (iv) The Allottee/s has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be.

It is made clear by the Promoters and the Allottee/s agrees that the Apartment along with 1 Slot of Covered Parking shall be treated as a single individual unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee/s. It is clarified that Project facilities and amenities shall be available only for use and enjoyment of the Allottee/s of the Project.

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee/s, which it has collected from the Allottee/s, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee/s or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee/s, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

2) MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoters abiding by the construction milestones, the Allottee/s shall make all payments, on written demand by the Promoters, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (RTGS/NEFT) in favour of AUM DEVELOPERS ' (Bank - Bank, Branch - Wakad, Bank A/C Type - Current, Bank A/C No –....., IFSC Code)

3) COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter/s accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee/s shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee/s only.

4) POSSESSION OF THE APARTMENT/FLAT

The Promoters assures to hand over possession of the Apartment/Flat on or before **31st December 2025 (For Wing No. A - December 2025), (For Wing No. B and C - December 2023) and (For Wing No. D - December 2024)** unless there is delay or failure due to:

- (i) Non-availability of steel, cements, 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 in respect of and affecting the said development.
- (iv) Changes in any Rules, Regulations and Bye-Laws of the various statutory bodies and authorities from time to time then affecting the development and the project.
- (v) Delay in grant of any NOC/permission/license connection/installation of any services such as lifts, electricity and water connections and meters to the Scheme, Road NOC or completion certificate from appropriate authority.
- (vi) Delay or default in payment of dues by the Unit Purchaser (without prejudice the right of promoter to terminate this agreement under clause above)
- (vii) Pendency of any litigation.
- (viii) Any act beyond the control of the promoter.
- (ix) Any Delay due to Epidemic or Pandemic situation.

If, however, the completion of the Project is delayed due to the aforesaid reasons/conditions then the Allottee/s agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the Apartment/Flat. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Promoters to implement the project due to afore said reasons/conditions, then this allotment shall stand terminated and the Promoters shall refund to the Allottee/s the entire amount received by the Promoters from the allotment within 45 days from that date. The promoters shall intimate the allottee/s about such termination at least thirty

days prior to such termination. After refund of the money paid by the Allottee/s, the Allottee/s agrees that he/she shall not have any rights, claims etc. against the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession - The Promoters, upon the payment made by the Allottee/s as per this Agreement shall offer in writing the possession of the Apartment/Flat, to the Allottee/s in terms of this Agreement to be taken within three months from the date of issue of such notice and the Promoters shall give possession of the said Apartment/Flat to the Allottee/s. The Promoters agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee/s, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoters/association of Allottees, as the case may be. The promoters shall hand over the Completion/Occupancy Certificate of the Apartment as the case may be, to the Allottee/association at the time of conveyance of the same.

Failure of Allottee to take Possession of Apartment/Flat - Upon receiving a written intimation from the Promoters as per para 4.2, the Allottee/s shall take possession of the Apartment/Flat from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment/Flat to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in para 4.2, such Allottee/s shall continue to be liable to pay maintenance charges as specified herein below.

Possession by the Allottee - After obtaining the Occupancy/Completion certificate and handing over physical possession of the Apartment/Flat to the Allottee/s, it shall be the responsibility of the Promoters to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws.

Cancellation by Allottee – The Allottee/s shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee/s proposes to cancel/withdraw from the project without any fault of the promoters, the promoters herein are entitled to forfeit 10% of the Apartment/Flat value. The balance amount of money paid by the Allottee/s shall be returned by the promoters to the Allottee/s within 45 days of such cancellation.

5) REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

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

- (i) The Promoters has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoters has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment/Flat are valid and subsisting and have been obtained by following due process of law.
- (iv) The Promoters 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/s created herein, may prejudicially be affected;
- (v) At the time of execution of the conveyance deed the Promoters shall handover lawful, vacant, peaceful, physical possession of the Apartment/Flat to the Allottee and the common areas to the association of Allottees;

6) CONVEYANCE

The Promoters, shall execute a conveyance deed and convey the title of the sold Apartments/Flats together with proportionate individual share in the Common Areas within 3 months from the date of issuance of the Occupancy Certificate and the completion certificate, as the case may be, to the Allottees/Association of Allottees. However, in case the Allottee/Association of Allottees fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottees/Association of Allottees authorizes the Promoters to withhold registration of the conveyance deed till payment of stamp duty and registration charges to the Promoters is made by the Allottees/Association of Allottees.

7) DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters as per the agreement for sale relating to such development is brought to the notice of the Promoters within a period of 5 (five) years by the Allottee/s from the date of handing over possession of the Apartment/Flat, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee/s shall be entitled to receive appropriate compensation in the manner as provided under the Act. The word "defect" herein above stated shall mean only the manufacturing defect caused on account of willful neglect of the Promoters themselves and shall not mean defects caused by

normal wear and tear, negligent use of the premises by the Allottee/s, abnormal fluctuation in the temperature, abnormal heavy rain etc.

8) RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoters/maintenance agency/association Allottees shall have rights of unrestricted access of all Common Areas, garages/ Covered Parking and parking spaces for providing necessary maintenance services and the Allottee/s agrees to permit the association of Allottees and/or maintenance agency to enter into the Apartment/Flat or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

9) USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee/s shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

10) GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to para 4 above, the Allottee/s shall, after taking possession, be solely responsible to maintain the Apartment/Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment/Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment/Flat and keep the Apartment/Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottee/s further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/s shall not

store any hazardous or combustible goods in the Apartment/Flat or place any heavy material in the common passages or staircase of the Building. The Allottee/s shall also not remove any wall, including the outer and load bearing wall of the Apartment/Flat.

The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

Till a separate meter or water meter is installed /allotted by MAHADISCOM/PCMC, the Allottee/s herein agrees to bear and pay punctually the amount and the charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities.

The Allottee/s has to bear and pay the local taxes, NA taxes, water charges, insurance and such other levies, if any, from the date of possession in respect of the said unit and also any increased taxes, insurance etc. which are imposed by the concerned local authority, and or Government and / or other public authority on account of change of user of SAID FLAT / UNIT by the Allottee/s viz. User for any purposes other than that it is approved for.

The Allottee/s shall not let, sublet, transfer, assign or part with purchaser's interest or benefit factor of this Agreement or part with the possession of the SAID FLAT / UNIT until all the dues payable by the Allottee/s to the Promoters under this Agreement are fully paid up.

If the Allottee/s desires to fit grills to the balconies or terrace attached to the unit and or windows then he shall do so at his own cost only as per the designs and specification approved by the Promoters and in the event of the Promoters carrying out any work of additions and/or alteration as per the instruction of the Allottee/s, the Purchaser/Allottee/s shall keep the promoters harmless and indemnified from all or any actions if taken by any person or authority or incidents thereof. The promoters shall not be bound to obtain completion certificate/occupation certificate as per such additions or alterations which work shall be done by the Purchaser at his own cost and risk.

11) OBSERVANCE OF ALL CONDITIONS IMPOSED BY LOCAL AUTHORITY

It is hereby agreed that subject to the terms of this agreement the Promoters and the Allottee/s shall observe, perform and comply with all terms and 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 any time thereafter or at the time of granting the completion certificate. The Allottee/s shall not be entitled to claim the possession of the said unit until the completion certificate in respect of the said unit is received by the promoters and Allottee/s pays all dues payable under this agreement in respect of the said unit to the Promoters and has paid necessary deposits and sign the possession documents.

12) F. S. I.

It is hereby declared that sanctioned plan/s have been shown to the Allottee/s and floor space index (FSI) available is shown in the said plan/s. Similarly, the floor space index, if any, utilized as floating floor space index or in any manner i.e. to say transfer from the said land or floor space index of some other property used on the said land is also shown in the plan/s. In this Agreement, the word FSI or floor area ratio shall have the same meaning as understood by the planning authority under its relevant building regulations or bye laws. The Promoters shall be entitled to float FSI of the property in the present scheme to any other property and vice-versa, if so permitted by the concerned authority. The Promoters shall also be entitled to use the FSI of internal roads, road widening FSI, TDR etc. on the said building.

13) DISCLOSURE AS TO TITLE

The Promoters had made full and true disclosure of the nature of their right and interest in the said property/land as well as encumbrances, if any, known to the Promoters. The Promoters has also disclosed to the Allottee/s the nature of their right, title, interests or right to construct building. The Promoters has also given inspection of all the documents to the Allottee/s as required by law. The Developers has also requested the Allottee/s to carry out the search and to investigate the title by appointing his/her/their own Advocate. The Allottee/s having acquainted himself/herself/themselves with all the facts and the nature of right of the Promoters & only then have entered into this agreement. The Allottee/s hereinafter shall not be entitled henceforth to challenge the title or question the right/authority of the Promoters in respect of the said land and to enter into this agreement at any stage of the implementation of the scheme. The Promoters shall be at liberty to sale, assign or transfer or mortgage or otherwise deal with its title and interest in the said land and building construed without affecting the rights granted in favor of the Allottee/s in respect of the Apartment/Flat/unit agreed to be purchased by him as per the terms of the Agreement.

14) INTEREST ON AMOUNT DUE

Without prejudice to the right of the Promoters to take action for breach arising out of the delay in payment of the installment on the due dates, the Allottee/s shall be bound and liable to pay interest at the rate of 18% (Eighteen Percent) per annum or part thereof monthly interest, on all the amounts which become due and payable by the Allottee/s to the Promoters till the date of actual payment, provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the Right of the Promoters under this Agreement, nor shall it be constructed as condonation of the delay by the Promoters against delay in payments by the Allottee/s.

15) TERMINATION OF DEFAULT IN PAYMENT AND BREACH OF CONDITIONS

On the Allottee/s committing default in payment on due dates of any amount of installment payable under this agreement or any amount due and payable under this agreement (Including his / her proportionate share of taxes levied by concerned local authority and other outgoing, deposits) and on the Allottee/s committing breach of any of the terms and conditions herein contained the Promoters shall be entitled at his own option to terminate this Agreement. Provided always that the power of termination herein before contained shall not be exercised by the Promoters unless 15 days prior notice in writing of this 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 and default shall have been made by the Allottee/s in remedying such breach or breaches within a reasonable time after giving of such notice. Provided further that upon termination of this Agreement as aforesaid the Allottee/s shall apply for refund and the Promoter shall refund to the Allottee/s, the installments of agreement cost of the Said Flat / Unit which might have till then paid by the Allottee/s to the Promoters after deducting 10% of the unit value as the administrator have expenses, incurred and damages / loss suffered by the Promoters. The aforesaid amount shall be paid by the promoters to the purchaser after resale of the said unit to the other Allottee and in any case the Promoters shall not be liable to pay to the Allottee/s any interest on the amount so refunded. That upon termination of this Agreement and/or on refund of the aforesaid amount after aforesaid deductions by the Promoters, the Promoters shall be at liberty to dispose off and sell the Said Flat / Unit to such person and at such price as the Promoters may in their absolute discretion think fit.

16) AMENITIES PROVIDED

The specifications of the said unit and the fixture, fittings and amenities to be provided by the Promoters to the said are unit as described in this Agreement in Schedule (List of Amenities) hereunder written. The Allottee/s shall not be entitled to any extras. If any other extra fittings,

fixtures or amenities are provided by the Promoters on the request of the Allottee/s, then the Allottee/s shall be bound to pay the extra price for such additions and all such bills raised by the Promoters shall be final and the Allottee/s shall not dispute the same. The Allottee/s shall not deem any changes in the plan of the unit annexed herewith. The Promoters shall not refund any amount for deleting any item of specification and amenities on request of the Allottee/s.

17) MAINTENANCE

The monthly maintenance will start from the date of intimation letter given to the Allottee/s that Possession for Interior is ready OR any of the Allottee/s takes the possession for interiors OR from the date of Completion certificate by the local authority, whichever is earlier. The Flat /unit Allottee/s shall be liable to bear and pay the monthly maintenance as per the proportionate share (i.e. in proportion to the floor area of the flats /units or in lump-sum monthly amount) of outgoings in respect of the said land and building/ buildings 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 Association of Apartment Owners/Co-Operative housing society/body of the flat/unit holders is formed and registered and the said land and building/s or the administration of the building/s is handed over or transferred to it, the flat /unit Allottee/s further agrees that till the flat/unit Allottee/s share is so determined the flat / unit Allottee/s herein shall pay to the Promoters or to such person as may be nominated by the Promoters provisional contribution of **Rs./-** (Rupees **Only**) for **18 months** starting from the date of possession. During the continuance of the scheme the maintenance charges paid by the Allottee/s after occupying the flat / unit agreed to be sold to him, her, them or are, are never sufficient to cover the expenses of maintenance of the common areas and facilities since there are some unsold units from whom charges cannot be collected. If any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the flat / unit Allottee/s to the Promoters or concerned person prior to the final conveyance deed as aforesaid. The flat Allottee/s undertake/s to pay such provisional monthly contribution as decided by the Promoters. The Promoters is not liable to give any account of the expenses incurred for the aforesaid purposes. The Promoters shall maintain the said project until the formation of Co-operative Society / Societies / Federation or Completion of project or as and when the Promoters confirms that all the work in the said project is completed whichever is earlier. In that event the Promoter calls the flat / unit holders to take the charge of the said Maintenance of the said project and it will be their sole responsibility. In case flat/unit Allottee/s fails / neglects to take the charge of the maintenance of the said

project, in that event the Promoters will stop the maintenance of the said project and will not be responsible for anything/consequences arising out of the said maintenance. The Promoters at its discretion and option shall be entitled to enter into agreement with any person / company / agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof. Even after formation of Co-operative Housing Society / Societies/ Federation, the flat/ unit Allottee/s shall be bound by the said contract.

18) PURPOSE OF USE OF TENEMENT

The Allottee/s shall use the said Apartment/Unit or any part thereof or permit the same to be used only for the purpose permitted by local authority.

19) FORMATION OF ORGANISATION

- H)** The Promoters has already made aware his intention of subjecting the property and building to the provisions of Maharashtra Apartment Act, 1970 and that the present Allottee/s along with other Allottee/s of the various Residential Accommodations in the entire set up or project or as may be decided by the Promoters in two or more phases shall join in forming and registering the Condominium of Apartment Holders or Co - operative Society to be known by name "**Miravet District Ph – I**" as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and / or membership and other papers and documents necessary for the formation and the registration of the Condominium of apartment Holders or Co - operative Society and for becoming a member including the bye - laws of the proposed CO - OPERATIVE HOUSING SOCIETY or CONDOMINIUM OF APARTMENT HOLDERS and duly fill in, sign and return to the Promoters within three days of the same being forwarded by the Promoters to the unit Allottee/s so as to enable the Promoters to register the said organization of the tenement purchasers as provided in Section 11 clause (3)(e) of THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016. No objection shall be taken by the Allottee/s if any change or modification are made in the draft, bye - laws as may be required. It is specifically agreed between the parties hereto that even if before Completion of the entire scheme or sale of all units should the Maharashtra Apartment Ownership Act 1970 be registered, then for the unsold premises the Promoters shall not be liable or required to contribute towards the common expenses for maintenance charges or any amount any head.

20) CHANGE IN NAME OF AREA, BUILDING OR ELEVATIONS ETC.

I) That the common name for the area on which constructions of the proposed buildings are to be made, shall always remain " **Mi Ravet Phase - 1** " and this name shall hereafter remain irrevocable by the Allottee/s. That, the elevation of the proposed buildings shall remain the same and shall not be liable to be modified, altered or changed by the Allottee/s and the color combination of the exterior portion shall always remain the same. The Allottee/s shall accordingly in case of fixing grills, safety door, air-conditioners shall strictly comply with the designs provided by the Promoters and the same is to be affixed at the conspicuous place as may be directed by the Promoters. Provided further that the Allottee/s shall not carry out any alteration of whatsoever nature in the said unit or in the fitting therein, in particulars it is hereby agreed that Allottee/s shall not make any alteration in any of the fitting, pipes, water supply connections or any of the erection in the bathroom as this may result in seepage of water. If any of such works are carried out without the written consent of the Promoters, the defect liability automatically shall become void.

21) PARKING FACILITES

The Allottee/s is provided with One Slot of Covered Car Parking facility and the Allottee/s can use the said premises for own vehicle Parking purpose only. The said area is strictly to be used only for the purpose of vehicle parking and the same shall not be used for any storing/keeping any other goods/articles.

22) PROMOTERS TO UTILISE THE SUM FOR SPECIFIED PURPOSE

The Allottee/s shall pay to the Developer expenses for meeting all legal costs, charges and expenses including professional costs of the Advocate of the Promoters in connection with the formation of the said Condominium, preparing its rules, regulations and bye - laws and the cost of preparing and engrossing this Agreement and the conveyances or assignment of lease.

23) SPECIAL RIGHT OF THE PROMOTERS

The Promoters has specifically mentioned other common facilities and amenities that will be used by the exclusive Flat Purchasers along with the other Purchasers of various tenements proposed to be constructed in the form of multi - storied building and in that case the terrace or terraces, if any, of the building or buildings constructed on the said land hereditaments and premises including the parapet walls, open spaces and side margins shall always be the exclusive property of the Promoters. It is further agreed by and between the parties that if the permitted floor space

index density is not consumed in the building being put up and / or at any time further construction or additional F.S.I. is made available due to change or modifications in D.C. Rules on the said plot is allowed the Promoters shall always have the right to put additional storey and / or consumed the balance / additional floor space index in any manner, the Promoters may deem fit and in case of area under road widening, F.S.I. is available or any other F.S.I. that may be allowed to the Promoters either from the said referred property or the adjacent property or by TDR (Transfer of Development Rights) of the Promoters then the same is to be utilized by the Promoters in the same building without obtaining any clearance / N.O.C. from the Allottee/s or the Condominium of Apartments. The Deed of Conveyance of the said Plot to the Condominium of Apartments hereinafter mentioned shall be made subject to aforesaid reservations.

24) NO GRANT TILL CONVEYANCE

Nothing contained in this Agreement is intended to be not shall be construed as a grant, demise or assignment in laws of the SAID FLAT/UNIT or of the said plot and building or any part thereof. The Allottee/s shall have no claim save and except in respect of the SAID FLAT/UNIT hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreations, spaces etc. will remain the property of the Promoters, till final conveyance of the entire property/Land.

25) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES

That the terrace above the building shall be exclusively in possession of the Promoters and they can and are allowed to install any hoardings, Towers, etc. on the said buildings. Hereto that the terrace/Balcony adjoining adjacent to respective Flat shall always exclusively belong to that respective Flat Allottee/s only.

26) GOVERNING LAW

This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act 1970 or the Real Estate (Regulation and Development) Act, 2016 and as amended time to time and the rules made there under and the Courts at Pune will have the exclusive jurisdiction for this Agreement.

27) STAMP DUTY & REGISTRATION CHARGES

The said Flat/unit is located at Survey No. 100,101,149 & 150 of Village Ravet. The consideration of the said Apartment/Flat is Rs.

...../- (Rupees Only) and accordingly the Stamp Duty of **Rs/- (RupeesOnly)** is paid thereon.

Sub Division	Open Plot	Residen tial House	Office	Shop	Industria l	Unit. (Rs____ /-)	Atribut e
13/2- The area which is excluded from the land acquisition, but the control of the management of the Authority is under control and the remaining areas (residential section)	15770	55860	56140	59180	0	Sq. M	Survey No.

This agreement is executed by the parties hereto under the Real Estate (Regulation and Development) Act, 2016 and stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule-1, Article 25 (d). The Flat Allottee/s herein has paid the appropriate stamp duty along with appropriate registration charges herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, livable on the conveyance, which is to executed by the Promoters herein in favor of the Unit Purchaser in which Unit Purchaser will be the member in respect of the said Unit. If additional stamp duty is required to be paid at the time of conveyance the same shall be paid by the Flat Purchaser/Allottee.

- 28) It is specifically agreed between the Parties that after the Association of Apartment/Flat Holders of all the unit holders is formed and registered and conveyance completed the Promoter shall and will not be liable or required to pay any transfer fee, entrance fee, or any fee or charges under any head and also shall and will not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold units. Also the Allottee/s of such units shall be liable to pay maintenance from the date of allotment and delivery of possession.

29) CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee/s has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/Flat and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoters. The Promoters shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities.

30) COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

The Parties are entering into this Agreement for the allotment of an Apartment/ Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

31) ADDITIONAL CONSTRUCTIONS

The Allottee/s hereby gives/give his/her/their consent to the Promoters herein to carry out such alteration, modification, in the sanctioned plan/s of the building and/or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the local authority, competent authority or Government or any office of any local authority.

Provided that the promoters shall have to obtain prior consent in writing of the purchaser if such alteration and modification adversely affect the construction of the unit hereby agreed to be sold. The purchaser/s herein shall have no right to withhold such permission without any reasonable cause and shall give such permission as and when required by the Promoters herein.

32) ENTIRE AGREEMENT

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

33) RIGHT TO AMEND

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

34) PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES

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

35) WAIVER NOT A LIMITATION TO ENFORCE

Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and condition of this agreement by the Purchaser/Allottee nor shall the same in any manner prejudice the rights of the Promoters. The Promoters have not undertaken any responsibility nor have they agreed anything with the Allottee/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoters other than the terms and conditions expressly provided under this Agreement.

36) 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 or 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.

37) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

38) 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.

39) PLACE OF EXECUTION

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

40) NOTICES

That all notices to be served on the Allottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s by Registered Post/ notified Email ID given below:

Mail ID:,

It shall be the duty of the Allottee/s of any change in address subsequent to the execution of this Agreement in the above address by Registered Post/notified Email ID, failing which all communications and letters posted/couriered at the above address shall be deemed to have been received by the Allottee/s.

41) JOINT ALLOTTEES

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

42) DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be referred to the Authority as per the provisions of the Real

Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

SCHEDULE – I
(Description of Properties/Land)

All the piece and parcel of the properties bearing.....

- A. Survey No. 100 Hissa No. **1/1** area admeasuring 00 H. 10 R.
- B. Survey No. 100 Hissa No. 1/2 area admeasuring 00 H 69 R + 00 H 11 R Potkharaba, total area admeasuring 00 H. 80 R
- C. Survey No. 101 Hissa No. **1** area admeasuring 03 H. 45.31 R. out of total area admeasuring 04 H. 44 R.,
- D. Survey No. 101 Hissa No. **1** area admeasuring 00 H. 84 R. out of total area admeasuring 04 H. 44 R.
- E. Survey No. 149 Hissa No. **1A** total area admeasuring 02 H. 13 R. + 00 H. 03 R. Potkharaba, total area admeasuring 02 H. 16 R. out of it area admeasuring 01 H. 33 R.
- F. Survey No. 150 Hissa No. 1 area admeasuring 01 H. 55 R. + 00 H. 03 R. Potkharaba, totally area admeasuring 01 H. 58 R. out of which area admeasuring 00 H. 80 R. from northern side, an area admeasuring 4500 Sq ft.
- G. Survey No. 150 Hissa No. **2/1** area admeasuring 00 H. 56 R. + 00 H. 03 R. Potkharaba, totally area admeasuring 00 H. 59 R.
- H. Survey No. 150 Hissa No. 2/2(A) total area admeasuring 00 H. 20 R.

All properties situated at Village **Ravet**, Taluka Haveli, Dist. Pune, and within the local limits of Pimpri Chinchwad Municipal Corporation and within the limits of Sub-Registrar Haveli.

On or towards EAST	:
On or towards WEST	:
On or towards NORTH	:
On or towards SOUTH	:

SCHEDULE- II (Description of Apartment/Flat/Unit)

a)	Unit	: -	Flat
b)	Bearing No.	:	
c)	Floor	:	
d)	Actual Carpet area	:	
e)	Adjacent Terrace area	:	
f)	Enclosed Balconies	:	
g)	Dry Terrace Carpet	:	
h)	Open Space	:	
i)	Name of Project	:	Mi Ravet Phase-1
j)	Parking	:	

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

PROMOTERS/OWNERS

NAME& DETAILS	PHOTO	THUMB	SIGNATURE
1. M/s. AUM DEVELOPERS Through its Partners, A MR. SHRICHAND SHAMNDAS ASWANI B MR. ANIL SHAMANDAS ASWANI For themselves & as a Power of Attorney Holder of Consenting Party PROMOTER			

2. M/s. SHREE SIDDHI VINAYAK DEVELOPERS Through its Partners, A. MR. SHRICHAND SHAMNDAS ASWANI B. MR. ANIL SHAMANDAS ASWANI			

PURCHASER/ALLOTTEE/S

NAME & DETAILS	PHOTO	THUMB	SIGNATURE
1.MRS.			
2.MR.			

WITNESSESS

1.)Sign :
Name :
Address :

2) Sign :
Name :
Address :

*LIST OF AMENITIES *

1. Structure : Standard R.C.C. frame structure of high Quality & Earth quake Resistance.
2. Masonry : High quality AAC Block 6” thick for external and internal wall.
3. Plaster : External Wall with sand faced plaster and internal wall Tar Plaster with Gypsum finish.
4. .Flooring : 800 mm x 800 mm vitrified tiles in flat, Glazed tile dado upto lintel Height for Toilet Dado 600mm x 300mm, Toilet Flooring 300mm x 300mm Anti Skid.
5. Kitchen : Granite Otta with stainless steel Kitchen Sink. for main platform & Glazed tile dado upto lintel level - Kit. Dado 600 mm x 300 mm.
6. Plumbing : Concealed plumbing with Branded make Fittings and sanitary ware Hindware Or Equal & C.P. – Standard Make, Jaguar Or Equal.
7. Electrification : Concealed electrification with Branded make ISI mark cables - Polycab Make or Equal..Provision of telephones & TV connections in living & master Bed room. Electrical Switches Make – Legend or Equal.
8. Doors : Laminated main entrance door with Europa Lock & Bed Door with cylindrical lock. Granite door frame with waterproof doors (FRP) for bathrooms. & F.D. For Terrace
9. Windows : Three tracks Powder coated aluminium sliding window with mosquito net & safety grills & S.S.Railing for Terrace.
10. Painting : Interior walls with OBD and External walls with acrylic Apex paint.

Note: The aforesaid specifications are general and will be provided in the residential accommodation as suitable in accommodation as per the discretion of the Promoters. Any additional specification or will be charged extra. No rebate will be given for cancellation or omission of any item.