

AGREEMENT TO SELL

This AGREEMENT TO SELL is made and executed here at Pune, on this ____ day of _____ month of the year 2018,

between

RAJHERAMB LANDMARKS, a registered partnership firm having its office at Row House No.3, Raj Vimal Terraces, Plot No.28, Ramnagar Colony, Bavdhan Khurd, Pune : 411 021, (PAN-AASFR2845N) represented through its partner **PRAVIN VISHWANATH PATIL** ...hereinafter called as the **“PROMOTER”** (which expression shall, unless repugnant to the context or meaning thereof, mean and include its heirs, successors, survivors, executors, administrators and assigns), ...of the **ONE PART**,

and

Full name (capital)		
Age/ Occ.		
Full Address		
PAN		

Full name (capital)		
Age/ Occ.		
Full Address		
PAN		

...hereinafter called as the "**PURCHASER**" (which expression shall, unless repugnant to the context or meaning thereof, mean and include its plural, all its/ her/ their heirs, successors, survivors, executors, administrators and assigns), ...of the OTHER PART,

W H E R E A S,

a. all that portion admeasuring "Hectare 0=95 Are" out of the land bearing Survey No.119/2, admeasuring "Hectare 2=99 Are" (including *potkharaba* admeasuring "Hectare 0=04 Are"), assessed at Rs.11=05 Paise, situate at village Nere, Taluka Mulshi, District Pune, within the limits of Sub.Registrar, Mulshi and Pune Zilla Parishad, more particularly described in the SCHEDULE.1 (hereinafter referred to as the said "LAND") is owned by the Promoter, purchased the same from its previous Owners; Vitthal Rambhau Sane and others with the confirmation of Kailas Vitthal Sane, by sale deed dated 30.03.2015, registered in the office of Sub.Registrar, Mulshi-2 at Serial No.2888/2016, as witnessst by the Mutation Entry No.4461, dated 09.06.2015, the promoter is also having plans to acquire and amalgamate the adjacent lands out of the said survey no.119/2 of the owners therein;

b. the Promoter thus, is entitled to develop the said Land, construct multi-storey building/s thereon and to dispose of the same by sale or otherwise transfer to the intending purchasers/ allottees and to receive, collect and appropriate the returns thereof from them,

c. the said Land is being developed by the Promoter herein in the name of "1 Nere Residency", by constructing

thereon various building/s comprising of independent residential and/or commercial blocks in accordance with the sanctioned building layout thereof, annexed herewith, together with infrastructure development, such as exclusive parking facilities, garden, open space, generator, transformer room, sewage treatment plant, swimming pool *et cetera* as schematically shown in the map annexed herewith, subject to minor alterations, modifications and changes, as may be required to be made by the Promoter from time to time, for their feasibility, viability, convenience, practicability or use,

d. The Pune Metropolitan Regional Development Authority, Pune presently approved and sanctioned the plans for amalgamation, building layout and for construction of the buildings on the said Land *vide* the following commencement certificates:

Commencement Certificate No.	Date
BMU/3640/Pra.Kra./Mou.Nere/S.No.119/2	09.03.2016

e. The Collector of Pune, *vide* his order No PMRDA/NA/SR/66/2016, dated 11/04/2016 passed under section 44 of the Maharashtra Land Revenue Code, 1966, permitted non-agricultural use of the said Plot for the purposes of residence,

f. the Promoter accordingly, has commenced the development of the said Land and construction of residential building/s on the said Land, each comprising of various wings, under the supervision of Mr. Mandar Ghate registered with the Council of Architects, of ARDECON CONSULTANTS of Office no 3, Motiram complex, Near Kothrud Police station, Paud road, Pune-411038, the

architects appointed by the Promoter for the project, which has drawn the plans for amalgamation, building layout and the construction of the building on the said Land, and the structural engineer M/s.Spectrum Consultants proprietor Parag Chopda of 759/25, Deccan Gymkhana, Pune : 411 004, appointed by the Promoter, which has drawn the drawings for structure of the building being constructed on the said Land,

- g. in the meanwhile, one Balu Dagadu Thakar being the Plaintiff, filed a Regular Civil Suit No.146/2018 in the Court of Civil Judge Junior Division, Pune, against Vitthal Rachandra Sane and others including the Promoter for partition and other reliefs. However, the settlement was arrived at between the Plaintiff, the Promoter and Vilas Eknath Jeurkar, whereby Balu Dagadu Thakar, Mahadev Dagadu Thakar, Kaluram Dagadu Thakar, Subhash Dagadu Thakar, Kailas Dagadu Thakar, Dattatraya Dagadu Thakar and Mrs.Ashas Prakash More accorded their consent to the transaction took place by and between Vitthal Rambhau Sane and others of the one part and the Promoter and Vilas Eknath Jeukar of the other part, by executing the Consent/ Confirmation Deed and the Power of Attorney both dated 18.04.2018, registered with Sub.Registrar, Mulshi-2 at Serial No.6843/2018 and 6844/2018, respectively,

h. said Balu Dadgu Thakar; the plaintiff in the aforesaid suit bearing Suit No.146/2018 filed a *purshis* dated 21.06.2018 abandoning the claims under Order 23 Rule 1(1) of Code of Civil Procedure 1908 as against the Promoter and the said Land, which came to be remarked as 'seen and filed' by the Hon'ble Court on the same day,

- i. the Promoter intends to purchase and/or avail the development rights of the adjoining land from its respective owner/s and amalgamate the same with the existing Project and construct the building/s in phase wise manner on such amalgamated land. Layout of which are annexed herewith as annexure - 6 herein. The purchaser hereby assures to have no objection for such layout change in the proposed sanction.
- j. the following professional consultants have been appointed by the Promoter for the ownership project on the said Land:

Architect	Name Mr. Mandar Ghate ARDECON CONSULTANTS of Office no 3, Motiram complex, Near Kothrud Police station, Paud road, Pune-411038 registered with the Council of Architecture who has/ have drawn the plans for construction of the building/s on the said Land,
RCC/ Structural Engineer	M/s. SPECTRUM CONSULTANTS , proprietor PARAG CHOPDA of 759/25, Deccan Gymkhana, Pune: 411 004 who has/ have drawn the plans of structural design of the building/s on the said Land,
Chartered Accountant	Name: R. V. MARATHE & Co. Address : Omkar Height, 905 Sadashiv Peth , Near Nagnathpar, PUNE- 411030. Registered with the Institute of Chartered Accountants of India under

	the Chartered Accountant Act,1949,
Advocate	Name – Adv. Kiran Kothadiya Address Shree Amey Apartments, 1187/37, Shivaji Nagar, Pune Registered with the Maharashtra Bar Council under the Advocates Act,1961 who has issued title report pertaining to the said Land
Estate Agent for the project	Name Nikunj Investments & Home Solutions. Address : Office # 5 (Ground Floor), Royal Tranquil, Konkane Chowk (Next to Shivar Chowk), Pimple Saudagar, Pune-411017 Mobile: +918446646200 E-mail: info@nikunjinvestsolutions.com Registered with the Real Estate Regulating Authority, Maharashtra under section 9(3) of RERA r/w Rule 12(1)(a) of the Rules

k. The Firm of the Promoter is registered under section 3(1) r/w section 5 of the Real Estate (Regulation and Development) Act,2016 ("**RERA**" hereinafter) r/w Rule 6 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("**RULES**" hereinafter) with the Real Estate Regulating Authority, Maharashtra ("**MAHA RERA**" hereinafter), vide Registration No. **P52100002517**,dated 01/08/2017 a copy whereof is appended hereto.

l. the Promoter gave inspection of all documents pertaining to development of the said Land to the Allottee/

Purchaser/ Purchaser, as specified under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**" hereinafter) r/w the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 as also the Maharashtra Ownership Flats Act, 1963 ("**MOFA**") r/w the Rules framed thereunder, so also annexed herewith self authenticated copies thereof, as ANNEXURE-2 (*colly*),

m. the Allottee/ Purchaser/ Purchaser agreed to purchase from the Promoter all that *residential/ *shop/ *office together with exclusive facilities as appurtenant thereto (*if so specifically mentioned*) of balconies, attached terraces, parking spaces; more particularly described in SCHEDULE-2 given hereto and as delineated in the floor map annexed herewith in accordance with the specifications given hereto (hereinafter referred to as the said "**UNIT**") for the price and other payables as hereinafter mentioned,

n. subject to otherwise agreed, reserved and provided herein, the parties hereto therefore, have executed this agreement to sell, witnessing the terms and conditions thereof, in compliance to section 4 of MOFA r/w section 19 of RERA, as under:

NOW THIS AGREEMENT TO SELL WITNESSETH:

1. NON OBSTANTE:

Notwithstanding anything contained anywhere in this Agreement *but without adversely affecting the said Unit*

agreed to be acquired by The Purchaser, The Purchaser hereby declares, confirms and agrees as follows:

(a) The Promoter has reserved all its rights to amalgamate and/or sub-divide the said Land and/or any other abutting/ adjoining pieces of land to which the Promoter may be entitled to.

(b) The Promoter has also reserved all its rights to use, utilize and consume basic Floor Space Index ("FSI") pertaining to the said Land and/or such other adjoining/ abutting pieces of land to which the Promoter may be entitled to, so also to use the same in the manner and at the location as may be exclusively decided by the Promoter.

(c) The Promoter has also reserved all rights to avail, use, utilize and consume the additional FSI either on payment of premium or by way of Transferable Development Rights ("TDR") or by way of Slum Rehabilitation or otherwise by whatever name called for construction of building/s on the said Land, as may be permissible for use of maximum potentials under the concerned rules and regulations.

(d) The Promoter has also reserved all its rights either (i) to develop and/or dispose of by sale or otherwise transfer the Units and/or any such other permissible portion, and appropriate the proceeds thereof in terms of the instruments of development by and between the Promoter and the Owner, or (ii) to surrender the amenity space to the concerned authority and claim, avail, use, utilize and consume the FSI granted in lieu thereof, on the said Land for construction of or addition to the building

being constructed thereon, as is permissible under the concerned Development Control Rules/ Regulations.

(e) The Promoter has also reserved all its rights to develop and/or construct a building/s on the open space of the said Land as may be permissible under the concerned regulations.

(f) The Promoter shall be entitled to compensation from The Purchaser in case any obstruction or impediment of any nature raised to or for the development of the said Land and/or other pieces of land adjoining to the said Land either by amalgamation and/or sub-division and/or consumption of FSI for any building thereon, by and on behalf of The Purchaser, without prejudice to the rights of the Promoter to terminate this agreement on such obstruction or impediment raised by The Purchaser.

(g) The project on the said Land being large, the Promoter shall be developing the said Land by constructing various buildings in phases. There would be development, construction, facilities, site development and other incidental activities continuing on the said Land till completion of the entire project. The Purchaser hereby agrees not to raise any objection or any claim on the grounds of inconvenience, nuisance or annoyance for continuation of such development, construction and other incidental activities on the said Land.

(h) The Promoter shall also be entitled to amend, alter and/or revise the layout, building layout and/or building plans as may be found required for use, utilization and consumption of the FSI originating from the physical area of the said Land and/or additional such FSI by way of TDR

or floating or otherwise, according to phases or otherwise, as may be permissible under the concerned Development Control and Promotion Regulations, 2017 under any statute, rule or regulation.

(i) The Promoter shall be at liberty to grant and allot right to exclusive use as exclusive use or facility appurtenant to, attached to, and inseparable from the given Unit/s, of sanctioned parking space; covered or under stilt or open, attached terrace. The concerned Unit purchaser shall be entitled to exclusive use thereof as an appurtenant to his/ her/ their Unit.

2. AGREEMENT:

Subject to other terms and conditions herein, the Promoter hereby agreed to sell, assign, sell or otherwise convey the said Unit (described in SCHEDULE-2 and delineated in the floor map annexed hereto), unto and in favour of The Purchaser herein, and The Purchaser accordingly agreed to acquire and purchase the said Unit from the Promoter, for and at the lump sum aggregate price of Rs. Rupees) payable by The Purchaser to the Promoter, as hereinafter mentioned.

3. PRICE:

(a) In consideration thereof, The Purchaser partly paid and agreed to pay the balance to the Promoter, for purchase of the said Unit, the said agreed lump sum aggregate price of Rs. Rupees) and the Promoter accepted the part paid and agreed to accept the balance of said amount from The Purchaser (*subject to Tax Deduction at Source (TDS) under section 194-IA of the Income Tax Act, 1961, if so applicable*) at as under:

Sr	Amount (Rs)	Particulars
1	Rs./-	Price to be paid by The Allottee.
2	Rs./-	20% of total price payable by The Allottee to the Promoter on execution of this agreement.
3	Rs./-	15% of total price payable by The Allottee to the Promoter at the time of completion of plinth of the subject building
4	Rs./-	7% of total price payable by The Allottee to the Promoter on completion of 5 th slab including podium and stilt of the subject building.
5	Rs./-	7% of total price payable by The Allottee to the Promoter on completion of 9 th slab including podium and stilt of the subject building.
6	Rs./-	11% of total price payable by The Allottee to the Promoter on completion of slabs including podium and stilt of the subject building.
7	Rs./-	5% of total price payable by The Allottee to the Promoter on completion of walls, internal plaster, flooring, doors and windows of the said apartment
8	Rs./-	10% of total price payable by The Allottee to the Promoter on completion of sanitary fittings,

staircases, lift well, lobbies upto the floor level of the said apartment

9 Rs./-

5% of total price payable by The Allottee to the Promoter on completion of external plumbing, external plaster, elevation, terraces with water proofing of the subject building/ wing.

10	Rs./-	5% of total price payable by The Allottee to the Promoter on completion of Lifts, water pumps, electrical fittings, electro, entrance lobby of the subject building/ wing.
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11 Rs./-

5% of total price payable by The Allottee to the Promoter at the time of delivery of possession of the said apartment by the Promoter to The Allottee on or after receipt of occupancy/ completion certificate.

Rs./-	Total Rupees () amount.
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(b) The instalments of the amount agreed to be paid and payable by The Purchaser to the Promoter as mentioned above, shall always be the essence of this agreement.

(c) In case of default committed by The Purchaser, in payment of the agreed price or any other amount, as and within the time agreed to herein, the Promoter shall be entitled to claim interest at the rate of 2% above Highest Marginal Cost of Lending Rate of the State Bank of India, per annum, from the day it becomes payable till the actual

receipt thereof, without prejudice to the right to terminate this agreement and/or any other rights and/or remedies available to the Promoter in terms of this agreement and/or otherwise in law.

(d) All payments stipulated in this agreement, shall be made by The Purchaser to and in favour of the Promoter payable in the Separate Project Account as may be directed by the Promoter, by duly drawn crossed cheque payable at par or by electronic/ wire transfer compliant to the banking rules and practices.

4. PROJECT:

Subject to *non-obstante* clause above,

the project on the said Land shall comprise of

- 2(two) dedicated buildings exclusively for residence each consisting of number of wings, each containing independent residential blocks; one lying on west side of the said Land,
- Proposed 3 (three) residential buildings out of which 1(one) partly for residence and partly for commercial use
- Common club house facility,
- Common swimming pool,
- Common garden, children play area, internal roads, lights in common area
- Common Sewage Treatment Plan ("STP")
- Common underground water tank/s
- Common transformer for the project

(a) the master layout of the said project on the said Land has been shown in the map appended hereto,

(b) the said Land shall remain as 'one' piece of land for the purposes of basic FSI originating from the physical area thereof, containing various buildings not necessarily carrying such FSI equivalent to the physical area of the plinth or portion of the land there under,

(c) the said Land shall also remain as 'one' piece of land for the purposes of availing, using, utilizing and consuming the additional FSI by way of TDR, Slum Rehabilitation TDR, FSI on payment of premium, road widening, amenity space or otherwise, subject to the discretion of the Promoter to provide otherwise,

(d) there shall be demarcating permissible partition between various buildings which shall be entitled to common area and facilities and/or restricted common area and facilities as may be permissible,

(e) the Sewage Treatment Plant ("STP"), Transformer Room and Diesel Generator Set shall be the common facility for all the buildings proposed on the said Land,

(f) the construction of buildings on the said Land is scheduled to progress phase-wise, and the activities for construction of the buildings, amenities and facilities shall continue despite the Units being occupied by their respective Purchasers, if any,

(g) the Allottee of any exclusive covered or open parking facility sanctioned in the plans by the concerned planning authority, attached and appurtenant to his/ her Unit (if any), shall be entitled to the exclusive use thereof for parking of vehicles to the exclusion of all other ,

(h) the schematic locations of common facilities of Swimming Pool, children playground, party lawn, common hall, garden, internal road *et cetera* the residential complex have been shown in the map attached herewith,

(i) provision for water; potable or otherwise permissible under concerned government and/or local authority has been applied for and shall be provided to the project to the extent supplied by such government and/or local authority,

(j) however, in case of lack of or inadequacy of or scarcity of such water supply to the project or the Units therein, for purchase and supply of water through private

supplier to the extent as may be supplied, The Purchaser shall be liable to contribute to the cost and expenses thereof.

5. CONSTRUCTION:

(a) The Promoter shall complete the construction of the said Unit in accordance with the sanctioned/ revised sanctioned building plans and specifications, fixtures, fittings and amenities as agreed to and mentioned/ enumerated in the SCHEDULE-2 written herein (the said "**SPECIFICATIONS**", for short).

(b) The FSI originating from the physical area of the said Land for use, utilisation and consumption for construction of the building/s thereon, presently is "ONE", subject to the rights and discretion reserved by the Promoter to use, utilize and consume for the construction of the building on the said Land and/or adding to the construction thereto,

(i) the additional FSI by way of TDR for amenity, development plan road or slum rehabilitation by availing the same from the market, or by way of paid FSI or such other by whatever name called as is and to the extent permissible under the concerned DCPR 2017 or such other statutory provisions prevailing at such time,

(ii) additional FSI granted in lieu of surrender of the amenity space relating to the said Land,

(iii) additional FSI granted in lieu of surrender of the area out of the said Land for road or road widening,

(iv) additional FSI in lieu of any incident relating to the said Land,

(v) additional FSI on payment of premium or any such amount.

(c) The Purchaser hereby, granted his/ her/ their consent for change/ modification/ alteration of and in the layout of the said Land including amalgamation and/or sub division thereof, of the plans of the building,

(i) in case the same is required to be done under any rule, regulation, enactment then in force, or

(ii) consequent to use, utilization and consumption of the additional FSI for construction of the building/s on the said Land and/or

(iii) adding the construction thereto,

without adversely affecting the construction of the said Unit as agreed to be purchased by The Purchaser.

(d) The Promoter shall have preferential/ pre-emptor right to utilise the residual or available FSI or the one increased by reason of any rule/ regulation/ enactment or the additional one granted and/or allowed there under either by way of TDR and/or otherwise on the said Land, to which The Purchaser hereby agrees and shall always be deemed to have agreed.

(e) Subject to the right to revise and of revision of layout, and/or sub-division of the said Land, and/or the plans for construction of the building/s on the said Land by the Promoter, as hereinbefore agreed, no part of the said FSI has been utilised by the Promoter anywhere else.

(f) The Promoter shall complete the construction of the said Unit as agreed to herein by **31ST December 2019** and shall deliver possession thereof, to The Purchaser, on issuance of completion/ occupancy certificate by the concerned authorities.

(g) The period of delay caused in completion of the construction of the said Unit on account of

- I. *force majeure*, civil commotion, war, strike, boycott, *bandh*, threat,
- II. non-availability or scarcity of any building material or finishing articles or labour supply,
- III. prohibitory orders from any court or authority or
- IV. time taken for issuance of completion/ occupancy certificate by the concerned planning authority,

V. any other reasons beyond the control of the Promoter,

shall not be included and shall be excluded from computation of the period of completion of the said Unit and delivery of possession thereof to The Purchaser.

(h) In case of delay in delivering possession of the said Unit on the part of the Promoter, The Purchaser shall be entitled to claim interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum, on the amount paid by The Purchaser to the Promoter from the agreed date of possession till actual delivery thereof by the Promoter to The Purchaser, without

prejudice to the right of The Purchaser to terminate this agreement and claim refund of the amount so far till then paid to the Developer.

6. POSSESSION:

(a) The Purchaser shall take possession of the said Unit within 7 (seven) days of the Promoter giving written intimation to The Purchaser intimating completion of the construction of the said Unit.

(b) At the time of delivery of possession of the said Unit, The Purchaser shall also execute such other documents such as possession receipt, declaration *et cetera*, as might be required by the Promoter.

(c) From the date of handing over of possession of the said Unit to The Purchaser, if any structural defect in the construction of the said Unit/ building is found out to have been done or caused by the Promoter, the Promoter

wherever possible, shall be bound within the period prescribed by the concerned statute, to rectify/ remove/ alter/ remedy the same, entirely at the cost of the Promoter.

(d) Under no circumstances The Purchaser shall be entitled to possession of the said Unit, unless The Purchaser shall have paid the entire price of the said Unit and other money payable by The Purchaser under this agreement to the Promoter and/or money payable to any concerned authority under any concerned statute relating to the subject matter of this agreement.

7. ORGANISATION :

(a) Notwithstanding anything contained anywhere in this agreement or otherwise, the scheme being implemented on the said Land shall always be known and called as "**1 NERE RESIDENCY**".

(b) If so decided and for better administration of the complex, for each building there may be formed separate co-operative housing society and all such co-operative housing societies shall form themselves into a federal society under the provisions of the Maharashtra Co-operative Societies Act, 1960 or such other concerned statute or such informal apex body.

8. CONVEYANCE:

(a) The Promoter shall execute and/or cause to be executed conveyance of the project comprising of land and building/s constructed thereon, in favour of such 'Federal/ Apex Body' or collectively in favour of all such co-operative

housing societies, within a period of 1 (one) year from completion of the entire project by the Promoter on the said Land.

(b) Under no circumstances, The Purchaser or the organization of Purchasers shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by The Purchaser either to the Promoter or to any other agencies or authorities, is actually paid by such Purchaser.

9. PURCHASER'S DECLARATIONS:

(a) The Promoter herein has made full and true disclosures to The Purchaser as to the title of the Promoter in respect of the said Land, construction of the building on the said Land, consumption of additional FSI by way of TDR or otherwise (if any), sanctioned plans for construction of the building on the said Land and such other matters relating thereto.

(b) As required by The Purchaser the Promoter herein has supplied all information to The Purchaser herein with all facts as to the marketable title of the Promoter and the Owner to the said Land, and the rights of the Promoter to develop the said Land, and after satisfaction and acceptance of title has entered into this agreement.

(c) The Promoter herein is developing the scheme under the name "**1 NERE RESIDENCY**" on the said Land, with an intention to have the homogeneity in the scheme as to landscaping, height, façade, elevation of the buildings, outer colour scheme, terrace, windows, grills *et cetera*. The Purchaser or any owner or occupier of the tenement/s in the building/s or scheme shall not be entitled to disturb

the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Purchaser also shall not obstruct by act and/or omission any outlet of rain or drain or water or sewage in any manner.

(d) In the project, the Promoter herein is providing advance technology/ amenities/ material/ plant and equipment/s in common facilities and which has to be operated/ used by the persons in the project with due diligence and observe all required of safety norms and measures.

(e) The Promoter has a right to and shall install at appropriate place at its discretion, a signage of the project name "**1 NERE RESIDENCY**" and at suitable place in the entrance of the building the names of the unit owners.

10. LOAN:

(a) The Promoter has availed project loan against the security of the said Land and the building/s to be constructed on the said Land from Reliance Home Finance Ltd, by executing an Indenture of Mortgage dated 23/06/2016, registered in the Office of Sub-Registrar Mulshi No. 1, Pune, at Serial No 2459/2016.

(b) Subsequently, the Promoter repaid the entire outstanding amount togetherwith interest of the aforesaid project loan to Reliance Home Finance Ltd and accordingly, by Re-conveyance Deed dated 14.06.2018, registered with the Sub.Registrar, Mulshi-2 at serial No.10447/2018, said

Reliance Home Finance Limited released *inter alia* the said Land in favour of the Promoter.

(c) The Promoter has availed project loan against the security of *inter alia* the said Land and the building/s to be constructed on the said Land from ECL Finance Limited, by executing an Indenture of Mortgage dated 22.06.2018, registered with the Sub-Registrar Mulshi-2, at Serial No 11059/2018.

(d) The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said Land, for which the Promoter shall be entitled to create security either by way of mortgage or otherwise, on the said Land in favour of such bank/s and/or financial institute and/or person for the loan.

(e) The Purchaser hereby accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institute and/or person, and agrees not to raise any obstruction and/or impediment and/or any objection pertaining thereto.

(f) In the event of the Promoter availing such loan, the Promoter shall be bound to send written intimation about availing of any such loan to The Purchaser.

(g) However, in no circumstance the rights of The Purchaser pertaining to the said Unit shall be adversely be affected. The Promoter shall keep The Purchaser duly

indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses.

(h) In the event of the Promoter availing such loan, the Promoter shall be entitled to call upon The Purchaser to make payment of the balance amount payable by The Purchaser to the Promoter under this agreement, directly to such bank/s and/or financial institute and/or person, as the case may be, towards repayment thereof. The amount so paid by The Purchaser to such lender, shall be, and shall be treated to be the payment made by The Purchaser to the Promoter.

(i) In the event of the Promoter availing additional loan, the Promoter shall be entitled to call upon the Purchaser to make payment of the balance amount payable by the Purchaser to the Promoter under this agreement, directly to such bank/s and/or financial institute and/or person, as the case may be, towards repayment thereof. The amount so paid by the Purchaser to such lender, shall be, and shall be treated to be the payment made by the Purchaser to the Promoter.

(j) The Purchaser shall be entitled to avail loan from financial institute and/or bank designated by the Promoter for purchase of the said Unit, on the security of the rights of the Purchaser to the said Unit. Subject to stipulation as to administrative charges of the Promoter and refund of the amount till then the Promoter may have received on account of the Purchaser as hereinafter mentioned, in such event, the Purchaser shall not be entitled to terminate this agreement, unless (i) the entire loan, interest and other charges so availed by him/ her/ them stands repaid, and

(ii) the said Unit is released by such financial institute or bank.

11. TERMINATION:

(a) In the event of Purchaser committing any default in payment of the price of the said Unit and/or any other money by whatever name called, payable under this agreement or otherwise under any concerned statute and/or commits breach of any of the terms and conditions of this instrument, the Promoter shall be entitled to terminate this agreement, by issuing 15 (fifteen) days prior written notice to The Purchaser.

(b) On termination of this agreement, The Purchaser shall be entitled only to refund of the amount so far till then paid by The Purchaser to the Promoter under this instrument after deducting 10% therefrom, towards administrative expenses.

(c) Without prejudice to anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against The Purchaser on facts and in law, on and/or as a result of such termination shall however, be adversely affected or prejudiced.

12. OTHER CONDITIONS:

(a) The Purchaser shall use the residential unit, only for the purposes of residence, and the commercial unit, only for the purposes of commerce, and for no other purposes.

(b) The Purchaser shall maintain the said Unit at his/ her own cost in good repairs and condition from the date of grant of possession of the said Unit is taken.

(c) The said Unit with exclusive facility attached or appurtenant thereto (if any) shall be impartible and inseparable, and shall always remain as one. The Purchaser shall not sub-divide and/or dispose of the same in parts.

(d) The Purchaser shall not store in the said Unit any goods which are of hazardous, combustible or dangerous in nature or which are against the rules, regulations, bye-laws of the said organisation, statutory or other authorities. Any damage so caused by act or omission on the part of The Purchaser to the said Unit or other Flats in the scheme shall entirely be at the risk as to cost, consequences, damages of such Purchaser.

(e) The Purchaser shall carry at his/her own cost, all internal repairs to the said Unit and shall keep the said Unit in good and habitable condition and shall not demolish or cause to be demolished by act or omission, the said Unit or any part thereof nor at any time make or cause to be made any additions or alterations of whatsoever nature in or to the said Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building and shall keep the appurtenances thereto in good repairs and conditions.

(f) The Purchaser shall not dispose, throw, leave or stake any dirt, rubbish, rags, garbage or other refuse or permit any such dirt, rubbish, rags, garbage or other refuse to be disposed of, thrown, left or staked in any part

of the said Land and/or the building other than designated disposal space or facilities for the complex.

(g) The Purchaser shall also observe all other terms/ conditions/ directions/ rules/ notifications issued, enforced, circulated under any statutes, rules, orders, bye-laws by any authority or by the said organisation for "use" of the Unit/s in the said scheme or in any other part of the said Land.

(h) Notwithstanding anything contained anywhere in this agreement, The Purchaser shall **not**:

- demolish or cause to be demolished the flat or any part or wall or structure thereof nor at any time make or cause to be made any addition or alteration like shifting doors/ windows / grills walls etc or in the flat or any part thereof,
- make any holes/ cuts/ breakages/ chiseling or any other damage of whatsoever nature to structural walls, columns, beams, slabs etc. that will in any way affect the structural stability and integrity of the building,
- make any change in the external colour scheme of the building/ wing in which the flat is located,
- extend the said Unit or make any external attachments to the walls of the flat like enclosing grills, clothes drying lines, stands for potted plants, outdoor units of air conditioners, antenna dish of television, etc. or any other additions of whatsoever nature to the flat,
- cover, fully or partially, any terrace or other projection with any structure,
- use common passages staircases and lobbies and other such spaces for storage or reposition of any goods or garbage of any kind or to keep potted plants of any sort,

or whatsoever other items that may in any way hamper or otherwise reduce the usability of these spaces in any manner,

- obstruct in any manner by any act or omission, sewer, drains, pipes, passages and common area prohibiting or blocking common use and access thereto,
- raise any wall, window, grill or shutter or enclosure of any nature whatsoever, in or relating to the parking space allotted,
- use or permit any user of the parking space other than parking of the vehicles,
- use the elevators which has potentials to damage the same or its operation nor to misuse the elevators.

13. MAINTENANCE and OTHER CONTRIBUTIONS:

(a) On or before delivery of possession of the said Unit by the Promoter to The Purchaser, The Purchaser shall pay to the Promoter, an amount towards common maintenance, as follows:

i. Maintenance

(Rs.3.00 per sq.ft.) x Carpet area of the said Flat x 24 (twenty four) months= total amount payable by the Purchaser to the Promoter

ii. Water charges

(Rs.1.50 ps. per sq.ft.) x Carpet of the said Flat x 24 (twenty four) months= total amount payable by the Purchaser to the Promoter

(b) The Promoter shall maintain the above amount in a separate project maintenance account, a separate bank account and meet the expenses of common maintenance only for a period of Two years from completion of construction of the Units and/or given Unit.

(c) In case any additional amount is found to be required for common maintenance, The Purchaser agrees to contribute thereto, as may be called upon by the Promoter.

(d) The common maintenance referred to herein, shall include only following items:

- i) Housekeeping and cleanliness
- ii) Maintenance contracts of lifts, generators, sewage treatment plant, water purification system, water pumps
- iii) Running cost of all the equipments and instruments above
- iv) Common electricity
- v) Security charges
- vi) Gardening charges
- vii) Running expenses for clubhouse and play grounds and equipments thereof
- viii) Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses
- ix) Non agricultural taxes and any other similar taxes
- x) Pest control expenses
- xi) Any other such expenses for common facilities

(e) It is agreed between the parties that said maintenance shall NOT include the items mentioned below, and The Purchaser and/or the Association/ society either individually or through any appointed agency, shall have to bear the following maintenance, entirely from separate contribution made by the Unit Purchasers.

- i) Society and managing committee administration,

- ii) Insurance for building/ Units/ equipments/ machinery, towards theft, fire etc. if so availed, and such any other related expenses,
- iii) Sinking or such other funds
- iv) Property tax payable for individual building/ Units/ common amenities etc.
- v) Any other taxes, levies, cess etc. pertaining to the real estate project,
- viii) Repairs of the building for leakages, seepage to the property or any part thereof.
- ix) Wear and tear charges.

(f) After the period mentioned herein, the Promoter shall be entitled to entrust maintenance of common areas and facilities to an *ad hoc* committee of Unit Purchasers appointed by the Promoter, subject to the liberty of the Promoter to entrust the maintenance even prior to the said period, in which case, the Promoter shall also entrust the balance remaining of the amount received from Unit Purchasers till then.

(g) The Purchaser has understood the entire scheme of maintenance in detail. The Purchaser admits and agrees to the said scheme, so that the maintenance of the entire complex is not hampered in any way due to lack of or non-payment thereof by the Purchasers.

(h) It is also clearly understood that this shall not preclude the organisation of the Unit Purchasers from claiming, demanding and raising the maintenance charges independent of such and said contribution from The Purchasers, provided the decision to that effect is duly taken by the organisation.

(i) Such organisation shall be entitled to claim reasonable interest, on the arrears of such charges from the defaulting Purchasers, without prejudice to the other rights and powers of the organisation.

(j) Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or Unit purchaser organisation after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, The Purchaser shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or such organisation, as the case may be.

(k) The Purchaser shall maintain at his/ her own cost the said Unit, fixtures, fittings, facades, elevations, so also exclusive rights relating to landscaped open space and other exclusive area/s and/or facility/ties, sold and granted specifically, if any.

14. TAXES, CESS, and other CHARGES:

(a) The Purchaser shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ charges/ duties on the said Unit and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate or grant of possession of the said Unit whichever, is earlier.

(b) If at any time, any retrospective and/or prospective tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover tax/ works contract tax/ service tax, penalties *et cetera*, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said Land or the said Unit or the said agreement or the transaction herein, shall exclusively be borne and paid by The Purchaser. The Purchaser hereby, indemnifies the Promoter and the flat purchase organization from all such levies, cost and consequences.

(c) All levies, stamp duty, registration fees in respect of this agreement, conveyance, any other document required to be executed in respect of and relating to the said Unit and/or the transaction under this agreement shall entirely be borne and paid by The Purchaser.

(d) The Purchaser hereby, indemnifies the Promoter and the flat purchase organisation from all such levies, cost and consequences arising therefrom.

(e) In the event of the Promoter being constrained to pay any tax or levy referred to above herein, The Purchaser shall reimburse the same to the Promoter immediately. The Promoter shall be entitled to claim interest @ 2% above the State Bank of India Highest Marginal Cost of Lending Rate on such amount from The Purchaser, if The Purchaser fails to reimburse the same to the Promoter immediately. There shall be a charge of such amount on the said Unit till its receipt by the Promoter.

(a) All levies, stamp duty, registration fees in respect of this agreement, conveyance, any other document required to be executed in respect of and relating to the said Unit and/or the transaction under this agreement shall entirely be borne and paid by The Purchaser.

15. RESERVATIONS:

(a) All payments agreed to herein and otherwise required to be made by The Purchaser otherwise, shall always be the essence of the contract, and failure whereof, shall be a breach of this agreement, committed by The Purchaser.

(b) The Promoter shall not be liable to pay any amount as and towards common maintenance or in the nature thereof, for or relating to the unsold Units, nor the organization of the Unit Purchasers shall be entitled to any such amount as and towards common maintenance or in the nature thereof, either from the Promoter till the concerned flat is sold by it, and/or from the concerned Unit purchaser prior to the date of purchase of the concerned flat by him/ her/ them.

(c) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Unit or of the said Land and the building or any part thereof. The Purchaser shall have no claim save and except in respect of the said Unit hereby agreed to be sold to The Purchaser, and open spaces, parkings, lobbies *et cetera*, will remain the property of the Promoter until the said Land and the building save and except any part reserved by the Promoter, is transferred to the respective Purchasers.

(d) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of the time to the Purchaser by the Promoter for anything, shall not be construed as waiver or acquiescence on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by this Purchaser nor shall the same in any manner prejudice the rights of the Promoter.

(e) The Purchaser shall not, without the written permission of the Promoter, let, sublet, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Unit or any part thereof, nor shall assign this agreement to any person unless the entire price of the said Unit and any other money payable by The Purchaser under this agreement till then is received by the Promoter. Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law.

(f) The Purchaser shall permit the Promoter and its surveyors or agents with or without workmen and other, at all reasonable times to enter into the said Unit or any part thereof and to make good any defects found in respect of the said Unit or the entire building or any part thereof.

(g) The Purchaser shall present this agreement at the office of the concerned Sub-registrar, Mulshi, for registration within the time prescribed by the Registration Act and upon intimation thereof by The Purchaser, the Promoter shall attend such office and admit execution thereof.

(h) All notices to be served on The Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to The Purchaser by certificate of posting at his/ her/ their address written hereinbefore first.

16. MISCELLANEOUS:

(a) Except otherwise provided herein, or the context otherwise requires, this agreement shall always be subject to the provisions of the MOFA and the RERA and the rules made therein.

(b) The Purchaser shall also be entitled to benefit of adjustment of stamp duty paid on this agreement, in the event of disposal of the said Flat within the period and as contemplated by Article 5(g-a)(ii) of Schedule.I to the Maharashtra Stamp Act.

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STAMP DUTY PARTICULARS

Prescribed valuation as per Annual Ready Reckoner, 2017-18 Village Nere, Taluka Mulshi, Dist. Pune, as described in Sector 27/27.2		
Residential	- sq.mt. x 1.1 = 5.065 Rs. 31,910/- per sq.mt. as prescribed by the ARR,2017-18 as per ARR,2017-18, applicable for the year 2017-18)	Rs. /-
Exclusive right to attached terrace	sq.mt. x Rs. 12,764/- per sq.mt. (being 40% of the prescribed value of Rs.31,910/- per sq.mt., as per ARR,2017-18 applicable for the year 2017-18)	Rs. /-
Exclusive right to Open parking space	sq.mt. x 2480/- per sq.mt. (being 40 % of the prescribed value of Rs.6,200/- per sq.mt., as per ARR,2017-18 applicable for the year 2017-18)	Rs. /-
Total prescribed valuation		Rs. /-
Total Agreed Price		Rs. /-
5% stamp duty (as per Article 25(b)(i) of the Maharashtra Stamp Act (previously, the Bombay Stamp Act,1958)		Rs. /-

SCHEDULE-1

(description of the said "**LAND**")

All that portion admeasuring "Hectare 0=95 Are" out of the land bearing Survey No.119/2, admeasuring "Hectare 2=99 Are" (including *potkharaba* admeasuring "Hectare 0=04 Are"), assessed at Rs.11=05 Paise, situate at village Nere, Taluka Mulshi, District Pune, within the limits of Sub.Registrar, Mulshi and Pune Zilla Parishad, and which is bounded by as follows:

East : Survey No.95 and Survey No.105,
South: portion of Survey No.119/2
West : Road
North: Portion of Survey No.119/2

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SCHEDULE-2
(description of the said "UNIT")

All that

Residential Unit	No.
Building/ Wing	'' Wing
Floor	
Area	sq.mt. (sq.ft.) carpet area
Exclusive facility	Attached terrace admeasuring sq.mt. (sq.ft.) Attached Utility Area admeasuring sq.mt. (sq.ft.) Open parking space admeasuring sq.mt.

being constructed on portion admeasuring "Hectare 0=95 Are" out of the land bearing Survey No.119/2, admeasuring "Hectare 2=99 Are" (including *potkharaba* admeasuring "Hectare 0=04 Are"), assessed at Rs.11=05 Paise, situate at village Nere, Taluka Mulshi, District Pune, together with fixtures, fittings, facilities, amenities, exclusive facility (if specifically agreed to), and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto, and as delineated in the floor map annexed hereto.

ANNEXUREStatutory compliances pertaining to development of the said Land

RERA	No. P52100002517 , dated 01/08/2017 under section 3(1) r/w section 5 of the Real Estate (Regulation and Development) Act,2016 (" RERA " hereinafter) r/w Rule 6 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (" RULES " hereinafter) with the Real Estate Regulating Authority, Maharashtra (" MAHA RERA " hereinafter), a copy whereof is appended hereto Annexure 5
Construction	BMU/3640/Pra.Kra./Mou.Nere/S.No.119/2 dated 09.03.2016 under Development Control and Promotion Regulations 2017 for Pune Metropolitan Region Development Authority (PMRDA) framed under the Maharashtra Regional and Town Planning Act,1966, a copy whereof is appended hereto. Annexure 4
Land use	No..PMRDA/NA/SR/66/2016 dated 11/04/2016 for non-agricultural use of residence by Collector, Pune, under section 44 of the Maharashtra Land Revenue Code,1966, a copy whereof is appended hereto Annexure 3

Environment	NA
Separate Project Account	Presently at The Jalgaon People, Co-op bank Ltd,Paud Road,Kothrud Branch,Pune.

FSI Statement scheduled to be consumed for construction of the building/s on the said land:

Relating to	Basic FSI (sq.mt.)	Additional FSI (sq.mt.)
Aggregate		
Building No.A PARKING + 8 FLOORS above	3300.45	965.67
Building No.B PARKING+ 11 FLOORS above	3735.09	NA
TOTAL	7035.54	965.67

Remaining Potential FSI which will be sanctioned by PMRDA for construction on the said land = 2827.73 sq.mt

Common/ restricted common area and facilities

Common facilities for entire project	Club House /Swimming pool/ Garden/ Children park/ Office/ Watchman/ Security cabin/ Closed circuit television apparatus / lift rooms/ Electricity master panel
Rider	This shall be subject to change as to number of building/s, Units therein, their division and/or amalgamation into separate buildings or Units, provision and situation of open space and/or internal access roads, with proportionate alteration in common facilities as may be found necessary by the Promoter depending <i>inter alia</i> upon market conditions. However, this shall not adversely affect the said Unit agreed to be purchased by The Purchaser

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SPECIFICATIONS:

For Residential Flat:

Internal Specifications & Common Amenities

Structure & Architecture

- **IS-code** designed **Earthquake resistant** RCC structure. Steel Make- Kalika / Trishul / Rajuri / Mahalaximi / Sangam/ Om sai Steel / Tata Steel / JSW/ shree om
- Use of Site mix concrete for better structural strength. Cement- Zuari/Bharti/Ultratech/ACC/ Ambuja/Vasavdatta/JK Cement/Birla super
- Use of **Designed mix, including Fly-ash for added Structural Life** Dirk/prozocrete/Thermal Power plant waste.
- **Anti-termite treatment** to entire building foundation

Walls & Ceiling

- 6" & 4" external & internal **Brick/Fly ash/ACC Blocks walls** Shirke/ecolite/citadel/ Shree omkar.
- Edges between walls and ceilings are reinforced with expandable material to **minimize cracks** due to seasonal **temperature variations**.
- **20mm thick double coated external plaster** for increased protection against weathering and fungal formations.
- **Internal walls** smooth finished in superior grade **Gypsum** of Saint Gobain/ Gyproc India/Buildon Gypsum/Vega.

Kitchen & Dry Terrace

- Jet black **Granite Kitchen otta of** Khamam Black **with Stainless Steel sink**
- Provision for **Water Purifier System**.

- **Wall Tiling** up to 2 Feet ht above Kitchen platform of Pavit/motto/nitco/somany/morbi.
- **Ample Power Points** for Kitchen appliances like Microwave and Refrigerator
- **Exhaust Fan** Provision

Flooring & Painting

24" x 24" Vitrified flooring in entire apartment of Cengress / Vermora /Nitco /Opal Vitrified Tiles /Pavit/Asian/simpola/RAK

- **Glazed tile Dado** in all Toilet Walls up to 7 Feet ht of Vermora/Bajaj/Pavit/motto/nitco/somany/morbi.
- **12" x 12" Anti-skid Flooring** in Terrace, Dry terrace and Toilets.
- Superior **Oil Bond Distemper paint** in all rooms of Dulux/ Asian/Nerolac/ Jotun
- **External Cement Paint** of Dulux/ Asian/Nerolac/ Jotun

Electrification

- **Shock Proof** Concealed electrification.
- **Fire-retardant** Good quality Copper wiring of reputed make **Poly Cab / Precision / Diamond / Prestoplast**
- **Modular switches** with colour switch plates to suit the ambience of the room of **Legrand / Vinay / Anchor**.
- **Cable T.V. & Tel points** in Living & Bedrooms.
- **AC Point Provision** in all Bedrooms.
- **Exhaust fan** provision in **Kitchen** and all **Toilets**

Bathrooms & Accessories

- **'Pressure tested'** Concealed rust-free (UPVC) plumbing for long life of Astral / Prince / Finolex / Supreme.
- **Double coat water proofing** with chemical treatment to all toilets and terraces
- **Attractive Chrome Plated** (CP) Bathroom fittings of Jaguar/ Cera/ Hindware/Roca/Plumber.
- **Wash Basin and** Premium sanitary fittings of Wash Basin, EWC/ Cera/ Hindware/Parryware/ Vermora.
- **Glazed** Wall tiles up to 7 feet ht.of Vermora/Bajaj Vermora/Pavit/motto/nitco/ somany/morbi.
- **Cockroach Preventive** Traps

Doors & Windows

- **Wooden** Door Frame with Wooden Flush Door of Eureka/pluspoint/ACME.
- **Premium quality Door Fixtures** & Door Fittings of Europa,Plus Point, Vrushabh /ACME
- **Door Frames with Flush shutters** for all internal doors of Eureka /Maxon/Kalpaturu.
- **Aluminum windows** with **Mosquito mesh** having Superior Quality Powder Coating of Jindal Make
- **Natural Stone** window sill to all windows.
- M.S. Safety **Window Grills with attractive oil pain**

Kiran Kothadiya, Advocate
Shree Amey Apartments, 1187/37, Shivaji Nagar, Pune:
411005

Date:12/04/2016

Under instructions from **RAJHERAMB LANDMARKS**, a registered partnership firm having its office at Row House No.3, Raj Vimal Terrace, Land No.28, Ramnagar Colony, Bawdhan Khurdh, Pune : 411 021, represented through its partner **PRAVIN VISHWANATH PATIL**, I have investigated title to the portion admeasuring "Hectare 0=95 Are" out of the land bearing Survey No.119/2, admeasuring "Hectare 2=99 Are" (including *potkharaba* admeasuring "Hectare 0=04 Are"), assessed at Rs.11=05 Paise, situate at village Nere, Taluka Mulshi, District Pune, within the limits of Sub.Registrar, Mulshi and Pune Zilla Parishad and furnished Title Report dated **12/04/2016** (the said "**LAND**").

As traced in the said Title Report, this is to certify that,

- (a) the said Land is owned by the said Promoter
- (b) the said Land is free from encumbrance and is marketable,

sd/-

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In witness whereof, the parties hereto have signed, sealed and executed this AGREEMENT TO SELL on the date and at the place herein before mentioned.

Pravin Vishwanath Patil (Partner of RajHeramb Landmarks) (Promoter)		
Photograph	LHTI	Signature

(Purchaser)		
Photograph	LHTI	Signature

(Purchaser)		
Photograph	LHTI	Signature

Witnesses	Signatures