



AGREEMENT

**THIS AGREEMENT IS MADE AND EXECUTED AT VADGAON MAVAL,
PUNE ON THIS _____ DAY OF ENGLISH CALENDAR MONTH -
_____ IN THE YEAR TWO THOUSAND SEVENTEEN BY AND**

BETWEEN-

(1) MR. GOVIND SITARAM DABHADE, Age: 60 Years, Occ. : Business, PAN NO.: AARPD2749J. **(2) MRS. SUNANDA GOVIND DABHADE**, Age : 55 Years, Occ. : Business, PAN NO.: AARPD0127A. Both residing at: Ganesh Nagari, Akurdi, Pradhikaran Road, D-Wing, Plot No. 1, Pradhikaran, Pune – 411 044, Both through their Registered Power of Attorney Holder –

M/S. SVB REALTY PRIVATE LIMITED, A Registered Company, incorporated under The Companies Act, 2013, having its Registered Address at – 4th Floor, Commerce Avenue, Above PNG Jewelers, Paud Road, Pune – 411 038, PAN: AADCE8942M, represented through its authorized signatory- **Mr. SHRENIK VINAY BALAI**, Age: about 28 years, Occupation: Director.

Hereinafter called “**THE OWNER/S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective legal heirs, administrators, successors, executors and assigns) **FIRST PART**

AND

M/S. SVB REALTY PRIVATE LIMITED

A Registered Company, incorporated under The Companies Act, 2013, having its Registered Address at – 4th Floor, Commerce Avenue, Above PNG Jewelers, Paud Road, Pune – 411 038, PAN: AADCE 8942 M, through its authorized signatory – Director- **Mr. SHRENIK VINAY BALAI**, Age: about 28 years, Occupation: Director.

Hereinafter called “**THE PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the promoter company, its successors in business, lawful assigns administrators and or official liquidators) **SECOND PART**

AND

(1) **MR./MRS.** _____, Age- ____Years,
Occupation - _____, PAN No. _____

Residing at _____,

(2) **MR./MRS.** _____, Age- ____Years,
Occupation - _____, PAN No. _____

Residing at _____,

Hereinafter referred to as “**THE ALLOTTEE/S**” (which expression unless repugnant to the context or meaning thereof shall mean and include his/her/their respective heirs, executors, administrators, successors, legal representatives and permitted assigns) **THIRD PART**.

AND

MR. RAMESH RAGHUNATH GALPHADE, Age: 38 Years, Occ.: Business, R/at: Shriram Colony, Alandi Road, Bhosari, Tal. Haveli, Dist. Pune - 411 039, PAN: AJFPG 6728 F, through his Registered Power of Attorney Holder – **M/S. SVB REALTY PRIVATE LIMITED**, A Registered Company, incorporated under The Companies Act, 2013, having its Registered Address at – 4th Floor, Commerce Avenue, Above PNG Jewelers, Paud Road, Pune – 411 038. PAN: AADCE8942M, through its authorized signatory- Director- **Mr. SHRENIK VINAY BALAI**, Age: about 28 years, Occupation: Director.

(Hereinafter referred to or called as “**THE CONSENTING PARTY** ” which expression unless repugnant to the context or meaning thereof shall mean and include the consenting party, his heirs, executors, administrators and assignees) **FOURTH PART**

WHEREAS -

(A) The land bearing **Gat No. 187 Hissa No. 1** of village Kanhe, totally admeasuring **05 Hectare 33.40 Ares**, situated within the administrative limits of Pune Zillha Parishad Taluka Panchyat Samiti Vadgaon Maval, and within the revenue jurisdiction of Sub Registrar Vadgaon Maval, which total land is fully described in the **Schedule I** written hereunder and for the sake of brevity herein after referred to as the “**total land**”, and **out of this total land** property, the land admeasuring **03 Hectare 28.68 Ares**, is being developed by the Joint Venture of the Promoter upon certain terms, which land is fully described in the **Schedule II** written hereunder and for the sake of brevity herein after referred to as the “**said land**”, and out of this Said Land, the **Plot No. _____** admeasuring _____ **Sq. Mtrs**, out of sanctioned layout No. DP/BMA / Mouge Kanhe/S.No.187/1/ C.R. No. 497/17-18 dated 11th August 2017 by the Metropolitan Commissioner and Chief Executive Officer, Pune Metropolitan Regional Development Authority, Pune, is fully described in the **Schedule III** written hereunder and referred to as the “**Said Plot**”, and being subject matter hereof;

(B) Brief Title- **(i)** The land of Gat No. 187 was initially part of Survey No. 45, 46 and their different hissass of village Kanhe, owned by **Mr. Jagannath Raghunath Dhotre-** Karta & Manager- and after application of the Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947, (Act No. LXII of 1947), a scheme of consolidation/ Gatwari was sanctioned by the Deputy Director of Land Record, Pune, vide their order No. AKK / 512 Pune dated 31st March 1977 and published in Maharashtra State Government Gazette (part-I). In furtherance to the Gatwari Scheme, the village officer, Kanhe, gave effect thereof in revenue record of lands bearing Gat No. 1 to 6073; vide mutation entry No. **1** dated 29th August 1978, which was duly certified by the then revenue officer on 27th July 1979. As a result, the Gat No. 187 of village Khane came into existence from the portions of the land of Survey Nos. 45, 46 and their hissass, owned by Mr. Jagannath Raghunath Dhotre, as karta and manager of family and land was admeasuring 09 Hectare 34.40 Ares. **(ii)** Earlier to the above due to application of provisions of the Weights and Measurement Act, 1958 and Indian Coinage Act, 1955 to the area of village Kanhe, the land areas of the Survey No. 1 to 233 were converted from Acre, Guntha to Hectare Ares and paper effect thereof was given in revenue record and on Form

No. vii, viia and xii by the village officer vide mutation entry No. **1576** dated 15th December 1970 and the said entry was certified by the Circle Officer on 23rd January 1971. **(iii)** After demise of Mr. Jagannath Raghunath Dhotre on 14th May 1978 the village officer, Kanhe recorded the names of his legal heirs vizs on (1) Mr. **Vishwanath** Jagannath Dhotre (3 anne 3 pai), widow- (2) Smt. Satyabhamabai Jagannath Dhotre, brothers - (3) Mr. **Eknath** Raghunath Dhotre (3 anne 3 pai), (4) Mr. **Vitthal** Raghunath Dhotre (3 anne 2 pai), (5) Mr. **Vasant** Raghunath Dhotre (3 anne 2 pai), (6) Mr. **Kashinath** Raghunath Dhotre (3 anne 2 pai), on Form No. vii, viia and xii in relation to the Gat No. 187 Kanhe vide mutation entry No. **25** dated 05th August 1979 and entry was duly certified by the Circle Officer, Vadgaon on 24th August 1979. **(iv)** Mr. Vithal Raghunath Dhotre (brother of late Jagannath) died on 25th August 1981 at the then referred city of Bombay and thus the name of legal heirs namely - Smt. Nalinibai Vithal Dhotre, Mr. Vinayak Vithal Dhotre, Mr. Dinesh Vithal Dhotre, Mr. Manohar Vithal Dhotre and Mr. Jagdish Vithal Dhotre were inducted in revenue record and on Form No. vii, viia and xii in relation to the Gat No. 187 by the village officer, Kanhe vide mutation entry No. **64** dated 22nd May 1981 and the said mutation was duly certified by the Circle Officer, Vadgaon on 13th July; **(v)** Mr. Kashinath Raghunath Dhotre executed an indenture of sale dated 08th September 1981 and sold his 3 Aane 2 Pai share (02 Hectare) out of the total Gat Number land in favor of Mr. Prem Hansmatram Lalwani and registered the said indenture at the office of the Sub Registrar Taluka Maval at Serial No. 1555/1981. In terms of the said indenture, the village officer, Kanhe recorded the name of said purchaser in revenue record and of Form No. vii, viia and xii in relation to the Gat No. 187 vide mutation entry No **121** dated 02nd October 1981 and the said mutation was duly certified by the Circle Officer, Vadgaon. **(vi)** The other legal heir / branch of late Vithal Raghunath Dhotre namely- (1) Mr. Vinayak Vitthal Dhotre, (2) Mr. Dinesh Vitthal Dhotre, (3) Mr. Manohar Vitthal Dhotre, (4) Mr. Jagdish Vitthal Dhotre executed an indenture of sale dated 08th September 1981 and sold his 3 Aane 2 Pai share (02 Hectare) out of the total Gat Number land in favor of Mr. Prem Hansmatram Lalwani and registered the said indenture at the office of the Sub Registrar Taluka Maval at Serial No. 1556/1981. In terms of the said indenture, the village officer, Kanhe recorded the name of said purchaser in revenue record and of Form No. vii, viia and xii in relation to the Gat

No. 187 vide mutation entry No **122** dated 02nd October 1981 and the said mutation was duly certified by the Circle Officer, Vadgaon by following due process of law on 05th November 1981. **(vii)** After acquisition of the 04 Hectare from above referred Dhotres, upon petition from the said purchaser, the village officer, Kanhe divided the record of Gat No. 187 into two hissass namely- Gat No. 187 Hissa No. A land (referred to as **total land**) to Mr. Vishwanath Jagannath Dhotre Karta and Manager, admeasuring 05 Hectare 33.4 Ares and land of **Gat No. 187 Hissa No. B** to **Mr. Prem Hansatram Lalwani**, admeasuring 04 Hectare, vide mutation entry No **266** dated 15th April 1984 and entry was duly certified by the Circle Officer.

(C) Each legal heir – son - Mr. Vishwanath Jagannath Dhotre and brothers – Mr Eknath, Mr. Vithal, Mr, Vasant and Mr. Kashinath, of the deceased Jagannath Raghunath Dhotre had transferred and conveyed their annewari land / shares and areas were confirmed in their partition deed dated 02nd March 1981. The relevant for the **said land** and the **Said Plot**, are as under-

(D) Mr. Eknath Raghunath Dhotre- brother of late Jagannath Raghunath Dhotre - (01 Hectare 77.9 Ares out of Gat No. 187 Hissa No. 1 Kanhe)

(i) Mr. **Eknath** Raghunath Dhotre for himself and for (2) Mrs. Meenakshi Moreshwar, (3) Mrs. Kshem Kalyani, (4) Mrs. Asavari Ashok Joshi, (5) Mrs. Vijaya Vijayarao Paranjpe through their power of attorney holder Mr. Surendra Eknath Dhotre executed sale deed dated 06th August 1983 and sold his 3 Aane 2 Pai share (01 Hectare 77.80 Ares) out of the total land in favor of **Smt. Nirmala Sadashiv Bhagwat** and registered the said indenture at the office of the Sub Registrar Taluka Maval at Serial No. 944 /1983 and the village officer, recorded the name of said purchaser in revenue record and of Form No. vii, viia and xii in relation to the Gat No. 187 Hissa No. A vide mutation entry No. **295** dated 27th December 1983 and the mutation was duly certified by the Circle Officer, Vadgaon; **(ii)** **Smt. Nirmala Sadashiv Bhagwat** died at Pune on 10th December 1990 and vide mutation entry No. **739** dated 11th September 1992 the village officer, inducted her legal heir -son- in revenue record and in relation to her share in the said Gat No. 187 Hissa No. A Kanhe (01 Hectare 77.90 Ares) by taking note deed of release by remaining legal heirs namely

married daughters namely- Mrs. Leelawati Manohar Sathe, Mrs. Mangala Subhash Kalangutkar, Mrs. Sharmila Shashikant Parasnis, thereby releasing their share in favor of brother- Mr. Shrikrishna Sadashiv Bhagwat, vide **Release Deed** dated 15th July 1992, duly registered at the office of the Sub Registrar Taluka Maval at Serial No. 1877 / 1992 and the said mutation was duly certified by the Circle Officer, Vadgaon. **(iii)** Mr. Shrikrishna Sadashiv Bhagwat became the absolute owner of the land admeasuring 01 Hectare 77.9 Ares out of the Gat No. 187 Hissa No. A, Kanhe, had agreed to sell the same to Mr. Govind Sitaram Dabhade and Mrs. Sunanda Dabhade vide unregistered Agreement dated 01st October 2001 and after receipt of agreed consideration handed over possession thereof to said Mr/Mrs. Dabhade. **(iv)** Before execution of final sale deed in furtherance to the said Agreement, Mr. Shrikrishna Sadashiv Bhagwat died on 30th May 2005 leaving behind him, his last will and testament dated 29th March 2003, wherein one **Mr. Jagdish Valmiki Chavan** was appointed as an **Executor** of the said will and testament. **(v)** The original Agreement to sale dated 01st October 2001 was earlier impounded under section 33 of the Mumbai Stamp Act, 1958 and in Case No. 65 /12 / 5192 / 12 dated 27th November 2012, the stamp duty, registration charges ₹17,65,740/-were duly deposited and accordingly the document was endorsed as such the final transfer deed referred to herein above was execute by paying required stamp duty and other charges in that behalf. **(vi)** Said Executor duly executed Transfer of Property to Beneficiary (transfer deed) dated 30th March 2017 to and in favor of Mr. Govind Sitaram Dabhade and Mr. Sunanda Govind Dabhade, duly registered at the office of the Sub Registrar Taluka Maval at Vadgaon at Serial No. 2360 / 2017. So also, the parties executed a Correction Deed dated 29th May 2017, duly registered at the office of the Sub Registrar Taluka Maval at Serial No. 3106 / 2017, whereby the area of the transfer deed was corrected from 01 Hector 70.9 Ares to 01 Hectare 77.9 Ares in respect of the Gat No. 187 Hissa No. A, Kanhe, as such Mr. Govind Sitaram Dabhade and Mr. Sunanda Govind Dabhade became the absolute owners of the said portion. The village office duly recorded the name of Mr/Mrs. Dabhade in revenue record and on Form No. vii, viia and xii vide mutation entry No. **3633** dated 29th April 2017_ and the said mutation is duly certified by the concerned revenue officer;

(E) Mr. Vishwanath Jagannath Dhotre- son of late Jagannath Dhotre (01 Hectare 77 Ares out of Gat No. 187 Hissa No. 1 Kanhe)

(i) Mr. Vishwnath Jgannath Dhotre executed sale deed and sold and conveyed **01 Hectare 77 Ares** out of Gat No.187 Hissa No. A Kanhe in favor of **Mr. Kumbhar Jivraj Jayabhai Chavan** and registered the said indenture at the office of the Sub Registrar Taluka Maval and in terms hereof the village officer, recorded the name of said purchaser in revenue record and of Form No. vii, viia and xii in relation to the Gat No. 187 Hissa No. A Kanhe vide mutation entry No. **600** and the said mutation was duly certified by the Circle Officer, Vadgaon. **(ii)** Mr. Kumbhar Jivraj Jayabhai Chavan further transferred the said above purchased land vide an indenture of sale dated 05th June 1991 in favor of **Mr. Kishanchand Khanchand Vaswani** and **Mr. Vijay Kishanchand Vaswani** vide an indenture of sale, dated 05th June 1991, duly registered at the office of the Sub Registrar, Maval, at Serial No. 814/1991 and in terms thereof the village officer duly recorded the name of the said purchasers in holder's column on Form No. vii, viia and xii vide mutation entry No. **797** dated 08th September 1993 and the mutation was certified by the Circle Officer; **(iii)** **Mr. Kishanchand Khanchand Vaswani** died on 19th January 2011 and thus the names of his legal heirs namely – Mr. Vijay Kishanchand Vaswani – which was already in record, was confirmed / mutated for his share out of Gat No. 187 Hissa No. A Kanhe, by the village officer, vide mutation entry No. 3084 dated 07th July 2012 and the mutation was certified by the Circle Officer. **(iv)** Late Kishanchand, during his life time along with his co-owner / son Mr. Vijay had agreed to sell, transfer the said purchased land out of Gat No. 187 Hissa No. A vide an unregister Agreement dated 02nd May 2006 to Mr. Govind Sitaram Dabhade and Mrs. Sunanda Govind Dabhade. However, Mr. Kishanchand Khanchand Vaswani died 19th January 2011 at Pune, & further his wife Smt. Veena Kishanchand Vaswani also died on 30th November 2011. Late Kishanchand had executed his **last will and testament** dated 29th March 2007 in relation to his estate and in terms thereof, his share in the said land of Gat No. 187 Hissa No. A, Kanhe came to be owned by his son, being the co-owner of the said purchased land. **(v)** The Agreement being unregistered was impounded under section 33 of the then Bombay Stamp Act, 1958 and in Case No.127/2011, the due stamp duty and along with requisite registration charges ₹2,56,000/- and ₹ 3,43,000/- respectively paid and the

document and transaction was regularized. **(vi)** After the receipt of entire agreed amount of consideration Mr. Vijay Kishanchand Vaswani executed the final **Sale Deed** dated 09th August 2012 and sold his entire share- an area admeasuring 01 Hectare 77 Ares, out of the Gat No. 187 Hissa No. A, Kanhe, in favor of Mr. Govind Sitaram Dabhade and Mrs. Sunanda Govind Dabhade. The said indenture was registered at the office of the Sub-Registrar, Maval, at Serial No. 4268/2012 and in terms thereof the village officer, duly recorded the name of the said purchasers in the revenue record and on Form No. vii, viia and xii vide mutation entry No. **3116** dated 21st August 2012, which entry was certified by the Circle Officer on 15th September 2012. As such Mr. Govind Sitaram Dabhade and Mrs. Sunanda Govind Dabhade became absolute owners of 01 Hectare 77 Ares out of the Gat No. 187 Hissa No. A, Kanhe.

(F) Meanwhile the legal heirs of late Jagannath Raghunath Dhotre- viz (1) Mr. Vishwanath Jagannath Dhotre, (2) Mr. Eknath Raghunath Dhotre, (3) Mr. Vitthal Raghunath Dhotre, (4) Mr. Vasant Raghunath Dhotre, (5) Mr. Vasant Raghunath Dhotre and (6) Mr. Kashinath Raghunath Dhotre, had executed and registered a Deed of Partition dated in relation to the Gat No. 187 Hissa No. A and their other owned land of Gat No. 247 Kanhe, duly registered with the Sub-Registrar, Maval, at Serial No. 472/1981 dated 02nd March 1981. In terms of the said partition deed 01 Hectare 80 Ares came to the share of Mr. Vishwanath Jagannath Dhotre, 01 Hectare 77. 80 Ares to Mr. Eknath Raghunath Dhotre, 01 Hectare 77.80 Ares to Mr. Vasant Rghunath Dhotre, 02 Hectare to Mr. Kashinath Raghunath Dhotre and 02 Hectare to Mr. Vithal Raghunath Dhotre. As stated earlier some of the owners had already transferred their shares and or specified areas out of the Gat No. 187 Hissa No. A to diverse purchasers and the entries were certified, acted upon and confirmed.

Thus Mr. Govind Sitaram Dabhade and Mrs. Sunanda Govind Dabhade became absolute owners of the land admeasuring 01 Hectare 77 Ares and 01 Hectare 77.90 Ares, total being 03 Hectare 54.9 Ares (each having equal share) out of the Gat No. 187 Hissa No.1 Kanhe and duly recorded in holder's column in Form No. vii, viia and xii vide mutation entries Nos. 3116 & 3633;

(G) (i) The owners - Mr. Govind Sitaram Dabhade, Mrs. Sunanda Govind Dabhade along with family members viz - Mr. Parimal Govind Dabhade,

Mrs. Sheetal Vijay Bacche and Mrs. Sarika Eknath Amble had executed a registered Agreement to sale and Power of Attorney, both dated 16th April 2013, for the land admeasuring 01 Hectare 77 Ares, out of the said land in favor of **M/s. Sai Venkata Constructions**, upon the terms and conditions mentioned therein. The said Agreement to Sale and Power of Attorney were duly registered with the Sub-Registrar, Maval, at Serial No. 2837/2013 and 2838/2013 respectively. But the said firm has received entire agreed amount of consideration and has no rights, title and or any kind of interest in the said land. **(ii)** Further the owners had also executed a **Memorandum of Understanding** dated 23rd May 2016 in relation to 01 Hectare 77 Ares out of the said land, in favor of **Mr. Ramesh Raghunath Galphade**, being **the Consenting Party No. 2**, to deal with day to day affairs regarding the said area /land, which memorandum is duly notarized by the parties.

(H) (i) The Owners and the Consenting Party No. 1 have discussed the issues of joint development, as the said land falls under residential zone, except small portion in Green Belt, and in the jurisdiction of Pune Metropolitan Regional Development Authority, with **M/s SVB Realty Private Limited** and ultimately agreed to develop the specified portion of the said land (Hecate 01.79 Ares and Hectare 01.77 Ares total Hectare 03.28.66 Ares out of said land of Gat No. 187 Hissa No. 1, Kanhe) jointly and in furtherance thereto have executed a **Joint Venture Agreement** and **General Power of Attorney** dated 22nd May 2017, duly registered at the office of the Sub Registrar Taluka Maval at Serial No. 3315 / 2017 and 3316 / 2017 respectively, upon the terms and conditions mentioned therein including that of entrustment of development and sell powers to and in favor of SVB Realty Private Limited, the Promoter herein by the owners and consented by Mr. Ramesh Raghunath Galphade being the Consenting Party No. 1 herein. **(ii)** The Owners and the Promoter herein are well and sufficiently entitled to the land admeasuring Hectare 03.28.66 Ares, out of the said land and decided to develop the same in furtherance to the said Joint Venture Agreement, by sanctioning plots of diverse sizes, along with open spaces, recreation areas, thereon and to enter into Agreements of sale and execute proper final conveyances or such other final alienating documents in respect of the sanctioned plots, for permissible purpose to and in favor of prospective purchasers / Allotte/s and receive and appropriate the consideration / sale proceeds

thereto in terms of the Joint Venture Agreement; **(iii)** The Promoter has carried out demarcation of the said land through the revenue authorities on 16th May 2005 (MR No.11705) and further a layout is also now sanctioned by the Chief Executive Officer, PMRDA vide their office order No. DP /BMA / Mouje Kanhe / S No. 187 / CR No 497 / 17-18 dated 11th August 2017, whereby the said authority granted permission to develop the said portion / land admeasuring 35489.60 Sq. Mtrs., out of the said land and further the authority granted order and further intimation to village officer, Kanhe, under section 42 subsection (k) of the Maharashtra Land Revenue Code, 1966 vide their office order No. Maval / SR / 40 / 2017 dated 09th November 2017 and permitted the said land for non-agriculture i.e. residential activities, for their proposed **“9 Luxure Estates”** project.

(I) The Allottee/s herein is / are interested in purchase of Plot/s from the said approved layout as such on demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the layouts and specifications prepared by the Promoters Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (herein after referred to as “the Said Act”) and the Rules and Regulations made there under;

(J) (i) The authenticated copies of Certificate of Title issued by the Advocate of the Promoter, authenticated copy of village Form No. vii, viia and xii showing the nature of title and or ownership of the Owners / Promoter to the Project Land have been annexed hereto and marked as Annexure “A” and “B” respectively; **(ii)** The authenticated copies of the plans of the layout, open space, amenity space, internal roads and construction as approved by the Local Authority, PMRDA have been annexed and marked as “Annexure C”; **(iii)** The authenticated copies of specification/description of the Project plot agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as “Annexure D”;

(K) (i) While sanctioning the said layout -plans the local authority and or government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and upon due observance and

performance of which only the completion or occupation certificate in respect of the structure shall be granted by the concerned local authority;

(L) (i) The Allottee/s has / have applied to the Promoter for allotment of the Plot No. _____, admeasuring _____ Sq. Mtrs i.e. _____ Sq. Ft., from the Project **“9 Luxure Estates”**, which Plot is more particularly described in the Second Schedule written hereunder and for the sake of brevity herein after referred to as the Said Plot, for a lump sum consideration of ₹ _____/- (In words rupees _____ Only); **(ii)** Prior to the execution of these presents, the Allottee/s has/ have paid to the Promoter a sum of ₹ _____/- (In words rupees _____ Only), being part payment of the sale consideration of the Said Plot agreed to be sold by the Promoter to the Allottee/s as advance payment or application fee (the payment and receipt whereof the Promoter both hereby admits and acknowledge) and the Allottee/s has / have agreed to pay to the Promoter the balance of the said consideration in the manner hereinafter appearing; **(iii)** The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 with the Reals Estate Regulatory Authority at No _____ dated _____; **(iv)** Under section 13 of the said Act the Promoter is required to execute a written Agreement of Sale of the Said Plot with the Allottee/s, being in fact these presents and also registered said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties hereof, the Promoter hereby agrees to sell, and Allottee/s hereby agrees to purchase the Said Plot;

NOW THEREFORE THIS AGREEMENT WITNESSTH AS IT IS HEREBY AGREED BY ANDBETWEEN THE PARTIES HERETO AS FOLLOWS-

(1) Layout Sanction-

(a) The Promoter has got a layout plan sanctioned along with non-agricultural use permission in respect of the land fully described in the Schedule ___, written hereunder from the PMRDA and the Promoter herein shall have absolute powers, authorities to amend, alter and or amalgamate with adjoining lands / plots as the case may be, said

approved layout of the land, provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s, in respect of variations or modification which may be adversely affect the Said Plot of the Allottee/s, and/or if any such alternation or additions and/or amalgamation is adversely affecting the area of the Said Plot. Except this, it is expressly made clear that the Allottee/s has / have expressly granted his / her / their irrevocable consent for the above and no separate consent / noc is required in that behalf.

(b) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Local Authority, PMRDA and such other concerned authorities at the time of sanctioning the said layout or thereafter in relation to the said land and shall, before handing over possession of the Said Plot to the Allottee/s, ensure that due compliance is made in relation to the Said Plot.

(2) Consideration & Taxes-

(a) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s the Said Plot No ____ admeasuring ____ Sq. Mtrs. i.e. ____ Sq. Ft., for the consideration of _____ (In words _____ Only) from Project **“9 Luxure Estates”**, (herein referred to as “the Said Plot”) as shown in the layout plan thereof hereto annexed and facilities appurtenant thereto, the nature, extent and description of the common areas and facilities, which are more particularly described in the **Schedule**____ herewith.

(b) The Allottee/s has / have paid on or execution of this Agreement a sum of ₹ _____/- (In words _____ not exceeding 10 % of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of ₹ _____/- (In words rupees _____ Only) in the following manner.

i. Amount of ₹ _____/- (not exceeding ____ % of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of ₹ _____/- (not exceeding ____ % of the total consideration) to be paid to the Promoter on _____.

iii. Amount of ₹ _____/- (not exceeding ____ % of the total consideration) to be paid to the Promoter _____.

iv. Balance amount of ₹ _____/- (Rupees _____ Only) against and at the time of handing over of the possession of the Said Plot to the Allottee/s.

It is expressly declared by the parties hereto that the aforesaid payment schedule is suitable to them and as such agreed by and between them.

(c) The total price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess, if applicable or GST or any other similar taxes, and which may be levied about these presents and carrying out the Project payable by the Promoter up to the date of handing over the possession of the Said Plot.

(d) The total price is escalation free, save and except escalations / increase, due to increases on account of development charges payable to the Competent Authority / Maharashtra Regional Town Planning Authority and or Pune Metropolitan Regional Development Authority or State Government and or any other increase in charges, which may be levied or imposed by the Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost or levies imposed by the competent authorities etcetera, the Promoter shall enclose the said notification / order / rule / regulation published / issued in that behalf to the effect along with the demand letter being issued to the Allottee/s, which shall be only applicable on subsequent payments.

(e) Time is essence for the Promoter as well as to the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Said Plot to the Allottee/s and the Common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, if applicable, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him / her / them and meeting the other obligations under the Agreement, subject to the simultaneous completion of construction by the Promoter as provided herein above. (Payment Plan)

(f) The Allottee/s shall make all and every payment in terms hereof to the Promoter through negotiable instruments only and the same shall be deemed to be received by the Promoter only upon credited in their account.

(3) FSI / TDR

(a) The Promoter hereby declares that the allottees is/are free to utilize the Floor Space Index whatever approved and available as on date in respect of the Said Plot and the Purchaser/s shall use the Said Plot only for residential purpose and construct according to the sanctioned and or approved construction plan from the concerned authority on the Said Plot.

(b) The FSI in respect of the internal roads, open spaces, recreation and or amenity spaces and such other areas in the open space, either in approved / existing layout or amended or altered layout in respect of the said land / lands of Promoter herein in the project, shall always be the property of the Promoter and the Promoter shall be entitled to use, enjoy and or sell, transfer such FSI to any third party or load in the project on any kind of permissible construction as shall deem fit and the Allottee/s herein shall have no objection of whatsoever nature and or shall not have any kind of claim, demand in that behalf.

(c) The Promoter shall be entitled to use or load or retain all the FSI available in the total project including that of internal roads, approach roads, amenity spaces, open spaces and lands available under such heads from the total project, save and except that of the Said Plot, for their permissible construction activities such as amenities and facilities etcetera and the Allottee/s herein shall have no objection of whatsoever nature.

(4) Infrastructure –

(a) The Promoter has agreed to make infrastructure like provision for water, provision for electricity, fencing, internal roads, entrance gate, landscape, name boards, street lights and amenities and facilities in the total project at their own cost.

(b) Internal roads / approach roads in the total project and or in the existing layout for the time being or future amended layout/ amalgamated layout shall always be the property of the Promoter herein

and the Allottee/s shall have rights to use and enjoy the same. So also, the Promoter shall be entitled to allot the use of / ingress / egress of such internal roads / approached to any third person of their choice and upon the terms conditions as they deem fit.

(c) The Promoter may as per the rules and or future rules, as and when if required, hand over the said internal roads / approach roads to local body and claim compensation in the form of money and or FSI or TDR, as the case may be, for themselves. However, in such an event the Allottee/s rights to use and enjoy the same shall continue. Such FSI / TDR, if permissible and received and or claimed, shall be used by the Promoter either in the project or elsewhere as per their choice and the Allottee/s shall have no objection nor shall have any claim and or demand in this behalf. Irrespective of the above, the roads shall be maintained by the Allottee/s or their successors in title from the project in terms hereof after completion and handing of the project.

(5) Termination-

(a) If the Promoter fails to abide by the time schedule for handing over possession of the Said Plot to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intent to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoter interest as specified in the Rule, on all the delayed payment/s/, which becomes due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date of said Amount is payable by the Allottee/s to the Promoter.

(b) Without prejudice to the right of Promoter to charge interest in terms above, ie interest as specified in the applicable Rules, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his / her / their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payments of installments, the Promoter shall at his / her own option, may terminate this Agreement.

PROVIDED that the Promoter shall give notice of **fifteen days** in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of

his / her/ their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the Period of notice then at the end of such notice period the Promoter shall be entitled to terminate this Agreement.

PROVIDED further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recover of at agreed liquidated damages of 20% of the consideration then paid by the Allottee/s) or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Said Plot which may be then have been paid by the Allottee/s to the Promoter.

(6) Possession of Plot-

(a) The Promoter shall give possession of the Said Plot to the Allottee/s on or before **09th November 2019** and only after receipt of all the amount of consideration and other charges referred to herein in these presents. If the Promoter fails or neglects to give possession of the Said Plot to the Allottee/s on account of reasons beyond their control and or their agents by the aforesaid date then the Promoter shall be liable, on demand to refund to the Allottee/s, the amounts already received by them in respect of Said Plot, with interest at the same rate as mentioned herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Said Plot on the aforesaid date, if completion of the Project is delayed on account of - (i) War, Civil commotion or act of God (ii) Any notice, order, rule, notification of the Government and or other public competent authority / court.

(b) The Promoter, after receipt of the entire agreed amount of consideration hereof, **offer in writing the possession** of the Said Plot to the Allottee/s in terms of this Agreement to be taken within 15 (Fifteen days) days from the date of the issue of such notice and the Promoter shall give possession of the Said Plot. The Promoter 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

Promoter. The Allottee/s agrees to pay the maintenance charges as determined by the Promoter or Association of Allottee/s.

(c) The Allottee/s shall **take possession** of the Said Plot within 15 (fifteen) days of the written notices from the Promoter to the Allottee/s intimating that the Said Plot is ready for use and occupancy.

(d) Failure of Allottee/s to take possession of Said Plot – Upon receiving a written intimation from the Promoter as per 6 (b), the Allottee/s shall take possession of the Said Plot from the Promoter by executing necessary indemnities, undertakings and as such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Said Plot to the Allottee/s. In case the Allottee/s fails to take possession within the time provided herein such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

(7) Use of Plot-

(a) The Allottee/s shall use the Said Plot or any part thereof or permit the same to be used only for the purposes which are permitted under existing and future applicable laws. If the Allottee/s is constructing on the Said Plot his / her / their residential unit / structure, the same shall always be in accordance with the rules and or the approved construction hereof with the permissible FSI whatever has sanctioned and approved or any kind of increase therein from the concerned authorities in terms of the then applicable laws / rules. Further the Allottee/s shall obtain due permission from the concerned office i.e. PMRDA starting construction of their proposed residential unit as and when necessary.

(b) After handing over possession of the Said Plot by the Promoter to the Allottee/s may construct his / her / their bungalow / premises by preparing their own construction plan and to get approved by the concerned Govt. Authorities. The Allottee/s has agreed and under taken not construct any illegal structure on the Said Plot and or use the same for any unlawful activities.

(8) Conveyance-

(a) The Promoter shall, after the receipt of entire agreed amount of consideration in terms hereof and other dues mentioned, execute final conveyance hereof in furtherance to these presents to and in favor of the

Allottee/s herein i.e. after completion of entire development work in the said project.

(b) The Allottee/s along with other Allotes of Plots in the Project shall be under obligation, irrespective of final conveyance, join in forming and registering the Society /Common Body / Federation in relation to the common areas, use and enjoyment of facilities and amenities in the project, and for such other related things, to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and or membership and the other papers and documents necessary for the formation and registration of the Society /Common Body / Federation and for becoming a member, including the bye-laws of the proposed Society / Common Body / Federation and duly fill in, sign and return to the Promoter within seven days of the same being forwarded to the Promoter to the Allottee/s, so as the enable the Promoter to register the Society / Common Body / Federation / common organization of Allottee/s. No objection shall be taken by the Allottee/s, if any changes or modifications are made in the draft by laws as may be required by the Registrar of Co-Operative Societies or any other such Competent Authority and or by the Promoter herein.

(c) The Promoter shall, on registration of the Society / Common Body / Federation, as aforesaid, (i.e. which shall be formed by the Promoter only after allotment of **51% plots** from the entire project to prospective purchasers) cause to be transferred to the Society / Common Body / Federation as the case may be, all the right, title and the interest of the Promoter and or the then Owners in the common areas and facilities thereto in the project.

(9) Maintenance-

(a) Wherever in this Agreement it is stipulated that the Allottee/s has/ have to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the area of the Said Plot with the total Project land and or on the actual working thereof by the Promoter.

(b) The Allottee/s and their successors in title shall be under obligation to pay outgoings in relation to the Said Plot including proportionate maintenance of internal roads, approach roads, entrance gates, compound wall of the periphery of the colony / project, water, drainage

and electrical lines, landscaping, security, local taxes, non- agricultural tax, repairs, salaries of sweepers, chokidwars and all expenses necessary for management and maintenance of the Project.

(c) The Promoter themselves or through their agency shall carry out such maintenance for a period of **one year** from handing over possession of the Said Plot at the cost of the Allottee/s. Until the Society / Common Body / Federation is formed and the same is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share for the above referred outgoings, as may be determined.

(d) The Allottee/s further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution of **₹ 05/- Per Sq. Ft.** of the Said Plot towards outgoings and for a period of one year the amount works out to be ₹ _____/- (Rupees _____ Only) and the same be paid by the Allottee/s to the Promoter before taking possession of the Said Plot. The amount so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance is executed in favor of the Allottees / Society / Common Body / Federation. On such conveyance hereof being executed, the aforesaid deposits (less deduction / amount spent, and other permissible deductions provided in this Agreement) shall be paid over by the Promoter to the Society/ Common Body / Federation.

(e) As stated earlier, the Promoter shall form Society / Common Body and or Federation / private trust as permissible and suitable under existing laws, for common area maintenance of the Project. The rules and regulations, and or amendments thereto shall be binding upon the Allottee/s. It is expressly agreed that irrespective of use of the Said Plot by the Allottee/s, the maintenance as agreed shall be payable by the Allottee/s to the Promoter.

(10) Deposits & other charges-

(a) The Allottee/s shall on or before delivery of possession of the Said Plot keep deposited with the Promoter, the following amounts-

(i) ₹ 250/- (Rupees Two Hundred Fifty Only) for share money, application entrance fee of the Society / Common Body / Federation and for formation, registration of the Society / Common Body / Federation.

(ii) ₹30,000/- (Rupees Thirty Thousand Only) for registration of Agreement to Sale, Sale Deed and processing mutation entry in furtherance thereof on the Form No. vii, viia and xii.

(iii) ₹_____-/- for deposits towards Water, Electric and other utility and services connection charges and

(vi) ₹50,000/- (Rupees Fifty Thousand Only) for deposits of electrical receiving and substation / transformer installation in lay out.

(b) The Allottee/s shall pay to the Promoter the aforesaid money / sum of ₹_____-/- for meeting all legal costs, charges and e expenses including professional cost of the Attorney at law/ Advocate of the Promoter in connection with formation of the said Society /Common Body / Federation and for preparing its rules, regulations and bye laws and the costs of preparing and engrossing the conveyance.

(c) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Common body or Federation or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

(d) At the time of registration of conveyance hereof, the Allottee/s shall pay to the Promoter, the Allotte's share of stamp duty and registration charges payable, by the said Society on such conveyance or any document of instrument of transfer in respect of the Said Plot.

(11) Declarations of Promoter-

(A) (i) The Promoter has clear and marketable title with respect to the project land: as declared in the title report/ certificate annexed to this Agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project.

(ii) The Promoter has lawful rights and requisite approval and or sanctions from the competent authorities to carry out development of the project and shall, if required, obtain requisites approvals from time to time to complete the development of the project.

(iii) There are no encumbrances upon the project land.

(iv) There are no litigations pending before any court of law with respect to the project land and or project.

(v) All approvals and permits issued by the Competent Authorities with respect of the project, the project land is valid, subsisting and enforceable as have been obtained by following due process of law and the Promoter has been and shall all times, remain to be in compliance with all applicable laws in relation to the project, project land, building / structures and common areas.

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

(vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Plot to the Allottee/s in the manner contemplated in this Agreement.

(viii) At the time of execution of the conveyance deed hereof in furtherance to these presents to the Allottees / Society / Common Body / Federation of the Allottee/s, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the common areas, if those are ready for use and enjoyment, to the Society/ Common Body / Federation as the case may be.

(ix) The Promoter has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies impositions, premiums, damages and or penalties and other outgoings, whatsoever, payable with respect to the said project to the Competent Authority. However, after handing over possession of the Said Plot to the Allottee/s herein, the charges, fees, and or such other payable dues / taxes, cesses from the local and other government and semi government authority shall always be paid by the Allottee/s.

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

(B) Notwithstanding anything contained herein, the Promoter hereby categorically declares and place on record-

(i) The name of the Project shall not be changed by the ultimate Society / Common Body and or Federation and the Allottee/s herein shall have no objection for the same.

(ii) For any allotment in the Project by the Promoter the Allottee/s shall have no objection.

(iii) It is expressly declared that the possession of the Said Plot shall be handed over by the Promoter to the Allottee/s, in terms hereof and only after receipt of the entire agreed amount of consideration, his / her / their dues and other payments in terms hereof. However, the possession of the common areas and amenities and facilities, if available, shall be handed over to the Society / Common Body / Federation only at the time of completion of the entire Project by executing proper document and or arrangement.

(iv) Apart from the agreed consideration mentioned in the clause No. (2) herein, the Allottee/s shall be under obligation to pay to the Promoter following amounts before possession and conveyance hereof.

₹ 2,49,000/- (In words Rupees Two Lacs Forty Nine Thousand Only) towards infrastructure charges.

(v) Notwithstanding anything contained in these presents, the Owners and Promoter/Developer hereby place on record that M/s. Sai Venkata Constructions in the original Joint Venture Agreement dated 22nd May 2017, whose entire agreed consideration was duly paid through Negotiable Instruments in terms of the said Joint Venture Agreement and further the said consideration was duly acknowledged by M/s. Sai Venkata Constructions. The said firm has no rights, title and or interest in the project as such they are not joined in any capacity to this agreement.

(vi) The sanctioned layout herein shows total area 35490.20 Sq. Mtrs., including the area owned exclusively by Mr. Shrenik V. Balai and Ramesh Raghunath Galphade admeasuring 2735.40 Sq. Mtrs., and is under Green Belt. Irrespective of the any contents hereof in these presents, the said area shall always be the land and or the property of Mr. Shrenik V. Balai and Ramesh Raghunath Galphade and all and every

benefit thereof including that of FSI etcetera shall always go to said Mr. Shrenik V. Balai and Ramesh Raghunath Galphade and or their nominee/s, assignee.

(12) Covenants of Allottee/s-

The Allottee/s or himself / themselves with intention to bring all persons into whosoever hands the Said Plot may come, hereby covenants with the Promoter as follows-

(i) To maintain the Plot at the Allottee's own cost in good and tenantable repairs and condition from the date that of possession of the Said Plot is taken and shall not do or suffer to be done anything in or to the Said Plot and in appurtenant area, which may be against the rules, regulations or bye laws or changes / alter or make addition affecting the adjoining owner of Plots.

(ii) Not to store in the Said Plot any goods which are hazardous, combustible or dangerous nature material or goods, which are objected to by the concerned local or other authority.

(iii) Allottee/s shall be under obligation to keep the Said Plot in clean and habitable condition and if any construction is carried out by the Allottee/s and or their agents, shall ensure the same to be in good condition and or shall not do or suffer to be done anything in or to the Said Plot / Building / Structure thereon which may be contrary to the rules and regulations and or byelaws of the local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provisions, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and or other public authority.

(iv) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land, in which the Said Plot is situated or any part thereof or whereby any increased premium shall become payable in reset of the insurance.

(v) Not to throw dirt, rubbish, rags, stack garbage or other refuse or permit the same to be thrown from the Said Plot in the compound or any portion of the project land or the Said Plot.

(vi) Pay to the Promoter within fifteen days of demand by the Promoter, his / her / their share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection provided to the Said Plot.

(vii) The Allottee/s shall not let, sublet, transfer, assign or part with interest or benefit factor of this Agreement or part with or without possession of the Said Plot until all the dues and entire agreed amount of consideration hereof, payable by the Allottee/s to the Promoter under this Agreement are fully paid up.

(viii) The Allottee/s shall observe and perform all the rules and regulations which the Society/ Body of Allottee/s or Apex Body or Federation, as the case may be, and or may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Said Plot/ Project and for observance and performance of the Rules, Regulations and By-laws for the time being of the concerned local authority and of Government and other Public Bodies. The Allottee/s shall also observe and perform all stipulations and conditions laid down by the Society / Apex Body / Federation regarding the occupancy and use of the Said Plot in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(ix) Till a conveyance of the Plot is executed, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and other, at all reasonable times, to enter into and upon the Said Plot or any part thereof to view and examine the state and condition thereof.

(13) Grant-

(a) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said Plot. The Allottee/s shall have no claim save and except in respect of the Said Plot hereby agreed to be sold to him and all open spaces, parking spaces, recreation spaces and construction, if any from the common areas, in the layout, will remain the property of the Promoter.

(b) The Promoter shall have all and every right, either full or part, to transfer, sell, convey and or lease, give on license or assign this project

and or their rights, title and interest therein, or the facilities and amenities and or the proposed their owned structures, to any other person / body or firm / company as they deem fit upon the terms and conditions suitable to them but in such an event the Allottee/s rights hereof shall remain unaffected.

(c) Any delay tolerated, or indulgence shown or omission on the part of the Promoter in enforcing the terms of the agreement or forbearance or granting time for payment dues etcetera by the Promoter to an in favor of the Allottee/s, shall not be construed as waiver on the part of the Promoter and shall not cause any prejudice to the Promoter.

(14) Mortgage-

(a) After the Promoter executes and register this Agreement the Promoter shall not mortgage or create a charge on the Said Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has / have taken or agreed to take Said Plot.

(b) The Allottee/s may for the purchase of the Said Plot and or for full or part payment of consideration hereof, may create mortgage Said Plot with any financial institution or bank as the Allottee/s may deem fit and the Promoter herein shall provide all possible assistance in this behalf.

(15) Binding Effect-

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall

be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

(16) Entire Agreement-

This Agreement, along with its schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes earlier communication and or documents, and or 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/plot/building, as the case may be.

(17) Amendments-

(a) The Promoter and Allottee/s hereby place on record that this Agreement shall be amended only through written consent of parties and or any mistake if noticed in the contents hereof and or any typographical error/s noticed hereof, such things and facts shall be corrected mutually by the parties hereto.

(b) The Promoter and Allottee/s herein 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.

(18) Subsequent Allottee/s-

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

(19) Severability-

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

(20) Amenities / Facilities-

(a) The Promoter in the project providing certain specified amenities and facilities to the Allottee/s and the same shall be always at cost and rules in that behalf. Such amenities and facilities are list out in the Annexure-E, hereunder and shall form a part hereof and this clause shall be read together with the clause No.____.

(b) As stated herein, the Promoter has exclusively retained ownership of the project land save and except the allotted Plots / lands to diverse purchasers / Allottees by following due process. For such land areas, the Promoter and or their agents shall have all the powers, authorities and liberties to provide the amenities and facilities therein such as club house, garden areas and such other recreational things. Such amenities and facilities shall always be owned by the Promoter; however the Allottee/s herein may take membership for the same at cost.

(c) The membership for such facilities and amenities shall be granted by the Promoter upon the terms and conditions as decided by the Promoter along with entrance fee, deposits, and monthly charges etcetera.

(d) The Promoter may allot membership to outsider and persons out of project for enjoyment and use of such amenities and facilities upon the terms and conditions as they deem fit and the Allottee/s shall have no objection of whatsoever nature.

(e) The Allottee/s shall, after taking possession of the Said Plot, be entitled to take membership of such amenities and facilities in the manner referred to herein above by paying the requisite sums and use the same for himself /herself/ themselves. Such membership granted to

family (family includes husband wife and minor son/daughters) by the Promoter to the Allottee/s shall always be perpetual, transferable and or inheritable with the Said Plot.

(21) Execution & Registration-

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

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

(c) The charges towards stamp duty and Registration of this Agreement and further deeds, documents including that of final conveyance hereof shall be borne by the allottee/s.

(22) Notices-

(a) All the notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served, if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/ and or Under Certificate of Posting, at their respective addresses specified below:

(Allottee's Address)-

Name of Allottee _____

Address_____

Notified Email ID: _____

(Promoters Address) -

M/s SVB Realty Pvt. Ltd.

4th Floor, Commerce Avenue, Above P. N. G. Jewelers,
Paud Road, Pune – 411038.

Notified Email ID: _____

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

(c) In case if there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s 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.

(23) Dispute –

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

(24) Applicable Law-

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune courts will have the jurisdiction for this Agreement.

SCHEDULE-I

(Description of the total land)

All that piece and parcel of the land bearing Gat No. 187 Hissa No. 1 admeasuring 05 Hectare 33.40 Ares (including Pot Kharaba), assessed at ₹ 10 - 25 Ps, situated at Village Kanhe, Taluka Maval, District Pune and within the local limits of Zilla Parishad Pune and Panchayat Samiti Pune and within the jurisdiction of Sub-Registrar Maval and bounded as -

On or towards East	-By land area belongs to Shri Dhotre,
On or towards South	- By Gat No. 173,
On or towards West	- By Aherwade Road, and

On or towards North -By remaining area out of Gat No. 187/1.

SCHEDULE- II

(layout land) Project- 9 Luxure Estates

Land admeasuring 3 Hectare 28.66 Ares out of the Gat No. 187 Hissa No. 1 admeasuring 05 Hectare 33.40 Ares (including Pot Kharaba), situated within the administrative limits of Pune Zilla Parishad and Panchayat Samiti Taluka Maval, District Pune and within the jurisdiction of Sub Registrar Taluka Maval-Vadgaon.

SCHEDULE -III

(Subject matter – Said Plot)

Plot No. _____, admeasuring _____ Sq. Mtrs. i.e. _____ Sq. Ft. out of the sanctioned layout of the land described in FIRST SCHEDULE hereinabove given and bounded as follows -

On or towards the East : By _____

On or towards the South : By _____

On or towards the West : By _____

On or towards the North : By _____

along with all the appurtenances pertaining thereto and along with right of access through the internal roads under the layout and approach road.

**IN WITNESS WHEREOF THE PARTIES HAVE SIGNED HEREUNDER
TODAY AT VADGAON MAVAL, PUNE**

Name	Sign	Photo	Thumb
SIGNED AND SEALED WITHIN NAMED PARTY OF FIRST PART i.e. Owner/s. 1. Mr. Govind Sitaram			

Dabhade 2. Mrs. Sunanda Govind Dabhade through their registered POA Holder M/S. SVB REALTY PVT. LTD. Through its Director/ authorized signatory SHRI. SHRENIK VINAY BALAI			
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Name	Sign	Photo	Thumb
SIGNED AND SEALED WITHIN NAMED PARTY OF THE SECOND PART i.e. Developer. M/S. SVB REALTY PVT. LTD. Through its Director/ authorized signatory SHRI. SHRENIK VINAY BALAI			

POA Holder M/S. SVB REALTY PVT. LTD. Through its Director/ authorized signatory SHRI. SHRENIK VINAY BALAI			
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In the Presence of**Witness No.1**

Name & Address	Sign

In the Presence of**Witness No. 2**

Name & Address	Sign

ANNEXURE – A

Title Report with schedule of property-

Place-

Dated ..day of 20.....

Advocate

ANNEXURE -B

(Authenticated copies of village Form No. vii, viia and xii)

ANNEXURE –C-1

(Authenticated copy of the plan of the Layout as approved by the Local
Authority)

ANNEXURE - C-2

(Authenticated copies of the plan of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

(Authenticated copies of the plan of the Plot agreed to be purchased by the Allottee/s as approved by the concerned local authority)

ANNEXURE – E

(Amenities and Facilities in the Project)

- 1.
- 2.
- 3.
- 4.
- 5.

The Promoter shall have exclusive rights, authorities and liberties to alter, change amenities, or provide for additional amenities and facilities, as the Promoter deems fit and or in the interest of the Project and the Allottee/s herein shall have no objection of whatsoever nature for the same.

ANNEXURE -F

(Authenticated copy of the Registration Certificate of the Project granted
by the Real Estate Regulatory Authority)

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