



AGREEMENT

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

BETWEEN-

(1) **MR. MARUTI MAHADU ASAVALE**, Age - 51 Years, Occupation- Agriculture, PAN NO. AHMPA 5694B (2), **MR. AVINESH MARUTI ASAVALE** Age- 29 Years, Occupation- Agriculture, PAN NO. AOZPA9566N (3) **MR. RAJEET MARUTI ASAVALE**, Age- 23 Years, Occupation- Agriculture, PAN NO. BKGPA 8216 D, All residing at, At and Post Takve Budruk, Taluka Vadgaon Maval, District Pune, All 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- 29 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.**

WHEREAS -

(A) The lands bearing (i) **Gat No. 600** admeasuring **00Hectare 40 Ares** (ii) **Gat No. 601** admeasuring **03 Hectare 46.80 Ares** and out of this total land an area admeasuring **02 Hectare 05 Are**, (iii) **Gat No. 607** admeasuring **00Hectare 16.20 Ares**, (iv) **Gat No. 609** admeasuring **00 Hectare 52.30 Ares**, (v) **Gat No. 603**admeasuring **00 Hectare 05 Ares**, out of this total land an area admeasuring **00 Hectare 04 Ares**, (vi) **Gat No. 604** admeasuring **00 Hectare 10 Ares** (vii) **Gat No. 605** admeasuring **00 Hectare 06 Ares** (viii) **Gat No. 608** admeasuring **00 Hectare 37.5 Ares**, all of **village Takve Budruk**, all situated within the administrative limits of Pune Zillha Parishad Taluka Panchyat Samiti Vadgaon Maval, and within the revenue jurisdiction of Sub Registrar Vadgaon Maval, District Pune, 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**" being the land as per Form No. vii, vii and xii is **05 Hectare 14 Ares**, and **out of this total land** property, an area admeasuring **04 Hectare 1.87 Ares**, is being developed in Joint Venture by the Owners and 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/M. Takve /Tq Maval/ Gat No. 600 & others (part) / PK 405/ 18-19 dated 19th September 2018, 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 of Lands-

(1) Gat No. 600 Takve Budruk-

(i) The land of Gat No. 600 was initially a part of the Survey No. 265 Hissa No. 5, Takve Burdurk, admeasuring 3 Acres 10 Gunthas and was owned by Mr. Rama Godu Dhore, who died during 1955 and the village officer recorded names of his legal heirs – i.e - **Mr. Chindhu Rama Dhore**, his wife Mrs. Rahibai Rama Dhore, married daughter Mrs. Dondabai Babu Malpote-, in the revenue record and on Form No. vii, viia and xii, vide mutation entry No. **1075** dated 20th January 1958 and the said mutation was duly certified by the Circle Officer on 14th February 1958. Mr. Chindhu Rama Dhore's name was recorded as karta and manager of the family after Gatwari vide vide mutation entry No. **1** dated 29th August 1978, duly certified and the Gat No. 600 of village Takve came into existence & owned by **Mr. Chindhu Rama Dhore**, as karta and manager of family and land was admeasuring 01 Hectare 32 Ares and assessed at ₹03.50 Ps and the same is reflected in the Scheme Extract in the matter of Gatwari.

(ii) Mr. Chindhu Rama Dhore, along with Mrs. Suman Baban Shinde, Mrs. Kamal Ramesh Kale and Mrs. Nanda Ram Mankar conveyed an area admeasuring **00 Hectare 40 Ares** out of the total land of 01 Hectare 32 Ares of Gat No. 600 of village Takve Bk, in favor of **Mr. Raju Sudam Jadhav** and **Mr. Vijay Sudam Jadhav** vide an **indenture of sale** dated 12th February 1999, duly registered at the office of Sub Registrar Taluka Maval-Vadgaon at Serial No. 582 / 1999. The village officer recorded the names of the said purchasers- **Mr. Raju Sudam Jadhav** and **Mr. Vijay Sudam Jadhav** in revenue record in holder's column in respect of the Gat No. 600 for the area so purchased vide mutation entry No. **2808** dated 02nd February 2013.

(iii) The owners- Mr. Raju Sudam Jadhav and Mr. Vijay Sudam Jadhav earlier to the above finalization of the mutation, had executed an **Agreement of Sale** (Sathekhat) dated 20th January 2011 in relation to the said acquired 00 Hectare 40 Ares out of Gat No. 600 village Takve Bk with **Mr. Maruti Mahadu Asavale** duly registered at the office of the Sub Registrar Maval / Vadgaon at Serial No. 455/ 2011 on 21st January 2011. Said Jadhavs executed the final indenture of sale, in furtherance to the said Agreement in favour of **Mr. Maruti Mahadu Asavale** vide dated 01st February 2013, duly registered at the office of the Sub Registrar Taluka Maval-Vadgaon at Serial No. 868 / 2013 and the village officer, Takve Bk recorded the name of Mr. Maruti Mahadu Asavale vide mutation entry No. **2894** dated 01st February 2014 in revenue record and on Form No. vii, viia and xii in holder's column as owner and the said mutation was certified as such **Mr. Maruti**

Mahadu (Mahadav) Asavale became the **absolute owner** of the **00 Hectare 40 Ares**

(2) Gat No. 601, 607, 609 and 603 Takve Budruk-

The land of Gat No. 601 was initially a part of the Survey No. 265 Hissa No. 1, Takve Bk, admeasuring 8 Acres 10 Gunthas, Gat No. 607 was part of Survey No. 265 Hissa No. 9 admeasuring 16 Gunthas, Gat No. 609 was part of Survey No. 265 Hissa No. 11 and Gat No. 603 was part of Survey No. 265 Hissa No. 4 were owned by **Mr. Gopala Rama Mahar** and samasth Mahar family. (over a period, family members / legal heirs also referred to as Sable, Jadhav or Nanaware). However after Gatwari Scheme the Gat No. 601, 607, 609, and 603 Takve Bk came into existence and subsequently came to be owned by Mr. Keshav Budha Sable, Mr. Chintaman Kaju Sable, Mr. Namdeo Rangu Sable, Mr. Waman Pandharniath Sable, Mr. Savala Pandharinath Sable, Mr. Dnyanu Maaruti Sable, Mr. Maruti Bala Sable, Mr. Damu Tukaram Nanaware, Mr. Zipa Tavji Nanaware, Mr. Dudaji Bhika Nanaware, Mrs. Padabai Bhika Nanawarre, Mrs. Gubabai Gangaram Nanaware, Mr. Kanhu Raghu Jadhav, Mr. Nama Raghu Jadhav, Mr. Gopala Rama Jadhav, Mr. Sudam Sharav Jadhav, Mr. Shankar Dhakuji Jadhav, Mr. Nathu Sakharam Jadhav and Mr. Vishnu Jadhav. After application of provisions of the Weights and Measurement Act, 1958 and Indian Coinage Act, 1955 to the area of Takve Bk the land of Gat No. 601, 607, 609 and 603 became 03 Hectare 46.8 Ares, 00 Hectare 16.20 Ares and 00 Hectare 53.30 Ares and 00 Hectare 05 Ares respectively. These owners Sables, Nanawares and Jadhavs have conveyed specified land portions in the following manner to Asavales.

Sale Deeds- (lands acquired by Asavales)

The owners (**Mahars - Sables, Nanawares and Jadhavs**) have transferred and conveyed specified portions out of their ownership lands of Gat No. 601, 607, 609 and 603 of Takve Bk as per their oral understanding.

(i) (a) Mr. Anil Ganpat Nanaware & others conveyed the land admeasuring 00 Hectare **21.67** Ares out of the total land of Gat No. 601 of village Takve Bk, in favor of **Mr. Sanjay Shivling Nashte** vide an indenture of sale dated 30th October 2009 duly registered at the office of the Sub Registrar Taluka Maval at Vadgaon at Serial No. 6563/2009. **(b)** The village officer, Takve Bk recorded the name of Mr. Sanjay Shivling Nashte in revenue record and on the Form No. vii, viia and xii in holder's column vide mutation entry No. **2223** dated 01st December 2009 and the said mutation was certified.

(ii) (a) Mr. Hiranman Gopala Jadhav & others have conveyed land portions admeasuring **00 Hectare 38.25 Ares** out of total land of Gat No. 601, land **00 Hectare 0.02** Ares and out Gat No. 607 and land **00 Hectare 6.25 Ares** out of total

Gat No. 609 of village Takve Bk, in favor of **Mr. Avinash Maruti Asavale, Mr. Ranjeet Maruti Asavale** vide indenture of Sale dated 20th April 2009, registered at the office of the Sub Registrar Taluka Maval Vadgaon at Serial No. 2332/2009. **(b)** The village officer, Takve Bk recorded the name of said purchasers- Asavales- in revenue record in relation to the Gat Nos. 601, 607 and 609 vide mutation entry No. **2250** dated 01st January 2010 and the said entry is certified.

(iii) (a) Mr. Dagdu Keshav **Sable, Jadhav, Nanaware** conveyed land portions ie **01 Hectare 24 Ares** out of Gat No. 601, **00 Hectare 6.25 Ares** out of Gat No. 607 and **00 Hectare 19.57 Ares** out of Gat No. 609 of village Takve Bk to and in favor of **Mr. Avinash Maruti Asavale, Mr. Ranjeet Maruti Asavale**, vide an indenture of sale dated 25th September 2009 duly registered at the office of the Sub Registrar Taluka Maval Vadgaon at Serial No. 6025 / 2009. **(b)** The village officer, Takve Bk recorded the names of Asavales in revenue record vide mutation entry No. **2252** dated 01st January 2010 and the said entry was duly certified.

(4) Mr. Dilip Shirang Choure, Mr. Dinesh Shirang Choure, Mrs. Sushila Jalindar Chavan, Mrs. Vatchala Kisan Kadlak conveyed land portions ie **00 Hectare 10.1 Ares** out of Gat No. 601, **00 Hectare 05 Ares**, out of Gat No. 607 and **00 Hectare 01.5 Ares** out of Gat No. 609 of village Takve Bk to and in favor of **Mr. Rohidas Raghu Asavale**, vide an indenture of sale dated 28th February 2012 duly registered at the office of the Sub Registrar Taluka Maval Vadgaon-II at Serial No. 1046 /2012. In furtherance to this indenture the village officer, Takve Bk recorded the name of said Asavale on the Form No. vii, viia and xii in relation to the Gat Nos. 601, 607 and 609 vide mutation entry No. **2575** dated 10th April 2012 and the said entry was duly certified.

(5) Mr. Dnyaneshwar Maruti Sable, Mrs. Mandakini Dnyaneshwar Sable, Mr. Mahesh Dnyaneshwar Sable, Mrs. Mandabai Siddharth Sable, Mr. Avinash Siddharth Sable conveyed land portions ie **00 Hectare 14 Ares** out of Gat No. 601, **00 Hectare 3.37 Ares**, out of Gat No. 607 and **00 Hectare 01.8 Ares** out of Gat No. 609 of village Takve Bk in favor of **Mr. Avinash Maruti Asavale, & Mr. Ranjeet Maruti Asavale**, vide an indenture of sale dated 16th April 2012 duly registered at the office of the Sub Registrar Taluka Maval Vadgaon at Serial No. 2089 /2012. The village officer, Takve Bk recorded the name of said Asavales on the Form No. vii, viia and xii in relation to the Gat Nos. 601, 607 and 609 vide mutation entry No. **2583** dated 18th May 2012 and the said entry was certified.

(6) Mr. Savlaram Pandharinath Sable, Mr. Ankush Savram Sable, transferred and conveyed land portions ie **00 Hectare 7.5 Ares** out of Gat No. 601, **00 Hectare 01 Ares**, out of Gat No. 607 and **00 Hectare 01 Ares** out of Gat No. 609 of village Takve Bk to and in favor of **Mr. Avinash Maruti Asavale, Mr. Ranjeet Maruti Asavale**, vide an indenture of sale dated 21st June 2012 duly registered at the

office of the Sub Registrar Taluka Maval Vadgaon at Serial No. 3542 /2012. **(ii)** The village officer, Takve Bk recorded the name of said Asavales on the Form No. vii, viia and xii in relation to the Gat Nos. 601, 607 and 609 vide mutation entry No. **2698** dated 26th December 2012 and the said entry was certified.

(7) Mr. Kachrubhau Havji Jadhav, Mrs. Satyabhama Kacharubhau Jadhav, Mr. Santosh Kacharubhau Jadhav, Mr. Sunil Kachrubhau Jadhav, Mrs. Bababai Baburao Salve, Mrs. Jayashree Yeshwant Sonawane, Mrs. Shaila Uttam Bhaleson, conveyed land portions ie **00 Hectare 10.1 Ares** out of Gat No. 601, **00 Hectare 05 Ares**, out of Gat No.607 and **00 Hectare 1.5 Ares** out of Gat No. 609 of village Takve Bk (total 12 Ares) to and in favor of **Mr. Rohidas Raghu Asavale**, vide an indenture of sale dated 14th May 2012 duly registered at the office of the Sub Registrar Taluka Maval Vadgaon at Serial No. 2656/2012. The village officer, Takve Bk recorded the name of said Asavales in revenue record and on the Form No. vii, viia and xii in relation to the said Gat Nos. 601, 607 and 609 vide mutation entry No. **2742** dated 14th August 2012 and the said entry was certified.

(8) Mr. Parshuram Waman Sable & others had conveyed land admeasuring **00 Hectare 82 Ares** out Gat No. 601, **00 Hectare 04 Ares** out of Gat No. 607, and **00 Hectare 17 Ares** out of Gat No. 609 of Takve Bk in favor of **Mr. Maruti Mahadu Asavale**, vide an indenture of sale dated 27th October 2010 duly registered at the office of the Sub Registrar Taluka Maval at Vadgaon at Serial No. 6229 / 2010 and the village officer, Takve Bk inducted the name of the said purchaser in the revenue record and on Form No. vii, viia and xii in that behalf vide mutation entry No. **3037** dated 02nd September 2015 by deleting the names of the said Nanawares and the said mutation was duly certified by the circle officer on 20th November 2011.

(9) Mr. Baban Vishnu Jadhav and others had transferred and conveyed land admeasuring **00 Hectare 38.25 Ares** out Gat No. 601, **00 Hectare 02 Ares** out of Gat No. 607 and **00 Hectare 6.25 Ares** out of Gat No. 609 of Takve Bk in favor of **Mr. Maruti Mahadu Asavale** representing his minor son- Master **Ranjeet Maruti Asavale**, vide an indenture of sale dated 04th May 2009 duly registered at the office of the Sub Registrar Taluka Maval at Vadgaon at Serial No. 2547 / 2009 and the village officer, Takve Bk inducted the name of the said purchaser on Form No. vii, viia and xii in that behalf vide mutation entry No. **3038** dated 02nd September 2015 and the said mutation was certified.

(10) Mr. Rohidas Raghu Asavale had transferred and conveyed land admeasuring **00 Hectare 20.20 Ares** out Gat No. 601, **00 Hectare 01 Are** out of Gat No.607, **00 Hectare 01 Ares** out of Gat No. 609 of Takve Bk in favor of **Mr. Avinash Maruti Asavale, Mr. Ranjeet Maruti Asavale, and Mr. Maruti Mahadi Asavale**, vide an indenture of sale dated 29th April 2017 duly registered at the

office of the Sub Registrar Taluka Maval at Vadgaon at Serial No. 2454 / 2017 and the village officer, Takve Bk inducted the name of the said purchasers in the revenue record and on Form No. vii, viia and xii in that behalf vide mutation entry No. **3282** dated 12th June 2017 and the said mutation was certified.

(11) Mr. Sanjay Shivling Nashte, who had purchased the land portion out of Gat No. 601 from original owners, had conveyed the said land ie land admeasuring **00 Hectare 21.67 Ares** out Gat No. 601 Takve Bk in favor of **Mr. Avinash Maruti Asavale, Mr. Ranjeet Maruti Asavale, and Mr. Maruti Mahadav Asavale**, vide an indenture of sale dated 30th August 2017 duly registered at the office of the Sub Registrar Taluka Maval at Vadgaon at Serial No. 5560 / 2017 and the village officer, Takve Bk inducted the name of the said purchasers on Form No. vii, viia and xii in that behalf vide mutation entry No. **3314** dated 13th December 2017. There was mistake as such said entry was made again vide mutation entry No. **3363** dated 22nd June 2018 and the said mutation is duly certified.

(12) Mr. Vasant Dashrath Nanaware & others conveyed land admeasuring **00 Hectare 01 Are** out of Gat No. 603, **00 Hectare 01 Are** out of Gat No. 609, and **00 Hectare 07 Ares** out of Gat No. 601 of village Takve Bk to **Mr. Avinash Maruti Asavale, Mr. Ranjeet Maruti Asavale, and Mr. Maruti Mahadi Asavale** vide an indenture of sale 10th January 2017, duly registered at the office of the Sub Registrar Taluka Maval-Vadgaon at Serial No. 140 / 2017 and the village officer, Takve Bk recorded the name of the said Asavales on Form No. vii, viia and xii vide mutation entry No. **3378** dated 22nd August 2018 and the mutation is certified.

(13) Mr. Parshuram Waman Sable & others conveyed land admeasuring **00 Hectare 03 Ares** out of **Gat No. 603** of village Takve Bk to **Mr. Avinash Maruti Asavale, Mr. Ranjeet Maruti Asavale, and Mr. Maruti Mahadi Asavale** vide an indenture of sale 25th May 2017, duly registered at the office of the Sub Registrar Taluka Maval-Vadgaon at Serial No. 2943 / 2017 and the village office, Takve Bk recorded the name of the said purchasers on Form No. vii, viia and xii vide mutation entry No. **3364** dated 22nd June 2018 on the land of Gat No. 603 Takve Bk and the said mutation is duly certified.

(13) Consent Deeds-

There are number of legal heirs of original owners as such at the time of sale of specified portions, the members available had transferred and conveyed the same and there after consent of remaining members of families / legal heirs were obtained by executing proper deeds of consent. Ultimately Asavales, the Owners herein have acquired 05 Hectors 25.96 Ares from the erstwhile owners.

(C) Gat No.604,605 and 608 Takve Bk

(i) The land of Gat No.604 was part of land of Survey No 265 Hissa No. 3, Gat No. 605 was part of Survey No. 265 Hissa No. 7 and Gat No. 608 was part of Survey No. 265 Hissa No. 10 of village Takve Bk and all were owned by Mr. Devichand Krishnaji Marwadi, and **Mr. Dhaku Sambha Mahar** was **protected tenant**. During the year 1965 to till Gatwari village record shows that his name got inducted in the holder's column vide mutation entry No. **1480** dated 14th November 1968 in view of Re-Grant of the said land and the name of original owner got deleted therefrom and the said mutation was duly certified. (ii) Mr. Dhaku Sambha Mahar had deposited the requisite amount Rs. 200 /- dated 09th December 1969 as per the provisions of sub section (g) section (32) of the Bombay Tenancy & Agricultural Lands Act, 1948 and the village officer, Takve Bk recorded the same in the revenue record vide mutation entry No. **1567** dated 21st March 1971 and the said entry was duly certified. During Gatwari Scheme the land of Survey No. 265 and their hissass, came to be owned by **Mr. Dhaku Sambhaji Jadhav (Mahar)** and lands were admeasuring 00 Hectare 10 Ares, 00, Hectare 06 and 00 Hectare 37.5 Ares respectively.

(ii) Mr. Dhaku Sambha Mahar (Jadhav) died on 04th April 1987 and the village officer, Takve Bk recorded the names of his legal heirs – Mr. Ramchandra Dhaku Jadhav, Mr. Chindhu Dhaku Jadhav, Mr. Laxmann Dhaku Jadhav, Mr. Antu Dhaku Jadhav, married daughters – Mrs. Sulabai Bhimrao Wanjari, Mrs. Alkabai Bandu Patole, Mrs. Bayadabai Bhagwan Giakwad, Mrs. Parvatibai Dashrath Sasane and Mrs. Gabalabai Deoram Shinde, vide mutation entry No. **1389** dated 19th December 1998 and the said mutation was duly certified.

(iii) Out of the aforesaid legal heirs Mr. Ramchandra Dhaku Jadhav, died on 01st March 2004 and the village officer, Takve Bk recorded names of his legal heirs – Mr. Ashok Ramchandra Jadhav, Mrs Sushma Mahadu Chavan, Mrs. Vatschala Digambar Sasane in holder's column of Form No. vii, viia and xii in respect of the lands of Gat Nos. 604, 605 and 608 vide mutation entry No. **1806** dated 26th September 2006 and the said mutation was duly certified.

(iv) The owners - Mr. Laxman Dhaku Jadhav, Mr. Siddharth Balu Jadhav, Mrs. Kalpana Sharad Vanjari, Mrs. Mangal Pramod Gaikwad, Mrs. Parabai Laxman Jadhav, Mr. Prakash Balu Jadhav, Mr. Chindhu Dhaku Jadhav, Mrs. Kantabai Chindhu Jadhav had executed an **Agreement of Sale** dated 22nd January 2014 in relation to the lands of Gat No. 604 – part area 00 Hectare 2.5 Ares, Gat No. 605 – part area- 00 Hectare 1.5 Ares and Gat No. 608- part area 00 Hectare 9.37 Ares all from the village Takve Bk, to and in favor of Mr. Maruti Mahadu Asavale, Mr. Avinash Maruti Asavale and Mr. Ranjeet Maruti Asavale and registered the said document in the office of the Sub Registrar Taluka Maval Vadgaon at Serial No.

536 / 2014, upon the terms and conditions mentioned therein including the terms as to permission for transfer of the said lands.

(v) The remaining owners namely - Mr. Antu Dhaku Jadhav, Mr. Prakash Antu Jadhav, Mr. Vikas Antu Jadhav, Mr. Shankar Chindhu Jadhav, Mrs. Sulabai Bhimrao Vanjare, Mrs. Alkabai Bandu Patole, Mrs. Parvatibai Dashrath Sasane, Mrs. Gabalabai Deoram Shinde, Mr. Ashok Ramchandra Jadhav, Mrs. Sushma Mahadu Chavan, Mrs. Vatchala Digambar Sasane, Mrs. Chandrabhaga Antu Jadhav, Mrs. Bayadabai Bhagwan Gaikwad all through their registered power of attorney holder Mr. Avinash Maruti Asavale had executed an **Agreement of Sale** dated 06th October 2010 in relation to the lands of Gat No. 604 – part area 00 Hectare 7.5 Ares, Gat No. 605 – part area- 00 Hectare 4.5 Ares and Gat No. 608- part area 00 Hectare 28.13 Ares all from the village Takve Budruk, in favor of Mr. Maruti Mahadu Asavale, Mr. Avinash Maruti Asavale and registered the said document in the office of the Sub Registrar Taluka Maval Vadgaon at Serial No. 5808 /2010. The said owners also executed an Irrevocable General Power of Attorney.

(vi) The lands of Gat No. 604, 605 and 609 of village Takve Bk were covered under 6-B Vatan lands, as such were subjected to restrictions including that of alienation etcetera from the provisions of the Bombay Tenancy & Agricultural Lands Act, 1948. The then owners had completed ten years from the certificate under **sub section (M) of section 32** of the said act. The owners had applied permission to transfer lands of the said Gat before Tahsildar, Maval and the said authority by following due process granted permission to sell, transfer and convey the said land by accepting amount equal to 40 times of the assessment of said Gat number lands ie ₹ 89/- was deposited vide dated 03rd December 2014 at the office off the village officer, Takve Bk vide receipt No. 086633. The Tahsildar, Maval granted the permission to alienate the said Gat number lands and in furtherance to the said permission the all the owners executed final indenture of sale.

(vii) Mr. Laxman Dhaku Jadhav and others conveyed the lands of Gat No. 604- 00 Hectare 10 Ares, Gat No. 605- 00 Hectare 06 Ares, and Gat No. 608 – 00 Hectare 37.50 Ares all of village Takve Bk, in favor of Mr. Maruti Mahadu Asavale, Mr. Avinash Maruti Asavale and Mr. Ranjeet Maruti Asavale, vide an **indenture of sale** dated 20th June 2015 duly registered at the office of the Sub Registrar Taluka Maval Vadgaon at Serial No. 4129 / 2015. The village officer, Takve Bk recorded the names of said Asavales on Form No. vii, viia and xii in holder's column of Gat Nos. 604, 605, and 608 vide mutation entry No. **3040** dated 02nd September 2015 and the said mutation was duly certified.

The Owners have discussed the issues of joint development in relation to the land portions falling under residential zone and in the local jurisdiction of Pune Metropolitan Regional Development Authority, with the Developer - **M/s SVB Realty Private Limited** and both ultimately agreed to develop the specified portion of the said land (4 Hectare 1.87 Ares) out of said Gat number lands

(viii) Mr. Maruti Mahadu Asavale, Mr. Avinash Maruti Asavale and Mr. Ranjeet Maruti Asavale executed two Joint Venture Agreements -

First dated 28th April 2017 in respect of the land admeasuring 00 Hectare 40 Ares, 02 Hectare 05 Ares, 00 Hectare 10 Ares, 00 Hectare 06 Ares, 00 Hectare 16.2 Ares, 00 Hectare 37.50 Ares, 00 Hectare 52.3 Ares, out of Gat No. 600, 601, 604, 605, 607, 608 and 609 village Takve Bk

Second dated 31st August 2017 in respect of the land admeasuring 00 Hectare 30.87 Ares, Out of Gat No. 601 and land admeasuring 00 Hectare 04 Ares out of Gat No. 603 of village Takve Bk, with **SVB Realty Private Limited**, duly registered at the office off the Sub Registrar Taluka Maval-Vadgaon at Serial Nos. 2408 /2017 and at Serial No. 5594 / 2017 respectively. Further the said Owners gave two General Power of Attorney for the purpose of joint development and sell of the land / plots of village Takve Bk to and in favor of **SVB Realty Private Limited** on the same day, duly registered at the office of the Sub Registrar Taluka Maval / Vadgaon at Serial No. 2409 / 2017 and at Serial No. 5594 / 2017 and at Serial No. 5594 / 2017.

(D) (ii) In terms of the said documents, the Promoter herein are well and sufficiently entitled to the land admeasuring 04 Hectare 1.87 Ares, out of the total lands the Owners and the Promoter have decided to develop the said lands in furtherance to the aforesaid Joint Venture Agreements, 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 terms of applicable ownership laws, 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 13-14/3/2017 (MR No.19433/17) and further a layout is also now sanctioned by the Chief Executive Officer, PMRDA vide their office order . DP/BMA/M. Takve /Tq Maval/ Gat No. 600 & others (part) / PK 405/ 18-19 dated 19th September 2018, whereby the said authority granted permission to develop the said lands and further under section 42 subsection (k) of the Maharashtra Land Revenue Code, 1966 vide their office order No. Maval/NA/SR/78/2018 dated 11/09/2018 and permitted the said land for non-agriculture i.e. residential activities, for their

proposed “**ECOSTONE**” project; (iv) The Promoter hereby place on record that total area as per Form No. vii, viia and xii is 40187.00 Sq. Mtrs. out of this area not considered for proposal in view of private forest land is 2629.96 Sq. Mtrs, proposed road widening is 2632.71 Sq. Mtrs., area under existing road is 1309.18 Sq. Mtrs, area for amenity space is 5042.27 Sq. Mtrs, area kept as open space is 3361.52 and internal road is 7267.90 Sq. Mtrs. – and as on date the layout consists of 128 Plot.

(E) 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 Promoter's 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;

(F) (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”;

(G) (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;

(H) (i) The Allottee/s has / have applied to the Promoters for allotment of the Plot No. _____, admeasuring _____ Sq. Mtrs i.e. _____ Sq. Ft., from the Project “**ECOSTONE**”, which Plot/s is/are more particularly described in the **Schedule II** written hereunder and for the sake of brevity herein 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 Promoters 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 Promoters the balance of the said consideration in the manner hereinafter appearing; **(iii)** The Owner & Promoter have registered the Project under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 with the Real 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 agree to sell, and Allottee/s hereby agree 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 Owners & Promoter has got a layout plan sanctioned along with non-agricultural use permission in respect of the land fully described in the **Schedule II**, written hereunder for their project- **"ECOSTONE"** 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 agree 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 **"ECOSTONE"**, (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 herewith.

(b) The Allottee/s has / have paid on or execution of this Agreement a part of sum of ₹ _____/- (In words _____ Only) E-Transfer / Cheque No. _____ dated _____ drawn on _____, Pune, as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of ₹ _____/- (In words _____ Only) in the following manner.

Sr. Nos.	Amount	Particulars
i.	₹ _____/- (Rupees _____ Only)	To be paid by allottee/s to the Promoter on or after the execution of Agreement vide Cheque No. _____ dated _____ drawn on _____, Pune.
ii.	₹ _____/- (Rupees _____ Only)	To be paid by allottee/s to the Promoter on or after the execution of Agreement vide Cheque No. _____ dated _____ drawn on _____, Pune.
iii.	₹ _____/- (Rupees _____ Only)	To be paid by allottee/s to the Promoter on or after the execution of Agreement vide Cheque No. _____ dated _____ drawn on _____, Pune.

iv.	₹ _____/- (Rupees _____ _____) Only)	To be paid by allottee/s to the Promoter on or after the execution of Agreement vide Cheque No. _____ dated _____ drawn on _____, Pune.
v.	₹ _____/- (Rupees _____ _____) Only)	To be paid by allottee/s to the Promoter on or after the execution of Agreement against the Said Plot to the Allottee/s vide Cheque No. _____ dated _____ drawn on _____, Pune.

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 without any complaint.

(c) The total price above excludes Taxes (consisting of tax if paid or payable by the Promoters by way of Value Added Tax, Service Tax, and Cess, Tax Deducted at Source ie TDS as and when made applicable or if applicable or any other similar tax or taxes, Goods & Services Tax, and or any tax 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. So also, any increase in all the aforesaid taxes, cesses, if any, during the subsistence of these presents and till the possession of the Said Plot is handed over by the Promoter to the Allottee/s, shall be paid by the Allottee.

(d) The total price is escalation free, save and except escalations / increase, due to increases herein after 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 undertake and agree 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 and or e transfers/ through normal banking channels 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 local authority in respect of 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 Promoters 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

/ sign boards, street lights and specified 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 and the Plot Purchaser/s shall have no objection of what so ever nature.

(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 Allotte/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 till realization of the said amount and the then accrued interest amount, 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 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 **28nd February 2021** 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 development obstructive notice, order, rule, notification of the Government and or other public competent authority / court or bar from any government authority.

(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 clause No. 6 (b) herein, 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 or such applicable authority, 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 to 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 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) Apart from the agreed consideration mentioned in Clause no. (2) herein, 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) ₹ 05/- for Club House Maintenance (Rupees Five Only) Per Sq Ft of the Said Plot and

(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 Allottee'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 requisite approvals from time to time to complete the development of the project.

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

(iv) 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.

(v) 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.

(vi) 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 Allottee / 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 - that is **ECOSTONE-** 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 Allottee / Society / Common Body / Federation only at the time of completion of the entire Project by executing proper document and or arrangement.

(iv) The Allottee/s shall be under obligation to pay to the Promoter following amount/s before possession and conveyance hereof.

(i) ₹ **2,00,000/-** (In words Rupees Two Lacs Ninety-Nine Thousand Only) towards Infrastructure Charges.

(ii) ₹ 49,000/- (Rupees Forty-Nine Thousand Only) for deposits of electrical receiving and substation / transformer installation in lay out.

The said total amount of ₹ 249,000/- (Rupees Two Lacs Forty-Nine Thousand Only) to be paid by allottee/s to the Promoter on or after the execution of Agreement vide Cheque No. _____ dated _____ drawn on _____, Pune.

The amounts referred above in para 11 (B) (iv) (i) to (iii) to be paid by the allottee/s to the promoter is part of consideration mentioned in Clause no. (2) herein above

(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 owners 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.11.

(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, parents) by the Promoter to the Allottee/s shall always be perpetual, transferable and or inheritable with the Said Plot.

Notwithstanding anything contained herein the Promoter or their nominee company or firm shall be only doing the maintenance of the clubhouse and other common amenities of the project irrespective of the conveyance hereof.

(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.

(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)

The lands bearing (i) **Gat No. 600** admeasuring **00Hectare 40 Ares** (ii) **Gat No. 601** admeasuring **03 Hectare 46.80 Ares** and out of this total land an area admeasuring **02 Hectare 05 Are**, (iii) **Gat No. 607** admeasuring **00Hectare 16.20 Ares**, (iv) **Gat No. 609** admeasuring **00 Hectare 52.30 Ares**, (v) **Gat No. 603** admeasuring **00 Hectare 05 Ares**, out of this total land an area admeasuring **00 Hectare 04 Ares**, (vi) **Gat No. 604** admeasuring **00 Hectare 10 Ares** (vii) **Gat No. 605** admeasuring **00 Hectare 06 Ares** (viii) **Gat No. 608** admeasuring **00 Hectare 37.5 Ares**, all of **village Takve Budruk**, all situated within the administrative limits of Pune Zillha Parishad Taluka Panchyat Samiti Vadgaon Maval, and within the revenue jurisdiction of Sub Registrar Vadgaon Maval, District Pune All that piece and parcel of the land.

SCHEDULE- II - (layout land) Project- _____

Land admeasuring **04 Hectare 1.87 Ares** out of the Gat Nos. 600, 601 part, 607, 609, 603 part, 604 and 605 of village Takve Budruk, 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.

Photograph	LH Thumb Impression	Signature
Owners- Mr. Maruti Mahadu Asavale, Mr. Avinash Maruti Asavale, and Mr. Ranjeet Maruti Asavale- all through registered power of attorney holder M/s SVB Realty Pvt Ltd through Director – Mr. Shrenik Vinay Balai		

Photograph	LH Thumb Impression	Signature
Promoter- M/s SVB Realty Pvt Ltd through Director – Mr. Shrenik Vinay Balai		

Photograph	LH Thumb Impression	Signature
Allotee No.1– Mr/ Mrs.		

Photograph	LH Thumb Impression	Signature
Allotee No.2– Mr/ Mrs.		

--

WITNESS NO. 1

Name and Address	Signature

WITNESS NO. 2

Name and Address	Signature