



Shree Ganesh
associates

Date :

Provisional Allotment Letter

Name: _____

Address: _____

PAN: _____

Sub: Allotment of Flat No. _____ Admeasuring _____ sq.ft. Carpet approximately equivalent to _____ sq.mtr. On _____ floor in the Project known as "Maithili Empire" situated at Survey no. 73/1/1/22(P), 73/2A/2/25, 73/1/1/21(P), Adharsh Nagar, Kiwale, Pune- 412101.

Area : _____

Flat No.: _____

Total Value : _____

Dear Sir,

1. We agree to Provisionally allot you the said flat - subject to your payment of Rs. _____ vide Cheque No. _____, Dated _____, drawn on _____ Bank.
2. We acknowledge to the receipt of your cheque.

3. It is understood that this allotment is subject to your payment being realized and compliance of other conditions mentioned in the agreement.
4. You have also agreed and confirmed that you shall execute a written agreement for sale in respect of the said flat, subject to making payment of 10% of the total value of the said flat. (Plus applicable VAT, Service Tax, GST, Stamp Duty, Registration fee, LBT, or any other Govt. levy or tax as applicable from time to time.)
5. You are aware that we are entitled to develop and construct Residential / Commercial Complex as the prevailing D C Regulation of Pimpri Chinchwad Municipal Corporation (PCMC) called "Maithili Empire" situated at Survey no. 73/1/1/22(P), 73/2A/2/25, 73/1/1/21(P), Adharsh Nagar, Kiwale, Pune- 412101.
6. We also explained to you the phase wise development of the said property as and when permission would be available to us, We have also explained to you that the layout of the said property is subject to amendment and changes at our sole discretion and subject to final approval from concerned authorities with due respect to Real estate Regulation Act, 2016.
7. The Total Consideration for the flat including covered parking space is Rs. _____.
8. You hereby agree that you will make payments according to the payment schedule mentioned in the agreement - with in time. Time being essence of payment, In case of any failure on your part to make payment as per the schedule, we have a right to charge interest @ **SBI Highest Marginal Cost of Lending Rate plus 2% per annum** on the due amount, till the date of actual payment from due date of payment together with interest thereon.
 - Without prejudice to the right of promoter to charge interest as mentioned above, on the Purchasers / Allottee committing default in payment on due date of any amount due and payable by the Purchasers / Allottee to the Promoter under this Agreement (including his / her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchasers / Allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement.
9. You also confirm that until the time of the agreement is executed, you shall not have any right, title interest in respect of the said flat and amount paid shall remain with us as non-interest bearing deposit.
10. You hereby also agree and confirm that Sum of Rs. _____ Is payable over and above the cost of the flat, towards maintenance charges for 12 months which shall be paid by you at the time of possession plus GST applicable at the time of possession,

the maintenance will be applicable from the date of O/C certificate or possession for furniture work whichever is earlier.

11. You have agreed and confirmed that Sum of Rs. _____ is payable by you over and above the cost of the said Flat towards Society Formation, Water, Electricity & legal fees etc. which shall be paid as and when demand is made by us on that behalf and the said amount is non - refundable.
12. The transaction covered by this agreement is understood to be a sale liable under the Value Added Tax (VAT) and Service Tax, GST or any other tax that is liable to be paid or may become liable to be paid in future under any statute Central to State shall be payable by the purchasers.
13. Extra work will be allowed only with the prior approval of the Management at extra cost as may be fixed from management from time to time. Kindly note that Alteration of the Windows, Grills, External Elevation and facade is strictly not allowed.
14. You are requested to sign in confirmation of accepting the terms as mentioned hereinabove by subscribing your signature on this letter and copy of this letter.
15. The carpet area shall include the door jams and RCC columns offset, however the actual carpet area on site shall differ because of skirting, POP, Tiling, Plaster and you shall not object to such difference or be entitled to any remuneration for such difference in carpet area.

Thanking you,

For M/S. Shree Ganesh Associates

I / We agree & confirm the same



Authorized Signatory

(Name of the Customer)



AGREEMENT TO SALE

Promoter : M/s. Shree Ganesh Associates
Project Name : Maithili Empire
Floor No. : _____ Floor
Flat No. : _____
Village : Kiwale
Survey No. : 73/1/1/21(P), 73/1/1/22(P), 73/2A/2/25
Sale Price : Rs. _____/-

THIS AGREEMENT TO SALE IS MADE AND EXECUTED AT _____ ON
DAY OF _____ IN THE YEAR _____.

BETWEEN

M/s. Shree Ganesh Associates

A Registered partnership firm
having its office at: S. No. 73, Adarsh Nagar,
Kiwale, Taluka Haveli, District Pune 412 101.
Pan No. ACSFS9709A

Through its Partners :-

1. Mr. Prakash Madhav Marne

Age: 38 Yrs., Occu. : Business
PAN No. - AMCPM4595Q

2. Mrs. Sarika Prakash Marne

Age: 31 Yrs., Occu. : Business
PAN No.- AXUPM2721P
1 & 2 Both R/at: - House No. 17, At- Ambegaon,
Post Uravade, Taluka Mulshi,
District Pune 412 115.

3. Mr. Swapnil Vilas Taras

Age: 26 Yrs., Occu. : Business
PAN No. - ARCPT8466A
R/at: - Sukhshanti Niwas, At.Post. Kiwale,
Tal Haweli, Dist. Pune 412101

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

PARTY OF FIRST PART....

AND

1) **Mr./Mrs.**

Pan No.

Age: - ____ Years, Occ :-

Residing at: -

2) **Mr./Mrs.**

Pan No.

Age: - ____ Years, Occ :-

Residing at: -

Hereinafter referred to as **“THE FLAT PURCHASER”**
(which expression unless repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors, administrators and assigns)

PARTY OF SECOND PART

AND

1. MRS.VAISHALI UTTAM GAWADE

Age : 44 Yrs. Occu. : Business

R/at : Keshav Nagar, Chinchwad,

Pune – 411 033

2. MRS. SAROJ RAMPRASAD RAYAKWAR

Age : 32 Yrs. Occu. : Housewife

R/at : 75/1, Cantonment Board, Dehuroad, Pune

Pan No.ARBPR9029G

3.MR. SUDISHAKUMAR C. PONNAPAN

Age : 37 Yrs. Occu. : Service

Pan No.ATWPS7020D

4. MRS. SHAMALA C. PONNAPAN

Age : 58 Yrs. Occu. : Housewife

Pan No. ANHPP9892K

3 to 4 R/at : Type/104/2184, Ordinance Factory,
Dehuroad, Pune 412113

5. MR. C. R. BALSUBRAMANIAN

Age : 61 Yrs. Occu. : Retired

Pan No. ABBPB2525R

R/at. 313, Bramhanagari – A, Bhau Patil Road, Pune - 3

6.MR. BABASAHEB VISHNU SAVVAKHANDE

Age : 64 Yrs. Occu. : Business

R/at Sector NO.18, D-9, Room No.2,

Nalanda Co-op. Housing Society,

Nerul, New Mumbai 400 706.
(PAN NO.AAGPS4105C)

7.MR. AMIT SHANTARAM VEDPATHAK

Age : 35 Yrs. Occu. : Service
Pan No.ACIPV7935K

8.MR. MAYUR SHANTARAM VEDPATHAK

Age 32 Yrs. Occu. : Service
Pan No.AEAPV1499Q

No. 7 to 8 R/at. Parag Apartment,
Behind Bharat Sanchar Nigam,
Dehuroad, Pune 412 101.

9. Ku. ANUJA SHIVAJI JADHAV

Age 26 Yrs. Occu. : Business / Housewife
Pan No.AUBPJ1801B
R/at. Congress Nagar, Chikhali Road, Sundarkhed,
Tal. Dist. Buldhana 443001

10. GITA P. NATHAN also known as GITA VIJAY PILLE

Age 48 Yrs. Occu. Service
R/At. Khadaki, Pune 411 003

Through their Power of Attorney holder:-

M/s. Shree Ganesh Associates

A Registered partnership firm
having its office at : S. No. 73, Adarsh Nagar,
Kiwale, Taluka Haveli, District Pune 412 101.
Pan No. ACSFS9709A

Through its Partners :-

1. Mr. Prakash Madhav Marne

Age : 37 Yrs., Occu. : Business
PAN No.- AMCPM4595Q

2. Mrs. Sarika Prakash Marne

Age : 30 Years., Occu. : Business
PAN No.- AXUPM2721P
1 & 2 Both R/at :- House No. 17, At- Ambegaon,
Post Uravade, Taluka Mulshi,
District Pune 412 115.

3. Mr. Swapnil Vilas Taras

Age : 25 Yrs., Occu. : Business
PAN No.- ARCPT8466A
R/at :- Sukhshanti Niwas, At.Post. Kiwale,
Tal Haweli, Dist. Pune 412101

Hereinafter collectively referred to as "THE CONSENTING PARTY"

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

PARTY OF THIRD PART

AND WHEREAS the Property bearing Survey No. 73/1/1 being and lying at Village Kiwale, Taluka and Sub-Registration Sub-District Haveli, District and Registration District Pune and within the limits of Pimpri Chinchwad Municipal Corporation, belongs to Smt. Indirabai Keshav Bhinde.

AND WHEREAS the said owner Smt. Indirabai Keshav Bhide has expired on 18.04.1984, leaving behind her only legal heir her real brother Mr. Digambar Rangnath Patankar. That during her lifetime she has executed her will, which was registered with Sub-Registrar Haveli at Serial No. 1659/1982 dated 22.03.1982, as per will her she has bequeathed her property to his brother Mr. Digambar Rangnath Patankar, Accordingly her name has been recorded in the rights of record as owner thereof vide its Mutation entry No. 3210.

AND WHEREAS the proceeding was started under Section 32G of Bombay Tenancy and Agriculture Land Act 1948 and as per order of Court i. e. Upper Tahasildar Haveli No. 2 in Case No. LLT-2/Kiwale/262/79 dated 14.04.1980 protected tenant Mr. Namdeo Bala Taras and other have paid Rs. 4092.55/- in tribunal and purchased the said property from original owners through Tribunal and accordingly MRT/ Tahasildar Haveli has issued Sale Certificate u/s. 32 M of Bombay Tenancy and Agriculture Land Act 1948 on New condition to Mr. Namdeo Bala Taras and other vide its order No. ALT/II/262/79 dated 14.04.1980. Accordingly protected tenant Mr. Bala Bapu Taras since deceased through his legal heirs, Mr. Namdeo Bala Taras, Mr. Tukaram Bala Taras, Mr. Kisan Bala Taras, Mr. Genu Bala Taras, and Mr. Sopan Bala Taras since deceased through his legal heirs Mr. Shrirang Sopan Taras, Mr. Mr. Ananda Sopan Taras since deceased through his legal heirs Mr. Jaywant & Kaluram Ananda Taras became owner of the said property and their names have been recorded in the rights of record as (Kabjedar) owner thereof and remark of "provision of 43 of BTAL Act are applicable" was given in other rights column vide its Mutation entry No. 2170.

AND WHEREAS the owner of land had filed appeal before Additional Collector , Pune bearing its No. Tenancy Appeal /1/80 and said court has passed order against tenant, hence tenant has applied before Additional Tahasildar Haveli on 22.03.1988, as per section 32 G & 15 and after enquiry Additional Tahasildar Haveli in case No. Tenancy /Case /3204 and Section 15/57/1988 dated 23.09.1988, passed order that property admeasuring 2 H 82 R out of S. No. 73/1 towards east side given in possession of legal heir of late Smt. Indira Keshav Bhide i.e. Digambar Rangnath Patankar and remaining land admeasuring 7 H 00 R out of Survey No. 73/1 given in possession of tenants and accordingly Certificate under section 32 M given to tenant and said effect given vide its mutation entry No. 3202.

AND WHEREAS the said owner Mr. Digambar Rangnath Patankar has expired on 19/12/1988 leaving behind him his legal heirs Mr. Chandrashekhar Digambar Patankar and said effect has given vide its mutation entry No. 3231 to the property bearing Survey No. 73/1/1.

HISTORY OF SURVEY NO. 73/1/1/21

AND WHEREAS Mr. Chandrashekhar Digambar Patankar through his Power of attorney holder Mr. Thomas Jorge sold the property bearing admeasuring 00 H78 R out Survey No. 73 Hissa No. 1/1 to Proposed Ordinance Factory Employees Co-operative Housing Society through Mr. C. Ponnapan and others 38, which Sale deed is registered with Sub-Registrar Haveli No. II at Serial No. 19954/1990 dt. 31.12.1990, Accordingly Proposed Ordinance Factory Employees Co-operative Housing Society through Mr. C. Ponnapan and others 38 became absolute owner of the said property and said property admeasuring 00 H 78 R numbered as Survey No. 73/1/1/21 and his name has been recorded in the rights of record as owner thereof vide its Mutation entry No. 4401.

AND WHEREAS Mr. C. Ponappan, Mr. M. T. Pothen, Mr. Iqbal Farid Shaikh, Mr. Shantaram Baban Vedpathak, Sadik Nazir Ahmed, Mr. Murlidhar Bapurao Kamble, and others are member of the said society.

AND WHEREAS That out of the said owner **Mr. C. Ponnapan** has expired on 14.04.1996 leaving behind his legal heirs :-

- a) Mr. Sudishkumar C. Ponnapan
- b) Mrs. Shyamala C. Ponnapan
- c) Swati C. Ponnapan

and their name have been recorded in the rights of record as owner thereof vide its Mutation entry No. 6916.

AND WHEREAS **Mr. M. T. Pothen** sold the property admeasuring 1.85 R out of Survey No. 73 Hissa No. 1/1/21 to Mr. Sudishkumar C. Ponnapan, which Sale deed is registered with Sub-Registrar Haveli No. V at Serial No. 11104/1997 dt. 30.12.1997, Accordingly **Mr. Sudishkumar C. Ponnapan** became absolute owner of the said property admeasuring 1.85 R and his name has been recorded in the rights of record as owner thereof vide mutation entry No. 6616.

AND WHEREAS the said owner Mr. Sudishkumar C. Ponnapan and legal heirs of late Mr. C. Ponnapan i.e. 1) Mr. Sudhishkumar C. Poannapan, Mrs. Shyamala C. Ponnapan and Swati C. Ponnapan wanted to develop their property admeasuring 2 R + 1.85 R i.e. total 3.85 R out of Survey No. 73/1/1/21 at Kiwale but due to technical knowledge they have entrusted / assigned the said property 00=3.85 R to M/s. Shri Ganesh Associates, through its Partners Mr. Prakash Madhav Marne and Mr. Swapnil Vilas Taras, which Agreement / development agreement is registered with Sub-Registrar Haveli NO. XVIII at Serial No. 4653/2015 dated 18.06.2015 And said Owner herein also executed Irrevocable General Power of Attorney in favour of Partners of the Promoters/ Developers herein, which is registered in the office of Sub-Registrar Haveli No. XVIII at Serial No. 4656/2015 dated 18.06.2015.

AND WHEREAS out of the said owner Mr. Sudhishkumar C. Poannapan and Swati C. Ponnapan have given undivided share in the property admeasuring 2 R out of Survey No. 73/1/1/21 at Kiwale in favour of their mother Smt. Shyamala C. Ponnapan by Gift Deed, which Gift Deed is registered with Sub-Registrar Haveli No. 18 at serial No. 3321/2016 dated 13.04.2016. Accordingly Smt. Shyamala C. Ponnapan became absolute owner of the said property

admeasuring 02 R and her name has been recorded in the rights of record as owner thereof vide mutation entry No. 12907.

AND WHEREAS That out of the said owner Mr. Shantaram Baban Vedpathak and his family wanted to develop their property admeasuring 2 R (private plot No. 113) out of Survey No. 73/1/1/21 at Kiwale but due to technical knowledge they have entrusted / assigned the said property 00=2 R to Mrs. Sarika Prakash Marne (partner of Shree Ganesh Associates), which Agreement / development agreement is registered with Sub-Registrar Haveli NO. XVIII at Serial No. 6880/2014 dated 25.09.2014 And said Owner herein also executed Irrevocable General Power of Attorney in favour of Mrs. Sarika Prakash Marne, which is registered in the office of Sub-Registrar Haveli No. XVIII at Serial No. 6881/2014 dated 25.09.2014.

AND WHEREAS the said owner Mr. Shantaram Baban Vedpathak has executed Gift Deed of the property admeasuring 2 R out of Survey No. 73/1/1/21 at Kiwale in favour of their son Mr. Amit Shantaram Vedpathak and Mr. Mayur Shantaram Vedpathak, which Gift Deed is registered with Sub-Registrar Haveli No. 18 at serial No. 2251/2016 dated 13.04.2016. Accordingly Mr. Amit Shantaram Vedpathak and Mr. Mayur Shantaram Vedpathak became absolute owner of the said property admeasuring 02 R and their name has been recorded in the rights of record as owner thereof vide mutation entry No. 12869.

AND WHEREAS Mr. Iqbal Farid shaikh was original member of proposed society and allotted private plot No. 112 admeasuring 2 R out of Survey No. 73/1/1/21. That Mr. Iqbal Farid shaikh has sold the said property bearing private plot No. 112 admeasuring 2 R out of Survey No. 73/1/1/21 at Village Kiwale to Mrs. Anjanabai Dashrath Pawar on 25/04/2005, accordingly executed a Sale deed in her favour which sale deed is registered with Sub-Registrar Haveli No. 18 at Serial No. 2690/2005, accordingly Mrs. Anjanabai Dashrath Pawar became absolute owner of the said property and her name has been recorded in the rights of record as owner thereof vide its Mutation entry No. 9428.

AND WHEREAS Mrs. Anjanabai Dashrath Pawar has sold the said property bearing plot No. 112 admeasuring 2 R out of Survey No. 73/1/1/21. That Mrs. Anjanabai Dashrath Pawar has sold the said property bearing private plot No. 112 admeasuring 2 R out of Survey No. 73/1/1/21 at Village Kiwale to Mrs. Anuja Shivaji Jadhav on 26/09/2014, accordingly executed a Sale deed in her favour which sale deed is registered with Sub-Registrar Haveli No. 18 at Serial No. 6937/2014, accordingly Mrs. Anuja Shivaji Jadhav became absolute owner of the said property and her name has been recorded in the rights of record as owner thereof vide its Mutation entry No. 12495.

AND WHEREAS out of the said owner Mrs. Anuja Shivaji Jadhav wanted to develop her property admeasuring 2 R (private plot No. 112) out of Survey No. 73/1/1/21 at Kiwale but due to technical knowledge she has entrusted / assigned the said property 00=2 R to Mrs. Sarika Prakash Marne (partner of Shree Ganesh Associates), which Agreement / development agreement is registered with Sub-Registrar Haveli NO. XVIII at Serial No. 6940/2014 dated 26.09.2014 And said Owner herein also executed Irrevocable General Power of Attorney in favour of Mrs. Sarika Prakash Marne, which is registered in the office of Sub-Registrar Haveli No. XVIII at Serial No. 6941/2014 dated 26.09.2014.

AND WHEREAS Mr. Sadiq Nazir Ahmed was original member of proposed society and allotted private plot No. 111 admeasuring 2 R out of Survey No. 73/1/1/21. That Mr. Sadiq Nazir Ahmed has sold the said property bearing private plot No. 111 admeasuring 2 R out of Survey No. 73/1/1/21 at Village Kiwale to Mrs. Vaishali Uttam Gawade on 20/08/2008, accordingly executed a Sale deed in her favour which sale deed is registered with Sub-Registrar Haveli No. 18 at Serial No. 4685/2008 dt. 21/08/2015, accordingly Mrs. Vaishali Uttam Gawade became absolute owner of the said property and her name has been recorded in the rights of record as owner thereof vide its Mutation entry No. 9995.

AND WHEREAS the said owner Mrs. Vaishali Uttam Gawade wanted to develop their property admeasuring 2 R (private plot No. 111) out of Survey No. 73/1/1/21 at Kiwale but due to technical knowledge they have entrusted / assigned the said property 00=2 R to M/s. Shri Ganesh Associates, through its Partners Mr. Prakash Madhav Marne and Mr. Swapnil Vilas Taras, which Agreement / development agreement is registered with Sub-Registrar Haveli NO. XVIII at Serial No. 8727/2014 dated 03/12/2014 And said Owner herein also executed Irrevocable General Power of Attorney in favour of Partners of the Promoters/ Developers herein, which is registered in the office of Sub-Registrar Haveli No. XVIII at Serial No. 8728/2014 dated 03.12.2014.

AND WHEREAS Mr. Murlidhar Bapurao Kamble was original member of proposed society and allotted private plot No. 92 admeasuring 2 R out of Survey No. 73/1/1/21. That Mr. Murlidhar Bapurao Kamble has sold the said property bearing private plot No. 92 admeasuring 2 R out of Survey No. 73/1/1/21 at Village Kiwale to Mr. Babasaheb Vishnu Savvakhande on 16/10/2000, accordingly executed a Sale deed in his favour which sale deed is registered with Sub-Registrar Haveli No. 5 at Serial No. 8773/2000, accordingly Mr. Babasaheb Vishnu Savvakhande became absolute owner of the said property and his name has been recorded in the rights of record as owner thereof vide its Mutation entry No. 7843.

AND WHEREAS the said owner Mr. Babasaheb Vishnu Savvakhande wanted to develop his property admeasuring 2 R (private plot No. 92) out of Survey No. 73/1/1/21 at Kiwale but due to technical knowledge they have entrusted / assigned the said property 00=2 R to M/s. Shri Ganesh Associates, through its Partners Mr. Prakash Madhav Marne and Mr. Swapnil Vilas Taras, which Agreement / development agreement is registered with Sub-Registrar Haveli NO. XVIII at Serial No. 2201/2015 dated 18/03/2015 And said Owner herein also executed Irrevocable General Power of Attorney in favour of Partners of the Promoters/ Developers herein, which is registered in the office of Sub-Registrar Haveli No. XVIII at Serial No. 2202/2015 dated 18.03.2015.

HISTORY OF SURVEY NO. 73/1/1/22

AND WHEREAS Mr. Chandrashekhar Digambar Patankar through his Power of attorney holder Mr. Thomas Jorge sold the property bearing admeasuring 00 H 82 R out Survey No. 73 Hissa No. 1/1 to Proposed Ordinance Factory Employees Co-operative Housing Society through Mr. Balkrushna Pandharinath Nighojkar, Mr. S. K. Pillai and others 81, which Sale deed is registered with Sub-Registrar Haveli No. II at Serial No. 19889/1990 dt. 29.12.1990, which is subsequently cleared on 21/12/1991 vide its New No. 1323/1991, Accordingly Proposed Ordinance Factory Employees Co-operative Housing Society through Mr. C.

Ponnapan and others 38 became absolute owner of the said property and said property admeasuring 00 H 82 R numbered as Survey No. 73/1/1/22 and his name has been recorded in the rights of record as owner thereof vide its Mutation entry No. 4402.

AND WHEREAS the property bearing 900 Sq.ft. out of Survey No. 73/1/1/22 at Village Kiwale Taluka Haveli, District Pune belongs to Mr. Sitaram Ramaji Gosavi, That the said property was his self acquired property having been purchased from S. K. Pillai by registered sale deed dated 04/07/1995, which Sale deed is registered with Sub-Registrar Haveli No. V at Serial No. 5197/1995, accordingly Mr. Sitaram Ramaji Gosavi became absolute owner of the said property and his name has been recorded in the rights of record as owner thereof vide its Mutation entry No. 5541.

AND WHEREAS the said owner Mr. Sitaram Ramaji Gosavi has sold the said property admeasuring 900 Sq.ft. out of Survey No. 73/1/1/22 at Village Kiwale Taluka Haveli, District Pune belongs to Mr. Shivaji Bhivaji Salve, That the said property was his self acquired property having been purchased from Mr. Sitaram Ramaji Gosavi by registered sale deed dated 13/12/2001, which Sale deed is registered with Sub-Registrar Haveli No. V at Serial No. 14607/2001, accordingly Mr. Shivaji Bhivaji Salve became absolute owner of the said property and his name has been recorded in the rights of record as owner thereof vide its Mutation entry No. 8315.

AND WHEREAS the said owner Mr. Shivaji Bhivaji Salve has sold the said property admeasuring 900 Sq.ft. out of Survey No. 73/1/1/22 at Village Kiwale Taluka Haveli, District Pune to Mrs. Saroj Ramprasad Rayakwar, and executed a Sale deed in her favour on 11/12/2007, which Sale deed is registered with Sub-Registrar Haveli No. V at Serial No. 11774/2007 dt. 14/12/2007, accordingly Mrs. Saroj Ramprasad Rayakwar became absolute owner of the said property and her name has been recorded in the rights of record as owner thereof vide its Mutation entry No. 12234.

AND WHEREAS out of the said owner Mrs. Saroj Ramprakash Rayakwar wanted to develop her property admeasuring 900 Sq.ft. out of Survey No. 73/1/1/22 at Kiwale but due to technical knowledge they have entrusted / assigned the said property to M/s. Shri Ganesh Associates, through its Partners Mr. Prakash Madhav Marne and Mr. Swapnil Vilas Taras, which Agreement / development agreement is registered with Sub-Registrar Haveli NO. XVIII at Serial No. 8735/2014 dated 03.12.2014 And said Owner herein also executed Irrevocable General Power of Attorney in favour of Partners of the Promoters/ Developers herein, which is registered in the office of Sub-Registrar Haveli No. XVIII at Serial No. 8736/2014 dated 03.12.2015.

AND WHEREAS Mr. Ashok Sakharam Tarate was owner of the property admeasuring 1 R out of Survey No. 73/1/1/22 and he is member of the proposed society and his name has been recorded in the right of record as owner thereof vide its Mutation entry No. 4402.

AND WHEREAS the said owner Mr. Ashok Sakharam Tarate has sold the property admeasuring 1 R out of Survey No. 73/1/1/ at Village Kiwale to Miss. Geta Nathan on 24/01/1995, accordingly executed a Sale deed in her favour which sale deed is registered with Sub-Registrar Haveli No. 5 at Serial No. 686/1995, accordingly Miss. Geta Nathan became absolute owner of the said

property and her name has been recorded in the rights of record as owner thereof vide its Mutation entry No. 6670.

AND WHEREAS the said owner Miss. Getha Nathan wanted to develop her property admeasuring 1 R out of Survey No. 73/1/1/22 at Kiwale but due to technical knowledge they have entrusted / assigned the said property to M/s. Shri Ganesh Associates, through its Partners Mr. Prakash Madhav Marne and Mr. Swapnil Vilas Taras, which Agreement / development agreement is registered with Sub-Registrar Haveli NO. XVIII at Serial No. 5856/2014 dated 30.07.2015 And said Owner herein also executed Irrevocable General Power of Attorney in favour of Partners of the Promoters/ Developers herein, which is registered in the office of Sub-Registrar Haveli No. XVIII at Serial No. 5857/2015 dated 30.07.2015.

HISTORY OF SURVEY NO. 73/2A/2/25

AND WHEREAS the Property bearing Survey No. 73/2, being and lying at Village Kiwale, Taluka and Sub-Registration Sub-District Haveli, District and Registration District Pune and within the limits of Pimpri Chinchwad Municipal Corporation, belongs to Indirabai Dattatray Godbole. That the said property was her ancestral property and her names have been recorded in the rights of record as owner thereof vide its Mutation entry No. 474

AND WHEREAS As per Section 3 of the Bombay Tenancy and Agricultural Land Act the name of Shankar Maruti Mali is entered in the other rights column of the 7/12 Extract of the property bearing S. No.73/2 as Protected Tenancy Mutation Entry No. 720.

AND WHEREAS As per Section 2A of the Bombay Tenancy and Agricultural Land Act 1948, Mr. Narayan Dhakalu Taras and Mr. Hari Ganu Taras were declared the Ordinary Tenants of the land bearing S.No.73/2 by Mutation Entry No. 871.

AND WHEREAS the name of the Protected Tenant Mr. Shankar Maruti Mali is deleted from the other rights column of the 7/12 Extract of the land bearing S. No. 73/2 along with other lands of Indirabai Dattatray Godbole, due to non cultivation directly and continuously by Mutation Entry No. 929.

AND WHEREAS The Hon'ble 5th Agriculture Land Tribunal Haveli, after conducting enquiry in respect of the property bearing S.No.73/2 by his order No.ALT/058/60 dated 18/04/1961 under Section 32 F of the Bombay Tenancy and Agriculture Land Act declare that, the Owner of the land is widow and hence the names of the Tenants Mr. Narayan Dhakalu Taras and Mr. Hari Ganu Taras were entered with the remark as 'Land Owner is widow - Tenants rights stayed ' in other rights column of the 7/12 Extract of the Land bearing No.73/2 of Village Kiwale by Mutation No. 1121.

AND WHEREAS Smt. Indirabai Dattatray Godbole expired on 16/03/1963 intestate leaving behind her a son viz. Mr. Madhukar Dattatray Godbole and two married daughters viz. 1) Aparnabai Sadashiv Vaidya, 2) Sushilabai Hari Ranade. After the death of Smt. Indirabai Dattatray Godbole the property bearing S. No. 73/2 along with other properties were inherited by her aforesaid heirs and the names of the aforesaid heirs of Indirabai Dattatray Godbole were mutated on the 7/12 extract of the property bearing S. No.73/2A along with other properties by Mutation entry No. 1900.

AND WHEREAS owner Shri. Madhuar Dattataray Godbole, Smt. Aparnabai Sadashiv Vaidya, Smt. Sushilabai Hari Ranade sold the property admeasuring 4 H 25 R plus potkharaba 00 H 15 R assessed Rs. 11=38 out of Survey No. 73/2 totally admeasuring 8 H 79 R to Mr. Hari Narayan Taras, Mr. Chiman Narayan Taras, Mr. Waman Narayan Taras, Mr. Kisan Narayan Taras, Mr. Yashwant Narayan Taras on 12/04/1978, accordingly Mr. Hari Narayan Taras, Mr. Chiman Narayan Taras, Mr. Waman Narayan Taras, Mr. Kisan Narayan Taras, Mr. Yashwant Narayan Taras became absolute owner of the said property and property admeasuring 04 H 40 R numbered as Survey No. 73/2B and said effect given vide its Mutation entry No. 1929. And S. No. 73/2A is allotted to the remaining share of Shri. Madhuar Dattataray Godbole, Smt. Aparnabai Sadashiv

Vaidya, Smt. Sushilabai Hari Ranade and separate 7/12 extract also prepared in the name of respective owners by mutation entry No. 1929.

AND WHEREAS The name of Ordinary Tenant viz. Mr. Narayan Dhakalu Taras is deleted from the other rights column of the 7/12 extract of the property bearing S. No. 73/2A, as per consent and statement given by the heirs of Late Narayan Dhakalu Taras and with the consent of Shri. Madhuar Dattataray Godbole, Smt. Aparnabai Sadashiv Vaidya, Sm. Sushilabai Hari Ranade, in pursuant to that, the order No. *thAaoÀvaSalÀ2953À/89 idnaaMk 25.09.1989* of the Hon'ble Hahsildar, Haveli, by mutation entry No. 3378.

AND WHEREAS the Ordinary Tenants 1. Mr. Dnyanu alias Dnyanoba Hari Taras, 2. Mr. Vitthal Hari Taras, 3. Mr. Dattu alias Dattatray Hari Taras and 4. Mr. Shyam alias sham Hari Taras release their possession of the land bearing S. No. 73/2A and in pursuant to that, as per the Order No. RTS - 2/89 of the Hon'ble Appar Tahsildar, Haveli, the names of the aforesaid Ordinary Tenants deleted from the other rights column of the 7/12 extract of the land bearing S. No. 73/2A by mutation entry No. 4196.

AND WHEREAS Shri. Madhuar Dattataray Godbole, Smt. Aparnabai Sadashiv Vaidya, Sm. Sushilabai Hari Ranade for the benefit of estate and legal necessity sold the Property admeasuring 01 H 62 R + Potkharaba 00 H 14 R out of Survey No. 73/2A to Mr. Shashikant Shankar Sahastrabuddhe and Mrs. Chitra Shashikant Sahastrabuddhe and executed a Sale deed in their favour on 23.01.1990. Due to this Sale **S. No. 73/2A/2 is allotted to the purchased share of Mr. Shashikant Shankar Sahastrabuddhe and Mrs. Chitra Shashikant Sahastrabuddhe** and S. No. 73/2A/1 is allotted to the remaining share of Shri. Madhuar Dattataray Godbole, Smt. Aparnabai Sadashiv Vaidya, Sm. Sushilabai Hari Ranade and accordingly separate 7/12 extract also prepared in the name of respective owners by mutation entry No. 4197.

AND WHEREAS the said owner Mr. Shashikant Shankar Sahastrabuddhe and Mrs. Chitra Shashikant Sahastrabuddhe has sold the property admeasuring 4 R out of Survey No. 73/2A/2 to Mr. C. R. Subramanian on 04/10/1991, which Sale deed is registered with Sub-Registrar Haveli No. V at Serial No. P-60/1991, accordingly Mr. C. R. Balsubramanian became absolute owner of the said property admeasuring 4 R and said property given new No. 73/2A/2/25 and his name has been recorded in the rights of record as owner thereof vide its Mutation entry No. 4707.

AND WHEREAS While purchasing the property the purchaser Mr. C. R. Balsubramanian was an agriculturist. However, the concerned Talathi had entered a remark / column in the 7/12 Extract that the property is liable to be forfeited u/s. 84 C of the Maharashtra Land Revenue Code, 1966. The said purchaser later on got the remarks cleared from Tehsildar, Haveli (Kul Kayada Avval Karkoon) vide Order bearing No. 84C/SR/102/2015 dt. 24/07/2015. Accordingly said effect given vide its mutation entry No. 12706.

AND WHEREAS That the said owner Mr. C. Balsubramanian and family wanted to develop his property bearing Survey No. 73/2A/2/25 at Kiwale but due to technical knowledge they have entrusted / assigned the said property to M/s.

Shri Ganesh Associates, through its Partners Mr. Prakash Madhav Marne and Mr. Swapnil Vilas Taras, which Agreement / development agreement is registered with Sub-Registrar Haveli NO. XVIII at Serial No. 4112/2015 dated 29/05/2015 And said Owner herein also executed Irrevocable General Power of Attorney in favour of Partners of the Promoters/ Developers herein, which is registered in the office of Sub-Registrar Haveli No. XVIII at Serial No. 4113/2015 dated 29.05.2015.

AND WHEREAS That the said developer / Builder Mrs. Sarika Prakash Marne joined firm M/s. Shree Ganesh Associates as Partner and accordingly they have reconstituted a partnership firm and executed a Reconstitution of Partnership firm which deed is executed on 10/12/2015 and which Reconstitution of Partnership firm is duly registered with the office of Registrar of Firms Pune vide its Receipt No. P000022214 dated 15/12/2015. That while forming the Partnership firm said builder / developer by way of their contribution have brought the said property described hereunder in the partnership firm, hence now the property described in schedule hereunder has come in the stock of the promoters and builders as the assets of the partnership firm.

AND WHEREAS That the said builder / Developer Mrs. Sarika Prakash Marne and M/s. Shree Ganesh Associates consolidated their respective said two properties into one property and applied for the building permission to the Pimpri Chinchwad Municipal Corporation.

AND WHEREAS That the said Owner/Promoter have applied to the Pimpri Chinchwad Municipal Corporation on 27/05/2016 for the permission / NOC to use the land for construction of residential building i.e. Non-Agricultural use as per provision U/S. 42(A)(1) of Maharashtra Land Revenue Code 1966, accordingly PCMC has applied to Collector Pune (Revenue Branch) vide its letter No. PCMC/NOC/SR/121/2016 dt. 24/05/2016 for ascertaining the class of land, its occupancy & encumbrances for change of use of said land and after ascertain same the Collector Pune is pleased to grant the permission vide its letter No. PCMC/SANAD/SR/121/2016 on dtd. 30/05/2016.

AND WHEREAS By virtue of Development Agreement and Power of Attorney stated above M/s. Shree Ganesh Associates alone have right to develop the said plot and construct a building thereon and hence prepared a building plan for construction and submitted the same to Pimpri Chinchwad Municipal Corporation and got it sanctioned vide Commencement Certificate No. BP/Kiwale/11/2016 dated 09.02.2016.

AND WHEREAS the said Promoters commenced the constructions work of the Building **“Maithili Empire”** in accordance with the aforesaid sanctioned Building Plan.

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

AND WHEREAS the Original Owner/Promoter is in possession of the project land

AND WHEREAS the Promoter has proposed to construct on the project land Single multi stored building.

AND WHEREAS the Allottee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") in the Building called "**Maithili Empire**" (herein after referred to as the said "Building") being constructed in the single phase of the said project, by the Promoter;

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

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's **Architect : Ar. Sunil Nawale** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans 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 have been annexed hereto and marked as Annexure C-2,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned 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 the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. onfloor situated in the building being constructed in the said Project,

AND WHEREAS the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. ;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register 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, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable)

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

The Promoter shall construct the said building/s consisting of ground andupper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Apartment Purchaser/Allottee in respect of variations or modifications which may adversely affect the Apartment of the Apartment Purchaser/Allottee except any alteration or addition required by any Government authorities or due change in law.

1. (a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the type of carpet area admeasuring sq. metres on floor in the building (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure C-1 and C-2 for the consideration of Rs.

..... including with or without parking and proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. It should be kept on record that the above price has been arrived after considering the benefit of GST Input Tax Credit anticipated by Builder which have been passed on to the Allottee / Purchaser.

(b) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees) in the following manner :-

- i. Amount of Rs...../-(.....) (20% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs...../-(.....) (15% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs...../-(.....) (4% of the total consideration) to be paid to the Promoter on completion of the first slab of the building or wing in which the said Apartment is located.
- iv. Amount of Rs...../-(.....) (4% of the total consideration) to be paid to the Promoter on completion of the second slab of the building or wing in which the said Apartment is located.
- v. Amount of Rs...../-(.....) (4% of the total consideration) to be paid to the Promoter on completion of the third slab of the building or wing in which the said Apartment is located.
- vi. Amount of Rs...../-(.....) (4% of the total consideration) to be paid to the Promoter on completion of the fourth slab of the building or wing in which the said Apartment is located.
- vii. Amount of Rs...../-(.....) (4% of the total consideration) to be paid to the Promoter on completion of the fifth slab of the building or wing in which the said Apartment is located.
- viii. Amount of Rs...../-(.....) (4% of the total consideration) to be paid to the Promoter on completion of the sixth slab of the building or wing in which the said Apartment is located.
- ix. Amount of Rs...../-(.....) (4% of the total consideration) to be paid to the Promoter on completion of the Brickwork, Internal Plaster of the said flat the building or wing in which the said Apartment/Flat is located.
- x. Amount of Rs...../-(.....) (5% of the total consideration) to be paid to the Promoter on completion of the external plaster and external plumbing, elevation, terraces with waterproofing of the building or wing in which the said flat is located.
- xi. Amount of Rs...../-(.....) (5% of the total consideration) to be paid to the Promoter on completion of the staircase, lift wells, lobbies, up-to the floor level of the said flat is located.

- xii. Amount of Rs...../-(.....) (2% of the total consideration) to be paid to the Promoter on completion of the Windows, Doors & Flooring of the said flat is located.
 - xiii. Amount of Rs...../-(.....) (7% of the total consideration) to be paid to the Promoter on completion of the electrical fittings, entrance lobby's paving of areas appertains of the building or wing in which the said flat is located.
 - xiv. Amount of Rs...../-(.....) (3% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, of the building or wing in which the said flat is located.
 - xv. Amount of Rs...../-(.....) (5% of the total consideration) to be paid to the Promoter at the time of possession.
- 1(c) The Total Price above excluded Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.
 - 1(d) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Apartment Purchaser/ Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc. the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Apartment Purchaser/Allottee, which shall only be applicable on subsequent payments.
 - 1(e) The Promoter shall confirm the final carpet area that has been allotted to the Apartment Purchaser/ Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Apartment Purchaser/ Allottee within forty-five days. If there is any increase in the carpet area allotted to Apartment Purchaser/ Allottee, the Promoter shall demand additional amount from the Apartment Purchaser/ Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of the Agreement.
 - 1(f) That Apartment Purchaser/ Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Apartment Purchaser/ Allottee undertakes not to object/demand/ direct the Promoter to adjust his payments in any manner.
- 2.1 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 concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Apartment Purchaser /Allottee, obtain from the concerned local authority occupation and/or completion certificates in respect of the Apartment.

- 2.2 Time is of essence for the Promoter as well as the Apartment Purchaser/Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Apartment Purchaser/Allottee and the common areas to the association of the Apartment Purchaser/Allottees or society as the case may be after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Apartment Purchaser/Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above ("Payment Plan")
- 3 The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project land is **1768.61 Square Meters** only and Promoter has planned to utilize Floor Space Index of **2707.32 Sq. Mtrs.** by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of **2707.32 Sq. Mtrs.** as proposed to be utilized by him on the project Land in the said Project and Apartment Purchaser/Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartment to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Apartment Purchaser /Allottee, the Promoter agrees to pay to the Apartment Purchaser/Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Apartment Purchaser/Allottee, for every month of delay, till the handing over of the possession. The Apartment Purchaser/ Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Apartment Purchaser/Allottee to the Promoter under the terms of this Agreement from the date said amount is payable by the Apartment Purchaser/ Allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Apartment Purchaser/Allottee committing default in payment on due date of any amount due and payable by the Apartment Purchaser/Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Apartment Purchaser/Allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Apartment Purchaser/Allottee, by Registered Post AD at the address

provided by the Apartment Purchaser/Allottee and mail at the e-mail address provided by the Apartment Purchaser/Allottee, of his 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 Apartment Purchaser/Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Apartment Purchaser/Allottee (subject to adjustment and recovery of any agreed liquidated damages 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 Apartment which may till then have been paid by the Apartment Purchaser/Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the Apartment to the Apartment Purchaser/Allottee on or before **30/12/2020**. If the Promoter fails or neglects to give possession of the Apartment to the Apartment Purchaser/Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Apartment Purchaser/ Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 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 Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated 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 or competent authority.

- 7.1 **Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Apartment Purchaser/Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Apartment Purchaser/Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Apartment Purchaser/ Allottee. The Promoter agrees and undertakes to indemnify the Apartment Purchaser/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Apartment Purchaser/ Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Apartment Purchaser/Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2 The Apartment Purchaser/ Allottee shall take possession of the Apartment within 15 days of the promoters giving written notice to the Apartment Purchaser/ Allottee intimating that the said Apartment are ready for use and occupation:
- 7.3 **Failure of Apartment Purchaser/Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause hereinabove the Apartment Purchaser/Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Apartment Purchaser/Allottee. In case the Apartment Purchaser/Allottee fails to take possession within the time provided in clause hereinabove such Apartment Purchaser/Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the Apartment to the Apartment Purchaser/Allottee, the Apartment Purchaser/Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Apartment Purchaser/Allottee shall be entitled to receive from the promoter, compensation for such defect in the manner as provided under the Act.
8. The Apartment Purchaser/Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/ office/show-room/ shop/godown for carrying on any industry or business (*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Apartment Purchaser/Allottee along with other Apartment Purchaser/ Allottee(s) of Apartment in the building shall join in forming and registering the Society or Association or a Limited Company 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 the registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Apartment Purchaser/Allottee, so as to enable the Promoter to register the common organization of Apartment Purchaser/Allottee. No objection shall be taken by the Apartment Purchaser/Allottee if any; changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 9.1 The Promoter shall, within three months of registration of the Society or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Original Owner/ Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

- 9.2 The Promoter shall, within three months of registration of the Federation/ apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/ Apex body all the right, title and the interest of the Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- 9.3 Within 15 days after notice in writing is given by the Promoter to the Apartment Purchaser/ Allottee that the Apartment is ready for use and occupation, the Apartment Purchaser/ Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Apartment Purchaser/ Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Apartment Purchaser/ Allottee further agrees that till the Apartment Purchaser/ Allottee's share is so determined the Apartment Purchaser/ Allottee shall pay to the Promoter provisional monthly contribution of **Rs 2000/-** per month towards the outgoings. The amounts so paid by the Apartment Purchaser/ Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in the Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.
10. The Apartment Purchaser/ Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-
- (i) **Rs. 500/-** for share money, application entrance fee of the Society or Limited Company/ Federation/ Apex body.
 - (ii) **Rs. 3000/-** for formation and registration of the Society or Limited Company / Federation/ Apex body.
 - (iii) **Rs. 24000/-** for deposit towards provisional 12 monthly contribution towards outgoings of Society or Limited Company/ Federation/ Apex body.
 - (iv) **Rs 10000/-** for Deposit towards Water, Electric, and other utility and services connection charges &
 - (v) **Rs. Nil** /- for deposits of electrical receiving and Sub Station provided in Layout
11. The Apartment Purchaser/ Allottee shall pay to the Promoter a sum of **Rs. 10,000/-** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/ Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-

laws and the cost of preparing and engrossing the conveyance or assignment of lease.

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

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :-**

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Apartment Purchaser/Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Apartment Purchaser/Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Apartment Purchaser/Allottee in the manner contemplated in this Agreement;

- ix. At the time of execution of the conveyance deed of the structure to the association of Apartment Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Purchaser/ Allottees;
 - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Apartment Purchaser/ Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Apartment at the Apartment Purchaser/ Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Apartment Purchaser/ Allottee in this behalf, the Apartment Purchaser/ Allottee shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Apartment Purchaser/ Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Apartment Purchaser/ Allottee committing any act in contravention of the above provisions, the Apartment Purchaser/ Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
 - iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the

building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii To bear and pay increase in local taxes, Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/ or Government and/or other public authority, on account of change of user of the Apartment by the Apartment Purchaser/Allottee for any purposes other than for purpose for which it is sold.
- i. The Apartment Purchaser/Allottee shall not let, sub-let, transfer assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Apartment Purchaser/Allottee to the Promoter under this Agreement are fully paid up.
- ii. The Apartment Purchaser/Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 building and the Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for time being of the concerned local authority and of Government and other public bodies. The Apartment Purchaser/Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- iii. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Apartment Purchaser/Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

- iv. Till a Conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Apartment Purchaser/Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Apartment Purchaser/Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment and Building or any part thereof. The Apartment Purchaser/Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.
17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**
After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment 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 Apartment Purchaser/Allottee who has taken or agreed to take such Apartment
18. **BINDING EFFECT**
Forwarding this Agreement to the Apartment Purchaser/Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Apartment Purchaser/Allottee until, firstly, the Apartment Purchaser/ Allottee 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 Apartment Purchaser/Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Apartment Purchaser/ Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Apartment Purchaser/Allottee 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 Apartment Purchaser/Allottee for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Apartment Purchaser/Allottee, application of the Apartment Purchaser/ Allottee shall be treated as cancelled and all sums deposited by the Apartment Purchaser/Allottee in connection therewith including the booking amount shall be returned to the Apartment Purchaser/Allottee without any interest or compensation whatsoever.

19. **ENTIRE AGREEMENT**

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

20. **RIGHT TO AMEND**

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

21. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO APARTMENT PURCHASER/ALLOTTEE/ SUBSEQUENT APARTMENT PURCHASER/ ALLOTTEES**

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

22. **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.

23. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Apartment Purchaser / Allottee has to make any payment, in common with other Apartment Purchaser / Allottee (s) in Project, the same shall be the proportion to the carpet area of the Apartment to the total carpet area of the entire Apartment in the Project.

24. **FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. **PLACE OF EXECUTION**

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 Apartment Purchaser / Allottee, in Kiwale after the Agreement is duly executed by the Apartment Purchaser / Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar Haveli . Hence this Agreement shall be deemed to have been executed at Kiwale.

26. The Apartment Purchaser / Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease 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.
27. That all notices to be served on the Apartment Purchaser / Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Apartment Purchaser / Allottee or the Promoter by Registered Post A.D. and notified Email ID/Under Certificate of Posting at their respective addresses specified below :-

Mr. ..

R/at: "

Notified Email ID

M/s. Shree Ganesh Associates

A Registered partnership firm

having its office at : S. No. 73, Adarsh Nagar,

Kiwale, Taluka Haveli, District Pune 412 101.

Notified Email ID : swapniltaras007@gmail.com

It shall be the duty of the Apartment Purchaser/Allottee 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 Apartment Purchaser/Allottee, as the case may be.

28. **JOINT APARTMENT PURCHASER/ALLOTTEES**

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

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Apartment Purchaser/ Allottees.
30. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority ans per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

31. GOVERNING LAW

That 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 of The Land As Described Herein Above

ALL THAT PIECE AND PARCEL property admeasuring 11.85 R out of Survey No. 73 Hissa No. 1/1/21, property admeasuring 1.84 R out of Survey No. 73 Hissa No. 1/1/22 and property admeasuring 04 R out of Survey No. 73 Hissa No. 2A/2/25 (Total admeasuring area is 17.69 R) being and lying at Kiwale, Taluka Haveli District Pune and Within the limits of Pimpri Chinchwad Municipal Corporation & bounded as follows:

- On or towards East :- Mr. Dhake, Mr. Nair and Building of Buchade
- On or towards South :- Road
- On or towards West :- Mr. Deshmukh, Mr. Pawar
- On or towards North :- Mr. Dangre, Mr. Gupta and Road

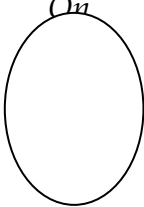
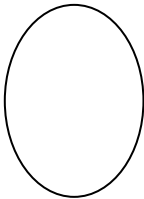
(Collectively totally admeasuring of said property is 17.69 R)

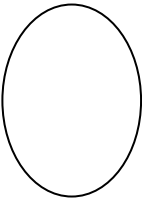
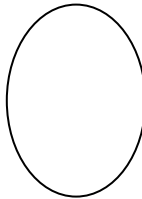
Second Schedule Above Referred to

Here set out the nature, extent and description of common areas and facilities

- 1.
- 2

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH AND THE YEARS HEREIN ABOVE WRITTEN.

PHOTO	<u>Left Hand</u> <u>Thumb</u> <u>Impressi</u> <u>On</u>	SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PROMOTER M/s. Shree Ganesh Associates Through Its Authorized Partners & Power of Attorney holder of consenting party
		Sign..... 1. Mr. Prakash Madhav Marne
		Sign..... 2. Mrs. Sarika Prakash Marne

		Sign..... 3. Mr. Swapnil Vilas Taras
<u>PHOTO</u>	<u>Left Hand Thumb</u> 	SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PURCHASER Sign..... 1) Mr. _____
<u>WITNESS NO. 01;</u> Sign _____ Mr. R/at:		<u>WITNESS NO. 02;</u> Sign _____ Mr. R/at:

SCHEDULE ‘A’
PLEASE INSERT DESCRIPTION OF THE [APARTMENT/FLAT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

Project Name.	:	Maithili Empire
Floor	:	...
Residential Flat / Apartment No.	:	...
Area (Carpet area)	:	... Sq. Mtrs.
Enclosed Balcony	:	... Sq.Mtrs.
Exclusive Right to use Terrace (adjacent)	:	... Sq. Mtrs.

Constructed on the lands mentioned herein above and bounded as under:

On or towards East :
On or towards South :
On or towards West :
On or towards North :

SCHEDULE 'B'
FLOOR PLAN OF THE APARTMENT

ANNEXURE – A
Name of the Attorney at Law/ Advocate,
Address :
Date :
No.
RE. :

Title Report
Details of the Title Report
The Schedule Above Referred to

ANNEXURE –B
(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

ANNEXURE –C-1
(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2
(Authenticated copies of the plans 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 plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE – E
(Specification and amenities for the Apartment),

SPECIFICATIONS :-

RCC & BRICK WORK

- * Earthquake resistant R.C.C. framed structure.
- * Good Quality Brick Block with Plaster.
- * Gypsum, Plaster for internal walls.
6" External Walls, 4" Internal Walls.

FLOORING:

- * 2' x 2' Vitrified Flooring in living, Kitchen & Bedroom.
- * Anti-Skid Floor Tiles in Toilet.

KITCHEN :

- * Granite Kitchen Otta with Stainless Steel sink
- * Designers Glazed Tiles dado up to lintel level over kitchen otta.
- * Water Purifier Provision.
- * Separate Taps for drinking water and wash water.

DOORS :

- * Decorative main entrance doors with safety lock and plate.
- * Internal Flush Doors with brass/ CP Fittings.
- * Plywood Door Frames.
- * Marble / granite door frames for bathrooms.

WINDOW:

- * Powder coated aluminium Windows with mosquito net.
- * MS Grill for windows.
- * Granite / Marble Sill for Windows

TOILET :

- * Designer Glazed dado tiles up to lintel level.
- * Floor Mounted commode with flush tank.
- * Sanitary Fittings of Jaquar/Hindware or equivalent make.
- * Concealed plumbing hot & Cold mixer for shower.

ELECTRIFICATION :

- * Concealed copper wiring with MCB.
- * TV & Telephone connection in living & Master Bedroom.
- * AC Point in Master Bedroom
- * Switches - Scheindler / Legrande/ Anchor/ Greatwhite or Equivalent.

PAINTING :

- * Superior Acrylic OBD Paint for internal Walls.
- * High Quality External Paint.

LIFT:

- * 8 Passenger High Speed Automatic lift with Battery back up.

SAFETY

- * Video Door phone security on entrance door of every apartment.
- * 24x7 Security With CCTV Surveillance.