

APPLICATION FOR ALLOTMENT OF RESIDENTIAL FLAT
IN THE PROJECT “EMPIRE SQUARE”
AT CHINCHWAD, PUNE

To, M/s. Empire Properties CTS No. 4510/1, Chinchwad, Pune 411019. Website: www.empiresquare.in Email: info@empiresquare.in	FROM, Mr./Mrs. _____ Mr./Mrs. _____ _____ _____ _____ Email: _____ Phone.: _____
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Dear Sirs,

I/We am/are interested in acquiring a residential Flat in your Project **“EMPIRE SQUARE”** at all that piece and parcel of well demarcated and defined land bearing CTS Nos. 4746(part), 4751 (part), 4752 (part) at Chinchwad, Pune.

I/We have been explained the details of the project including the area calculations, time of completion of the tenement and the project, amenities and fittings which would be provided, etc. by the marketing executives from your office and have also read and understood the rules and regulations as regards booking of the tenement and have also read and understood and satisfied myself/ourselves as regards the terms and conditions as set out in the proposed Agreement of which the draft was handed over to me/us.

I/We am/are aware that the said Project comprise of Building Nos. “A”, “B & C”, “D”, “E & F”, “G & H”, “I & J”, “K & L” and two Commercial Buildings. The Building Nos. “B & C”, “E & F” and “G & H” being developed and constructed as Phase I. The Building Nos. “A”, “D” and “I & J” being developed and constructed as Phase II. The Building Nos. “K & L” to be developed and constructed in future on revised sanction of the building plans as Phase III. The Commercial Building on Amenity Space to be developed and constructed in future on sanction of the building plans as Phase IV. The Commercial Building on plot opposite to 45 meter D P Road to be developed and constructed in future on sanction of the building plans as Phase V.

You have also disclosed that you would form and register a separate Cooperative Housing Society under the provisions of the Maharashtra Cooperative Societies Act, 1960 read with the rules for each building for the purposes of maintenance in Phase I, Phase II, Phase III, Phase IV and Phase V and that each society would be formed after the disposal of 51% of the tenement in such building. Further we shall form a Federation/Apex Society of the said societies registered separately for each building in Phase I, Phase II, Phase III, Phase IV and Phase V and we shall convey the said land less area under DP Road along with all the buildings in the said Phase I, Phase II, Phase III, Phase IV and Phase V and the common amenities and facilities to the Federation/Apex Society on or before 31st March 2030 and subject to disposal of 2/3rd tenements in the project and receipt of total consideration from such tenement holders.

I/We confirm that you have also made us aware of the provisions of the Real Estate (Regulation and Development) Act, 2016 and Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal, etc.) Rules, 2017.

I/We having understood request you to allot to me/us one residential Flat as mentioned below:

1)	Residential/Shop Flat No.	_____
2)	Floor	_____
3)	Building No.	“_____”
4)	Carpet Area of Flat	_____ square metres
5)	Enclosed Balcony Area	_____ square metres (collective)
6)	Total Area (4+5)	_____ square metres
7)	Exclusive right to use	
	Adjacent Open Terrace	_____ square metres (collective)
	Adjacent Open Balcony	_____ square metres (collective)
	Covered Car Parking Space	_____ square metres bearing No/s. ____
	Open Car Parking Space	_____ square metres bearing No/s. ____
8)	Project	“ Empire Square ” on all that piece and parcel of well demarcated and defined land bearing CTS Nos. 4746(part), 4751 (part), 4752 (part) at Chinchwad, Pune.
9)	Consideration	Rs. _____/-
10)	Other Charges	Rs. _____/- for a period upto _____ payable from the date of intimation to take possession towards provisional monthly contribution towards maintenance charges.
11)	Date of Possession	31 st December, 2019 (subject to force majeure conditions and other terms as per the proposed agreement).
12)	Rebate for early payment	As would be mutually agreed upon by the parties.
13)	Stamp Duty & Registration Fees	At actual prior to registration of proposed Agreement
14)	VAT/Service Tax/GST/etc.	At actual as and when called for by you.
15)	Ultimate Organization of tenement purchaser/s of the Project	Co operative Housing Society of each building and Federation / Apex Society of all societies.

Pending the finalization of this application, I/We remit herewith a sum of Rs. _____
_____-/- (In words Rupees _____ only)
by Cheque/Demand Draft/RTGS no. _____ dated _____ drawn on
_____ as Application Amount.

I/We agree that the booking application is tentative and shall only be finalized on acceptance by me/us on you issuing the **Letter of Confirmation for Allotment**, if allotted, the application amount will be adjusted to the cost of the tenement as applied.

The following information as under, which you may require is/are declared to be true and correct viz.:

	Applicant	Co Applicant
Name		
Age (DOB)		
Occupation		
PAN No.		
Address		

Phone		
Mobile		
Email		
Loan Required	Yes/No Amount:	

I/We further understand that, no right, title or interest of whatsoever nature in the applied tenement is created in my/or favour in pursuance of this Application for Allotment. I/We are aware that you as the Promoters of the Project reserve your right to reject this application without assigning any reasons and on rejection of the application, the booking amount would be refunded to me/us without any interest.

Cancellation of the Application for Allotment and the Confirmation thereafter, will be guided by the following conditions:

CONDITION	DEDUCTIONS (from the booking amount)
Cancellation within 10 (ten) days from the date of the Application	Rs.5,000/-
Cancellation between 10 to 20 days from the date of Application	Rs. 10,000/-
Cancellation between 20 to 30 days from the date of Application	Rs. 15,000/- or 2% of the amount remitted as application amount whichever is higher
Cancellation after registration of Agreement	As per the terms set out in the proposed Agreement

I/We hereby request you to allot to me/us the aforesaid tenement.

Thanking you,

Yours faithfully,

Mr./Mrs. _____
Applicant

Mr./Mrs. _____
Co- Applicant

Date:

To,
Mr./ Mrs./Ms. _____
Mr./ Mrs./Ms. _____

Confirmation of Allotment

Ref.: Your Application for Allotment dated _____

Dear Sir/Madam,

We are pleased to inform you that we have considered your application and hereby agree to allot to you the following tenement on certain terms and conditions:

1)	Shop / Flat No.	_____
2)	Floor	_____
3)	Building No.	" _____ "
4)	Carpet Area of Flat	_____ square metres
5)	Enclosed Balcony Area	_____ square metres (collective)
6)	Total Area (4+5)	_____ square metres
7)	Exclusive right to use	
	Adjacent Open Terrace	_____ square metres (collective)
	Adjacent Open Balcony	_____ square metres (collective)
	Covered Car Parking Space	_____ square metres bearing No/s. ____
	Open Car Parking Space	_____ square metres bearing No/s. ____
8)	Project	"Empire Square" on all that piece and parcel of well demarcated and defined land bearing CTS Nos. 4746(part), 4751 (part), 4752 (part) at Chinchwad, Pune.
9)	Consideration	Rs. _____/-
10)	Other Charges	Rs. _____/- for a period upto _____ payable from the date of intimation to take possession towards provisional monthly contribution towards maintenance charges.
11)	Date of Possession	31 st December, 2019 (subject to force majeure conditions and other terms as per the proposed agreement).
12)	Rebate for early payment	As would be mutually agreed upon by the parties.
13)	Stamp Duty & Registration Fees	At actual prior to registration of proposed Agreement
14)	VAT/Service Tax/GST/etc.	At actual as and when called for by us.
15)	Ultimate Organization of tenement purchaser/s of the Project.	Co operative Housing Society.

The payments of the consideration shall be made by you as per Annexure "1" annexed hereto towards the said tenement.

We have further informed you that the said Project comprise of Building Nos. "A", "B & C", "D", "E & F", "G & H", "I & J", "K & L" and two Commercial Buildings. The Building Nos. "B & C", "E & F" and "G & H" being developed and constructed as Phase I. The Building Nos. "A", "D" and "I & J" being developed and constructed as Phase II. The Building Nos. "K & L" to be developed and constructed in future on revised sanction of the building plans as Phase III. The Commercial Building on Amenity Space to be developed and constructed in future on sanction of the building plans as Phase IV. The Commercial Building on plot opposite to 45 meter D P Road to be developed and constructed in future on sanction of the building plans as Phase V.

We have also informed you that we would form and register a separate Cooperative Housing Society under the provisions of the Maharashtra Cooperative Societies Act, 1960 read with the rules for each building for the purposes of maintenance in Phase I, Phase II, Phase III, Phase IV and Phase V and that each society would be formed after the disposal of 51% of the tenement in such building. Further we shall form a Federation/Apex Society of the said societies registered separately for each building in Phase I, Phase II, Phase III, Phase IV and Phase V and we shall convey the said land less area under DP Road along with all the buildings in the said Phase I, Phase II, Phase III, Phase IV and Phase V and the common amenities and facilities to the Federation/Apex Society on or before 31st March 2030 and subject to disposal of 2/3rd tenements in the project and receipt of total consideration from such tenement holders.

Please note that at your request we shall allot to you Car Parking Space as stated above for your exclusive use on first cum first basis, but which shall form part and parcel of the common restricted areas and would be confirmed by the ultimate organization of tenement purchasers in its meeting after its formation. Please further note that you shall not have any right, title or interest in the said Premises till such time the necessary Agreement for Sale is executed and registered. The Agreement should be executed within 30 days from the date of this Confirmation, failing which the allotment made hereby shall automatically stand cancelled and terminated and the cancellation terms shall apply and there shall be no requirement for us to give you any written notice to that effect.

Please further note that issuance of this non transferable Allotment Letter to you and that this Allotment Letter is not meant or be treated or deemed to be as an Agreement contemplated under the provisions of Real Estate (Regulation and Development) Act, 2016 and Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal, etc.) Rules, 2017.

We have also furnished to you the floor plans and details of the specifications of the said tenement and the proposed agreement to be entered into at the time of booking and that you have no confusions whatsoever thereto and that would not change the option confirmed by us on the date of booking.

Prior to returning the copy of this Confirmation Letter, we once again call upon you to have yourself satisfied as regards the title and our rights to develop the said project and marketability of title, nature of Agreement for Sale to be executed, floor plans, specification and amenities and also the rules and regulations regarding the project, which had already been explained to you in detail.

We look forward to serve you better.

Thanking You,

Yours faithfully.
for **M/s. Empire Properties**

Partner

We confirm the aforesaid and accept the allotment of the said Premises and payment plan and have understood the terms and conditions as set out in the proposed Agreement.

Mr./Mrs. _____

Mr./Mrs. _____

ANNEXURE “1”
Schedule of the payment of consideration

		Amount	Particulars
a)	10%	Rs. _____/-	Paid by the Purchaser/s to the Promoters prior to the execution of this Agreement.
b)	19%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters within 2 (two) days from the date of execution of this Agreement.
c)	01%	Rs. _____/-	Deducted as TDS by the Purchaser/s under the Income Tax Act and agreed to be deposited by the Purchaser/s with the concerned authority.
d)	15%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of plinth of the said building/wing in which the said premises is situated.
e)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 1 st slab above the plinth of the said building/wing in which the said Premises is situated.
f)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 5 th slab above the plinth of the said building/wing in which the said Premises is situated.
g)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 9 th slab above the plinth of the said building/wing in which the said Premises is situated.
h)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 13 th slab above the plinth of the said building/wing in which the said Premises is situated.
i)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of all slabs including podium and stilts of the building/wing in which the said Premises is situated.
j)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of walls, internal plaster, floorings of the said Premises.
k)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.
l)	10%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of external plumbing and external plaster, elevation, terraces with water proofing of the building/wing in which the said Premises is situated.
m)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of the lifts, water pumps, electrical fittings, electro, mechanical

			and environment requirements, entrance lobby, plinth protection, paving of areas if specified and all other requirements as may be prescribed in this Agreement of the building/wing in which the said Premises is situated.
n)	05%	Rs. _____/-	And other balances/dues against and at the time of handing over of possession of the said Premises to the Purchaser/s on or after receipt of Completion Certificate, whichever is earlier.
		Rs. _____ /-	TOTAL

We confirm the aforesaid and accept the allotment of the said Premises and payment plan and have understood the terms and conditions as set out in the proposed Agreement.

Mr./Mrs. _____

Mr./Mrs. _____

AGREEMENT

THIS AGREEMENT is made and executed at Pune on this day of Two
Thousand and

BETWEEN

M/s. Empire Properties, a duly registered partnership firm under the provisions of the Indian Partnership Act, 1932 having its principal place of business at CTS No. 4510/1, Chinchwad, Pune 411019, PAN No. AACFE0636N, through the hands of two of its partners (1) Mr. Gurmukh Jangaldas Sukhwani, Age adult, occupation Business and (2) Mr. Rakesh Satyanarayan Agarwal, Age adult, occupation Business, both having office address at CTS No. 4510/1, Chinchwad, Pune 411019; Hereinafter referred to or called as a “**THE PROMOTERS**”, (which expression shall unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, successors, administrators and assigns)

. . . . OF THE FIRST PART.

AND

Mr./Mrs./M/s.
Age: years, Occupation: PAN No.
Mr./Mrs./M/s.
Age: years, Occupation: PAN No.
Residing at/ having its office at:
... ..
... ..

Hereinafter referred to or called as “**THE PURCHASER/S**” (which expression unless repugnant to the context or meaning there of shall mean and include the Purchaser/s alone and shall include his/her/their heirs, executors, administrators and successors so far as the obligations on the part of the Promoters are concerned and Purchaser/s shall not be entitled to assign or transfer his/her/their rights, title and interest under this agreement)

. . . . OF THE SECOND PART.

AND

(1) **Shri. Yashwant Kondiba Kate**, Age: adult, Occupation: Business and Agriculture (for self and as karta and manager of his Hindu Undivided Family), (2) **Sou. Tarabai Yashwant Kate**, Age: adult, Occupation: Housewife, (3) **Shri. Pravin Yashwant Kate**, Age: adult, Occupation: Business, (for self and as natural and legal guardian of **Master Sidhant Pravin Kate**, Age: minor, Occupation: Education and **Ms. Shamali Pravin Kate**, Age: minor, Occupation : Education, (4) **Sou. Kiran Pravin Kate**, Age: adult, Occupation: Housewife, (5) **Shri. Rajesh Yashwant Kate**, Age: adult, Occupation: Business, (for self and as natural and legal guardian of **Master Ayush Rajesh Kate**, Age: minor, Occupation: Education, (6) **Sou. Deepali Rajesh Kate**, Age: adult, Occupation: Housewife, No. 1 to 6 residing at 146, Kate Building, Dapodi, Pune – 411012, (7) **Sou. Vijaya Babu Bankhele**, Age: adult, Occupation: Housewife, Residing At Post Khed, Taluka Khed (Rajgurunagar), District Pune, (8) **Smt. Jayashree Keshavrao Kate**, Age: adult, Occupation: Housewife, (9) **Shri. Sanjay Keshavrao Kate**, Age: adult, Occupation: Business, (for self and as natural and legal guardian of **Master Digvijay Sanjay Kate**, Age: minor, Occupation: Education and **Ms. Raksha Sanjay Kate**, Age: minor, Occupation : Education, (10) **Sou. Rupali Sanjay Kate**, Age: adult, Occupation: Housewife, No. 8 to 10 residing at 146, Kate Building, Dapodi, Pune – 411012, (11) **Sou. Rajani Pravin Tupe**, Age: adult, Occupation: Housewife, Residing at Sector No. 27, Shivneri Building, Pradhikaran, Nigadi, Pune – 411044, (12) **Sou. Manjushree Baban Bhosale**, Age: adult, Occupation: Housewife, Residing A/P. Chakan, Chakan Shikrapur Road, Taluka Khed, Pune, (13) **Sou. Sunita Ajay Gavane**, Age: adult, Occupation: Housewife, Residing at Mahalaxmi Chambers, Above Seva Vikas Bank, Nehru Nagar, Pimpri, Pune – 411018, (14) **Sou. Anita Chandrakant Gundal**, Age: adult, Occupation: Housewife, Residing at Flat No. 9, 2nd floor, Doctor Quarters, Jijamata Hospital, Pimpri, Pune – 411018, (15) **Sou. Kaushalya Namdev Kad**, Age: adult, Occupation: Housewife, Residing at Kadachi Wadi, at post Chakan, Taluka Khed, Rajgurunagar, Pune, (16) **Sou. Baidabai alias Jayashree Rambhau Bhide**, Age: adult, Occupation: Housewife, Residing at post Mhalunge-Ingale, Taluka Khed (Rajgurunagar), Pune, (17) **Sou. Leela alias Swati Ramesh Lomate**, Age: adult, Occupation: Housewife, Residing at Survey No. 12 A, Talegaon Dabhade Station, Chakan Road, Taluka Maval, District Pune, (18) **Sou. Sushila Shantaram Garade**, Age: adult, Occupation: Housewife, Residing at Sector No. 26, Plot No. 4 o 5, Pradhikaran, Nigadi, Pune – 411044, (19) **Shri. Prakash Namdev Kate**, Age: adult, Occupation: Business, (for self and as karta and manager of his Hindu Undivided Family), (20) **Sou. Usha Prakash Kate**, Age: adult, Occupation: Housewife, (21) **Shri. Pritam Prakash Kate**, Age: adult, Occupation: Business, (For self and as karta and manager of his Hindu Undivided Family and as natural and legal guardian of **Master Vedant Pritam Kate**, Age: minor, Occupation: Education, (22) **Sou. Yogini Pritam Kate**, Age: adult, Occupation: Housewife, No. 19 to 22 residing at 146, Narmada Nivas, Kate Building, Dapodi, Pune – 411012, (23) **Sou. Deepali Mahesh Kamathe**, Age: adult, Occupation: Housewife, Residing at Khalad, Taluka Purandar, District Pune, (24) **Shri. Subhash Namdev Kate**, Age: adult, Occupation: Business, (for self and as karta and manager of his Hindu Undivided Family), (25) **Sou. Ujwala Subhash Kate**, Age: adult, Occupation: Housewife, No. 23 to 25 residing at 146, Narmada Nivas, Kate Building, Dapodi, Pune – 411012, (26) **Shri. Arun Namdev Kate**, Age: adult, Occupation: Agriculture and Business, (For self and as karta and manager of his Hindu Undivided Family and as natural and legal

guardian of **Master Pranav Arun Kate**, Age: minor, Occupation: Education and Business and **Ms. Pranita Arun Kate**, Age: minor, Occupation : Education, **(27) Sou. Meena Arun Kate**, Age: adult, Occupation: Housewife, No. 26 and 27 residing at 146, Narmada Nivas, Kate Building, Dapodi, Pune – 411012, **(28) Sou. Vimal Vitthal Medankar**, Age: adult, Occupation: Housewife, Residing at Medankarwadi, at post Chakan, Taluka Khed (Rajgurunagar), District Pune, **(29) Sou. Kamal Vilas Pate**, Age: adult, Occupation: Housewife, Residing at Varulwadi, Mouje Narayangaon, Taluka Junnar, District Pune, **(30) Shri. Kashinath Sayaji Kate**, Age: adult, Occupation: Agriculture and Business, (For self and as karta and manager of his Hindu Undivided Family), **(31) Sou. Baidabai Kashinath Kate**, Age: adult, Occupation: Housewife, **(32) Shri. Avinash Kashinath Kate**, Age: adult, Occupation: Agriculture and Business, (For self and as karta and manager of his Hindu Undivided Family and as natural and legal guardian of **Master Raj Avinash Kate**, Age: minor, Occupation: Education and **Ms. Jui Avinash Kate**, Age: minor, Occupation : Education, **(33) Sou. Revati Avinash Kate**, Age: adult, Occupation: Housewife, **(34) Shri. Pradeep Kashinath Kate**, Age: adult, Occupation: Agriculture and Business, (For self and as karta and manager of his Hindu Undivided Family and as natural and legal guardian of **Ms. Sai Pradeep Kate**, Age: minor, Occupation: Education, **(35) Sou. Vaishali Pradeep Kate**, Age: adult, Occupation: Housewife, No. 30 to 35 residing at 146, Parvati Nivas, Kate Building, Dapodi, Pune – 411012, **(36) Sou. Sangeeta Chandrashekhar More**, Age: adult, Occupation: Housewife, Residing at Uttamnagar, Near Petrol Pump, Waraje Malvadi, Pune, **(37) Shri. Umakant Sayaji Kate**, Age: adult, Occupation: Agriculture and Business, (For self and as karta and manager of his Hindu Undivided Family), **(38) Sou. Sushila Umakant Kate**, Age: adult, Occupation: Housewife, **(39) Shri. Viraj Umakant Kate**, Age: adult, Occupation: Agriculture and Business, (For self and as karta and manager of his Hindu Undivided Family and as natural and legal guardian of **Ms. Saloni Veeraj Kate**, Age: minor, Occupation: Education, **(40) Sou. Savita Viraj Kate**, Age: adult, Occupation: Housewife, **(41) Shri. Nilesh Umakant Kate**, Age: adult, Occupation: Agriculture and Business, (For self and as karta and manager of his Hindu Undivided Family and as natural and legal guardian of **Master Prayas Nilesh Kate**, Age: 10 years, Occupation: Education and **Ms. Shreya Nilesh Kate**, Age: 5 years, Occupation : Education, **(42) Sou. Harshada Nilesh Kate**, Age: 36 years, Occupation: Housewife, No. 37 to 42 residing at Parvati Nivas, Kate Building, Dapodi, Pune – 411012, **(43) Sou. Supriya Machindra Dhavale**, Age: adult, Occupation: Housewife, Residing at Dhavale Vasti, Uruli Kanchan, Taluka Haveli, District Pune, **(44) Shri. Suresh Sayaji Kate**, Age: adult, Occupation: Agriculture and Business, (For self and as karta and manager of his Hindu Undivided Family), **(45) Sou. Usha Suresh Kate**, Age: adult, Occupation: Housewife, **(46) Shri. Amit Suresh Kate**, Age: adult, Occupation: Agriculture and Business, (For self and as karta and manager of his Hindu Undivided Family and as natural and legal guardian of **Ms. Samrudhi Amit Kate**, Age: minor, Occupation : Education, **(47) Sou. Arati Amit Kate**, Age: adult, Occupation: Housewife, **(48) Shri. Sumit Suresh Kate**, Age: adult, Occupation: Education, **(49) Ms. Gauri Suresh Kate**, Age: adult, Occupation: Education, No. 44 to 49 residing at 146, Parvati Nivas, Kate Building, Dapodi, Pune – 411012, **(50) Sou. Kalinda alias Kalindi Laxman Dangat**, Age: adult, Occupation: Housewife, residing at Vikasnagar, Opp. Shivshakti Bank, Dangat Vasti, Kivale, At/Post Dehu Road, Taluka Haveli, District Pune, **(51) Sou. Sunanda Dhananjay alias Popat Choudhari**, Age: adult, Occupation: Housewife, Residing at 209, Chandrakala Nivas, Navi

Khadaki, Yerawada, Pune – 411006, **(52) Sou. Shankutala Dnyaneshwar Kashid**, Age: adult, Occupation: Housewife, Residing at near Bank of Maharashtra, at Post Induri, Taluka Maval, District Pune, **(53) Sou. Ratan Vitthal Aatkar**, Age: adult, Occupation: Housewife, Residing at near Limbache Talim, Near Bhairoba Mandir, Landage Galli, Bhosari Gavthan, Pune – 411039, **(54) Sou. Usha Sopan Lande**, Age: adult, Occupation: Housewife, Residing at 'E' Building, Flat No. 505 & 506, Kunal Puram, Pune-Mumbai Road, Phugewadi, Pune – 411012, **(55) Smt. Kusum Vasant Gaikwad**, Age: adult, Occupation: Housewife, Residing at Near Bhairoba Mandir, Aundh Gaon, Pune – 411007, **(56) Sou. Smita Prakash Dhumade**, Age: adult, Occupation: Housewife, Residing at Dhumakewada, Behind New English School, Navi Peth, Pune – 411030, **(57) Shri. Vijay Vasant Bajare**, Age: adult, Occupation: Agriculture and Business, Residing at Shivanand Garden, 'C' Building, Flat No. 304, Wanwari, Pune – 411040, **(58) Smt. Jeejabai Dnyanoba Kate**, Age: adult, Occupation: Housewife, **(59) Shri. Jaywant Dnyanoba Kate**, Age: adult, Occupation: Agriculture and Business, (For self and as karta and manager of his Hindu Undivided Family), **(60) Sou. Pushpa Jaywant Kate**, Age: adult, Occupation: Housewife, **(61) Shri. Yogesh Jaywant Kate**, Age: adult, Occupation: Agriculture and Business, (For self and as karta and manager of his Hindu Undivided Family and as natural and legal guardian of **Master Soham Yogesh Kate**, Age: minor, Occupation: Education and **Ms. Apurva Yogesh Kate**, Age: minor, Occupation : Education, **(62) Sou. Sayali Yogesh Kate**, Age: adult, Occupation: Housewife, **(63) Shri. Paresh Jaywant Kate**, Age: adult, Occupation: Agriculture and Business, (For self and as karta and manager of his Hindu Undivided Family), **(64) Sou. Meena Paresh Kate**, Age: adult, Occupation: Housewife, **(65) Shri. Shailesh Jaywant Kate**, Age: adult, Occupation: Agriculture and Business, (For self and as karta and manager of his Hindu Undivided Family and as natural and legal guardian of **Master Darshan Shailesh Kate**, Age: minor, Occupation: Education, **Master Atharva Shailesh Kate**, Age: minor, Occupation : Education, **(66) Sou. Veena Shailesh Kate**, Age: adult, Occupation: Housewife, **(67) Sou. Vimal Chimanrao Kate**, Age: adult, Occupation: Housewife, **(68) Shri. Vivek Chimanrao Kate**, Age: adult, Occupation: Agriculture and Business, (For self and as karta and manager of his Hindu Undivided Family and as natural and legal guardian of **Ms. Vaishnavi Vivek Kate**, Age: minor, Occupation : Education, **(69) Sou. Vaishali Vivek Kate**, Age: adult, Occupation: Housewife, **(70) Shri. Ajay Chimanrao Kate**, Age: adult, Occupation: Agriculture and Business, (For self and as karta and manager of his Hindu Undivided Family and as natural and legal guardian of **Ms. Sakshi Ajay Kate**, Age: minor, Occupation: Education and **Ms. Siddhi Ajay Kate**, Age: minor, Occupation : Education, **(71) Sou. Rekha Ajay Kate**, Age: adult, Occupation: Housewife, **(72) Shri. Ashish Chimanrao Kate**, Age: adult, Occupation: Agriculture and Business, (For self and as karta and manager of his Hindu Undivided Family and as natural and legal guardian of **Master Shravan Ashish Kate**, Age: minor, Occupation: Education and **Ms. Janhavi Ashish Kate**, Age: minor, Occupation : Education, **(73) Sou. Preeti Ashish Kate**, Age: adult, Occupation: Housewife, **(74) Shri. Chetan Chimanrao Kate**, Age: adult, Occupation: Agriculture and Business, **(75) Shri. Rambhau alias Ramchandra Dnyanoba Kate**, Age: adult, Occupation: Agriculture and Business, (For self and as karta and manager of his Hindu Undivided Family), **(76) Sou. Mandakini Rambhau Kate**, Age: adult, Occupation: Housewife, **(77) Shri. Deepak Rambhau Kate**, Age: adult, Occupation: Agriculture and Business, **(78) Ms. Archana Rambhau Kate**, Age: adult, Occupation: Household, No. 58 to 78 Residing at 146, Avadhut

Chintan, Kate Building, Dapodi, Pune – 411012, **(79) Sou. Manisha Sachin Jagtap**, Age: adult, Occupation: Doctor, Residing at Bhalchandra Hospital, New Laxminagar, Pimple Gurav, Pune – 411027, **(80) Sou. Varsha Mauli Karale**, Age: adult, Occupation: Housewife, Residing at Bhavin Nivas, Ganesh Peth, Pune – 411011, **(81) Shri. Chandrakant Dnyanoba Kate**, Age: adult, Occupation: Agriculture and Business, (For self and as karta and manager of his Hindu Undivided Family), **(82) Sou. Swati Chandrakant Kate**, Age: adult, Occupation: Housewife, **(83) Shri. Anup Chandrakant Kate**, Age: adult, Occupation: Agriculture and Business, **(84) Shri. Shekhar Chandrakant Kate**, Age: adult, Occupation: Agriculture and Business, No. 81 to 84 residing at 146, Avadhut Chintan, Kate Building, Dapodi, Pune – 411012, **(85) Sou. Prajkata Amol Bangar**, Age: adult, Occupation: Housewife, Residing at Survey No. 48, Near Katepuram, Pimple Gurav, Pune – 411027, **(86) Shri. Vijay Dnyanoba Kate**, Age: adult, Occupation: Agriculture and Business, (For self and as karta and manager of his Hindu Undivided Family and as natural and legal guardian of **Ms. Pallavi Vijay Kate**, Age: minor, Occupation : Education, **(87) Sou. Savita Vijay Kate**, Age: adult, Occupation: Housewife, **(88) Shri. Abhijeet Vijay Kate**, Age: adult, Occupation: Agriculture and Business, No. 86 to 88 residing at 146, Avadhut Chintan, Kate Building, Dapodi, Pune – 411012, **(89) Shri. Laxman Nivrutti Kate**, Age: adult, Occupation: Agriculture and Business, (For self and as karta and manager of his Hindu Undivided Family, **(90) Sou. Alka Laxman Kate**, Age: adult, Occupation: Housewife, **(91) Shri. Sachin Laxman Kate**, Age: adult, Occupation: Agriculture and Business, (For self and as karta and manager of his Hindu Undivided Family and as natural and legal guardian of **Master Nishant Sachin Kate**, Age: minor, Occupation : Education, **(92) Sou. Meghana Laxman Kate**, Age: adult, Occupation: Housewife, **(93) Shri. Sandeep Laxman Kate**, Age: adult, Occupation: Agriculture and Business, No. 91 to 96 residing at 146, Avadhut Chintan, Kate Building, Dapodi, Pune – 411012, **(94) Sou. Surekha Nandkumar Murkute**, Age: adult, Occupation: Housewife, Residing at Ashram Road, Uruli Kanchan, Taluka Haveli, District Pune – 412202, **(95) Shri. Gulab Nivrutti Kate**, Age: adult, Occupation: Agriculture and Business, (For self and as karta and manager of his Hindu Undivided Family), **(96) Sou. Suman Gulab Kate**, Age: adult, Occupation: Housewife, **(97) Shri. Rahul Gulab Kate**, Age: adult, Occupation: Agriculture and Business, (For self and as karta and manager of his Hindu Undivided Family), **(98) Sou. Sujata Rahul Kate**, Age: adult, Occupation: Housewife, **(99) Shri. Vishal Gulab Kate**, Age: adult, Occupation: Agriculture and Business, No. 98 to 101 residing at 146, Avadhut Chintan, Kate Building, Dapodi, Pune – 411012, **(100) Sou. Vaishali Sanjay Shinde**, Age: adult, Occupation: Housewife, Residing at Sachin Chamber, Radhakrushna Nagar, Chakrapani Road, Bhosari, Pune – 411039, **(101) Sou. Shantabai Shivaji Tupe**, Age: adult, Occupation: Housewife, Residing at Survey No. 175, Choisa, Hadpsar, Pune – 411028, **(102) Sou. Sulochana Sitaram Vede**, Age: adult, Occupation: Housewife, Residing at Near Vitthal Mandir, Purohit Market, Bavdhan Khurd, Taluka Mulshi, District Pune – 411021, **(103) Sou. Manubai Nivrutti Kate**, Age: adult, Occupation: Housewife, Residing at Survey No. 75, Dapodi, Pune 411012, **(104) Sou. Sangeeta Maruti Potale**, Age: adult, Occupation: Housewife, Residing at House No. 8, Vinayak Nagar, Sainath Colony, New Sanghavi, Pune 411027, **(105) Sou. Manjushree Kashinath Jhangale**, Age: adult, Occupation: Housewife, Residing at 49/1/2, Near Mahesh School, Ganesh Colony, Kothrud, Pune 411038, **(106) Sou. Ranjana Bhagwan alias Baban Borde**, Age: adult, Occupation: Housewife, Residing at Brahminwadi, Wadgaon Maval,

Taluka Mawal, District Pune and **(107) Sou. Anjana Balkrishna Lokhande**, Age: adult, Occupation: Housewife, Residing at Survey No. 75, Dapodi, Pune 411012; No. 1 to 107 through the hands of their Constituted Attorney 1) Mr. Gurmukh Jangaldas Sukhwani, Age adult, Occupation Business and (2) Mr. Rakesh Satyanarayan Agarwal, Age adult, Occupation Business, both having address at CTS No. 4510/1, Chinchwad, Pune 411019; Hereinafter referred to or called as a **“THE CONSENTING PARTY”**, (which expression shall unless repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors, successors, administrators and assigns)

.... OF THE THIRD PART.

WHEREAS

(A) The Consenting Party are the absolute owner of and/or otherwise well and sufficiently entitled to and seized and possessed of all those pieces and parcels of land or ground situate at village Chinchwad, Taluka Haveli, District Pune and within the jurisdiction of the Sub-Registrar Haveli No. 1 to 27, Pune, hereinafter referred to as **“the said land”** more particularly described in the First Schedule hereunder written and delineated in red colour boundary line on the plan annexed hereto and marked as Annexure **“1”**.

(B) By and under diverse registered deeds and documents executed by the Consenting Party in favour of the Promoters herein, the Consenting Party have granted unto and in favour of the Promoters herein the exclusive development rights and authority to develop the said land for consideration and on certain terms and conditions.

(C) The Title of the Consenting Party and the rights of the Promoters to develop the said land are detailed in the Note on Title annexed hereto and marked as Annexure - **“2A”** annexed hereto and is to be read as a part and parcel of these presents.

(D) In the aforesaid circumstances the Consenting Party are the owners of and otherwise well and sufficiently seized and possessed of and entitled to the said land more particularly described in the First Schedule hereunder written and hereinafter referred to as **“the said land”** and the Promoters are entitled to develop the same.

(E) The Promoters herein have appointed M/s. Solespace, Pune as its Architects and M/s. JW Consultants LLP, Pune as its Structural Engineers for the preparation of the drawings and structural design of the building/s which is/are under construction on the said land and have agreed to accept their professional services and supervision. The Promoters herein have reserved right to change aforesaid Architects and Structural Engineers before the completion of the building/s.

(F) The Promoters have obtained the following permissions and sanctions from various authorities for the development of the said land and the same are enumerated hereunder:-

- (i) The Pimpri Chinchwad Municipal Corporation have issued the first Commencement Certificate bearing No. B.P/Chinchwad/16/2010 dated 18/2/2010 and the same is revised from time to time. The latest revised Commencement Certificate No. is B.P/Chinchwad/30/2017 dated 20/4/2017.
- (ii) The Collectorate, Pune vide its Order bearing No. PMA/NA/SR/764/10 dated 3/11/2010 has permitted the non agricultural use of the portion admeasuring 43826.30 square metres out of the said land.
- (iii) The Government of Maharashtra, Environment Department vide its Order bearing No. SEAC2010/CR 584/TC-2 dated 18/10/2012 has granted the Environmental Clearance for the development and project to be developed on the said land.

(G) In light of the aforesaid transactions, the Promoters herein have absolute authority to obtain revised sanction to the building layout, building plans and to develop the said land by constructing multistoried buildings thereon and have absolute right to sell, lease, mortgage, etc. the flats, apartments, showrooms, shops, offices, premises, tenements in the building(s) which is/are under construction or to be constructed on the said land and further have absolute authority and right to allot exclusive right to use terraces, reserved / restricted areas, space for advertisements on the terrace of the building, etc. in the building(s), which is/are under construction or to be constructed on the said land by the Promoters and to enter into agreements with the Purchasers, Mortgagees, lessees, etc. and to receive sell price and deposit and other charges in respect thereof.

(H) The Promoters herein have disclosed that a portion of the land to the tune of 853.06 square metres is under D.P. Road and that the same has been handed over to Pimpri Chinchwad Municipal Corporation and/or the concerned authorities and in lieu of the same, the Promoters are entitled to FSI thereof to be loaded on the said land and/or TDR or any other building potential. The said land less the area under D.P. Road would be finally conveyed to the Apex Body/Federation as stated herein under.

(I) The Promoters herein have disclosed that a portion of the land to the tune of 2325.24 square metres is Amenity Space and that the Promoters would be constructing a commercial building thereon as permitted by the concerned authorities.

(J) The Promoters herein have disclosed that the said land is in BRT corridor and hence certain parking spaces (covered as well as open) will have to handed over to Pimpri Chinchwad Municipal Corporation or the concerned authorities in due course of time.

(K) The Promoters herein have caused the layout and building plans to be sanctioned in respect of the proposed building/s to be constructed on the said land comprising of Building Nos. "A", "B & C", "D", "E & F", "G & H", "I & J", "K & L" and Club House. The building plans for the commercial building on amenity space would be sanctioned in due course of time. The said Building No. "A" comprises of Lower Parking floor, Upper Parking floor, Stilt Parking floor plus 20 (twenty) upper floors and is under construction as per the sanctioned plans and is residential building. The said Building No. "B & C" comprises of Lower Parking floor, Upper Parking floor, Stilt Parking floor plus 21 (twenty one) upper floors and is under construction as per the sanctioned plans and is residential building. The said Building No. "D" comprises of Lower Parking floor, Upper Parking floor, Stilt Parking floor plus 21 (twenty one) upper floors and is under construction as per the sanctioned plans and is residential building. The said Building No. "E & F" comprises of Lower Parking floor, Upper Parking floor, Stilt Parking floor plus 21 (twenty one) upper floors and is under construction as per the sanctioned plans and is residential building. The said Building No. "G & H" comprises of Lower Parking floor, Upper Parking floor plus 21 (twenty one) upper floors and is under construction as per the sanctioned plans and is residential cum commercial building. The said Building No. "I & J" comprises of Lower Parking floor, Upper Parking floor plus 21 (twenty one) upper floors and is under construction as per the sanctioned plans and is residential cum commercial building. The said Building No. "K & L" comprises of Lower Parking floor, Upper Parking floor plus 3 (three) upper floors and is under construction as per the sanctioned plans and is residential cum commercial building and the building plans are to be revised to make the said Building No. "K & L" as Lower Parking floor, Upper Parking floor plus 21 (twenty one) upper floors. The commercial building in the Amenity Space is yet to be sanctioned and the Promoters shall cause the building plans thereof to be sanctioned in due course of time. The said Building Nos. "A", "B & C", "D", "E & F", "G & H", "I & J", "K & L" are having connected Lower Parking floor, Upper Parking floor, Stilt Parking floor.

(L) Pursuant to the coming into force of the Real Estate (Regulation and Development Act, 2016, the Promoters have divided the said project into various phases as enumerated hereunder viz :-

- (1) Phase I comprising of construction of Building Nos. "B & C", "E & F", "G & H" being developed and constructed as shown in the plan annexed hereto and the said buildings are completed and the Completion Certificate is received.
- (2) Phase II comprising of construction of Building Nos. "A", "D", "I & J" being developed and constructed as shown in the plan annexed hereto.
- (3) Phase III comprising of construction of Building Nos. "K & L" to be developed and constructed in future on revised sanction of the building plans using the TDR potential, Paid FSI, FSI pertaining to BRT and all other buildable potential of the said land and to be developed and constructed in future as shown in the plan annexed hereto.

- (4) Phase IV comprising of construction of Commercial Building on Amenity Space to be developed and constructed in future on sanction of the building plans using the FSI potential and TDR potential, Paid FSI, FSI pertaining to BRT and all other buildable potential of the said land and to be developed and constructed in future as shown in the plan annexed hereto.
- (5) Phase V comprising of construction of Commercial Building on land area admeasuring 1107.71 sq. mtrs. (after hand over of 853.06 sq. mtrs. being road widening area handed over to Pimpri Chinchwad Municipal Corporation) opposite to 45 meter D P Road, to be developed and constructed in future on sanction of the building plans using the FSI potential and TDR potential, Paid FSI, FSI pertaining to BRT and all other buildable potential of the said land and to be developed and constructed in future as shown in the plan annexed hereto.

(M) The Promoters shall within the prescribed time get itself registered for Phase II comprising of Building Nos. "A", "D" "I & J" of the project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority.

(N) The Promoters have also disclosed to the Purchaser/s that they would form and register a separate Cooperative Housing Society under the provisions of the Maharashtra Cooperative Societies Act, 1960 read with the rules for each building namely "A", "B & C", "D", "E & F", "G & H", "I & J", "K & L", Commercial Building in Amenity Space and Commercial Building on land area admeasuring 1107.71 sq. mtrs. for the purposes of maintenance of each building in Phase I, Phase II, Phase III, Phase IV and Phase V and that each society would be formed after the disposal of 51% of the tenements in the respective building. The Promoters shall form a Federation/Apex Society of the said societies registered separately for each building in Phase I, Phase II, Phase III, Phase IV and Phase V and the Promoters shall convey the portion of the said land less the area under D P Road along with all the buildings in the said Phase I, Phase II, Phase III, Phase IV and Phase V and the common amenities and facilities to the Federation on or before 31/03/2030 and subject to disposal of 2/3rd tenements in the Project and receipt of total consideration from such tenement holders.

(O) The Promoters have further disclosed that the tenement purchasers in Phase I, Phase II, Phase III, Phase IV and Phase V shall be entitled to use all the common amenities and facilities which are to be provided by the Promoters in the Project "Empire Square".

(P) The Promoters have disclosed to the Purchaser/s that there are no litigations pending in respect of the said land and/or the said project as on the date of this agreement.

(Q) While sanctioning the said plans the concerned authority and/or the Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said project on the said land and the said building/s and upon the 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.

(R) The Purchaser/s herein has/have demanded from the Promoters and the Promoters have given photocopies to the Purchaser/s of all the documents relating to the said land and the plans, designs and specifications prepared by the aforesaid Architect of the Promoters and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 read with the Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal, etc.) Rules, 2017 and regulations there under.

(S) The copy of the plan showing the said land is annexed hereto as Annexure "1". The Note on Title is annexed hereto as Annexure "2A". The copy of the Certificate of the Title of the said land issued by the Advocate of the Promoters herein is annexed hereto as Annexure "2B". The copies of the 7/12 extract /Property Extract Card of the said land showing the nature of the title of the Promoters is annexed hereto as Annexure "3A" and "3B". The copies of the parking floor plan and floor plan, showing the allotted parking and the said premises agreed to be purchased by the Purchaser/s herein are annexed hereto as Annexure "4A" and "4B". The copy of the latest Commencement Certificate and NA Order is annexed hereto as Annexure "5A" and "5B" being sanction to the buildings plans and permission for NA use of the said land. The copy of the Environmental Clearance is annexed hereto as Annexure "6". The details of the said Premises which is agreed to be purchased by the Purchaser/s herein is annexed hereto as Annexure "7". The details of the payment of installments of consideration are annexed hereto as Annexure "8". The specifications herein are agreed to be provided by the Promoters in the said Premises which is agreed to be purchased by the Purchaser/s herein are stated in Annexure "9" annexed hereto. The General Rules of Conduct are annexed hereto as Annexure "10". The Power of Attorney of the person/s admitting the registration on behalf of the Promoters is annexed hereto as Annexure "11". The photo identity of the Promoters and the Purchaser/s is annexed hereto as Annexure "12".

(T) The Promoters have disclosed that they have obtained the necessary permissions and sanctions to the plans, the specifications, elevations, sections and the said building/s for the commencement of the development of the said land and shall obtain the balance approvals and sanctions from various authorities from time to time, so as to obtain the Completion Certificate of the said building/s and the tenements therein.

(U) After the Purchaser/s' enquiry, the Promoters herein have requested to the Purchaser/s to carry out independent search by appointing his/her/their own Advocate and to ask any queries, he/she/they had regarding the marketable title of the Promoters and rights and authorities of the Promoters herein and also as regards all permissions and sanctions for development and the terms/conditions/ stipulations as stated therein. The Purchaser/s declares that he/she/they has/have satisfied himself/herself/themselves regarding the same and shall not raise any dispute hereafter.

(V) The Purchaser/s herein has/have applied to the Promoters for allotment of the said Premises more particularly described in Annexure "7" annexed hereto and shown on the plan annexed hereto as Annexure "4B", (herein referred to or called as **"THE SAID PREMISES"**) and that the Promoters have confirmed the allotment of the said Premises to the Purchaser/s.

(W) For the purposes of this Agreement, "Carpet Area" shall mean the net usable floor area of the said Premises, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Premises for the exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Premises for the exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Premises. Explanation – For the purpose of the definition of carpet area (i) "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s, (ii) "exclusive open terrace area" means the area of the open terrace which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s and (iii) "walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or shear wall(s) or wall made from bricks or blocks or precast material or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall.

(X) The Promoters herein have agreed to provide amenities in the said Premises, which are more particularly described in the Annexure "9" annexed hereto.

(Y) The Purchaser/s herein is/are aware of the fact that the Promoters herein have entered or will enter into similar or separate agreements with several other person/s and party/ies in respect of the other tenements/ flats/ showrooms/ shops/ offices/ terraces, and top terrace etc.

(Z) The parties relying on the confirmation, representations and assurances of each other to faithfully abide by the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing and ready to enter into this Agreement on the terms and conditions appearing hereinafter.

(AA) Prior to the execution of this Agreement, the Purchaser/s has/have paid to the Promoters a sum of Rs. _____ /- (Rupees _____ only), being Application amount and which is now converted into part payment of the sale consideration of the said Premises agreed to be sold by the Promoters to the Purchaser/s (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and that the Purchaser/s have agreed to pay to the Promoters, the balance consideration of the sale consideration in the manner as stated in Annexure "8" annexed hereto.

(BB) The Purchaser/s herein represents and assures that the Purchaser/s is are not barred or debarred or disentitled to acquire the said Premises under the provisions of the Maharashtra Cooperative Societies Act, 1960 or under any statute.

(CC) Under section 13 of the Real Estate (Regulation and Development) Act, 2016, the Promoters are required to execute a written agreement for sale of the said Premises with the Purchaser/s, being in fact these presents and also to register the same under the provisions of the Registration Act, 1908.

(DD) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoters have agreed to sell and the Purchaser/s have agreed to purchase the said Premises and hence the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence these presents.

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

1. CONSTRUCTION

As stated hereto before the Pimpri Chinchwad Municipal Corporation / concerned authorities has sanctioned the building plans of the buildings under Phase II comprising of Building Nos. "A", "D" and "I & J" which are under construction as shown in the layout and building plans. The Promoters herein shall continue and complete the construction of the Building Nos. "A", "D" and "I & J" in accordance with the plans, designs and specifications approved or to be approved by the Concerned Authority or within building construction rules and regulation of the Local Authority or Concerned Development Controlling Authority. The approved plan has been seen separately and approved by the Purchaser/s and further that the Purchaser/s has/have also seen the sanctioned plans and location of buildings in Phase I developed and completed, and further has/have also seen the sanctioned/tentative plans and location of buildings in Phase III, Phase IV and Phase V to be developed in future, so as to consume the total buildable potential as stated hereinabove.

Provided that, the Promoters shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the said Premises except (i) any alterations or additions required by the Government authorities/ local authority or development controlling authorities or due to change in any law, rules or regulations, or (ii) any minor changes or modifications as may be required by the Purchaser/s, or (iii) any minor changes or modifications or alterations as may be required due to architectural and/or structural reasons duly recommended and verified by the Project Architects or Engineers after proper declaration and intimation to the Purchaser/s.

2. CONSIDERATION OF THE SAID PREMISES

(A) Relying upon the Purchaser/s representation/s and assurance/s, the Promoters herein have agreed to sell and the Purchaser/s herein has/have agreed to purchase from the Promoters Residential premises bearing **Shop/Flat No.** _____ admeasuring carpet area about _____ **square metres** and Enclosed Balcony/ies collectively admeasuring _____ **square metres** together making a total area of _____ **square metres** situate on _____ (_____) Floor in **Building No.** “ _____ ” in Phase II in the project to be collectively known as “**Empire Square**” and along with an exclusive right to use (i) adjacent Open Terrace collectively admeasuring _____ **square metres**, (ii) adjacent Open Balcony collectively admeasuring _____ **square metres**, (iii) Covered Car Parking Space No. _____ admeasuring _____ **square metres** at _____ Floor and (iv) Open Car Parking Space No. _____ admeasuring _____ **square metres** along with appurtenances thereto and which premises along with appurtenances is/are more particularly described in the Annexure “**7**” annexed hereto and is hereinafter referred to as “**THE SAID PREMISES**”, at or for total lumpsum consideration of **Rs.** _____ **/- (Rupees _____ only)** including the price for the proportionate share in the said land subject to the encumbrances of restricted areas and facilities and also includes the expenses for obtaining electric connection from M.S.E.D.Co or electricity company, expenses for formation of society, etc. including expenses for providing genset backup for lifts and common lights and proportionate share in price of the common areas and facilities appurtenant to the said Premises, but excluding all expenses towards final conveyance in favour of society and share money and entrance fees for membership of the said society and towards stamp duty and registration fees, maintenance deposits/charges, VAT, Service Tax, GST or such levies which will have to be paid by the Purchaser/s to the Promoters or concerned authority separately. The nature, extent and description of the common areas and facilities and restricted areas and facilities, which are more particularly described in the Second Schedule written hereunder.

(B) The Promoters herein have agreed to provide the specification and amenities in the said Premises which are more particularly described in the Annexure “**9**” annexed hereto.

(C) The total consideration as stated above excludes Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such taxes or levies and hence the Purchaser/s has/ have agreed to pay the Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such taxes or levies as applicable by separate payments to the Promoters on every installment of payment of the consideration. If any time after the execution of this agreement, Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such levies are increased under the respective statutes by the Central or State Government as the case may be and further at any time before or after the execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge, etc. by whatever name called is levied or recovered or charged or becomes payable under any statute/rule/ regulations/orders either by the Central Government or State Government or local body or revenue authorities or any other authority in respect of the said Premises or this agreement or this transaction the same shall be borne and shall be paid by the Purchaser/s within 7 (seven) days from the date of demand of the same by the Promoters.

(D) The above mentioned consideration towards the said Premises is escalation free, save and except any increases which the Purchaser/s agree/s to pay due to any increase on account of (i) development charges payable to the concerned authority and/or (ii) any charges which may be levied or imposed by the concerned authorities from time to time and/or (iii) inflation or price escalation of any building material/s by more than 20% (twenty percent) above the price of such building material/s as on the date of this agreement. The Promoters agree that at the time or raising such a demand for such escalation, the Promoters shall enclose the notification / rule/ regulation / order etc. to that effect.

(E) The Promoters may/shall charge separately to the Purchaser/s for any modifications/ gradation / changes specifically requested or approved by the Purchaser/s in the fittings, fixtures, specifications or amenities or any facility, which are other than the specifications and amenities as set out in Annexure "9".

(F) The present agreement is not a construction agreement or work contract or service contract. The said land, the said building and the said Premises shall vest only with the Promoters and would pass on to the ultimate organization of the tenement purchasers of the project and/or the Purchaser/s as the case may be on the execution of the final conveyance of the said land and building/s thereon including the said Premises and despite the said fact if any taxes, cess, etc. of any nature are levied on the present agreement the same shall be paid by the Purchaser/s alone.

(G) The Promoters undertake to intimate the Purchaser/s about the imposition of any other taxes that may be levied due to the construction of the present agreement or by any amendment in any of the laws/statutes.

(H) The Purchaser/s undertakes to pay the said taxes, cess, levies as stated hereinabove to the Promoters within 7 (seven) days from the date of such demand by the Promoters and in the event the Purchaser/s fail/s to pay the same within the stipulated time, then the same shall remain a lien or charge of arrears on the said Premises in favour of the Promoters and the Promoters shall be entitled to recover the same from the Purchaser/s along with interest thereon and till such time the said amount along with interest if any is paid by the Purchaser/s, the Promoters shall be entitled to withhold handing over of possession of the said Premises to the Purchaser/s.

3. PAYMENT OF INSTALLMENTS OF CONSIDERATION

(A) The Purchaser/s herein is well aware that, the building in which the said Premises is situated and which building is under construction on the part of said land, the construction of which is in progress and considering the present status of the construction of the same, the Purchaser/s has/have agreed to pay the aforesaid agreed consideration to the Promoters herein in the manner detailed in Annexure "8" annexed hereto.

(B) The Purchaser/s herein shall pay the aforesaid consideration to the Promoters herein on due date or within 7 (seven) days from the Purchaser/s receiving the written intimation from the Promoters calling upon the Purchaser/s to make the payment. Payment in time is the essence of the contract.

(C) The Promoters herein informed to the Purchaser herein that, aforesaid payment has to be made by the Purchaser/s by Cheques/Demand Draft issued/drawn in the name of **"M/s. Empire Properties"**.

(D) The Promoters may allow, in its sole discretion, a rebate for early payments of any installments payable by the Purchaser/s by discounting such early payments at the rate as may be mutually agreed by the parties hereto for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Promoters.

(E) Notwithstanding anything to the contrary, it is specifically agreed by and between the parties that no rebate or discount will be offered in such a case where the construction or items of work has/have been completed before the agreed timelines as mentioned and that the Purchaser/s shall have to pay the entire installment without any rebate or deduction.

(F) It is clarified that the Promoters shall be at liberty to vary the chronological order of the various stages of construction or items of work in the said building in which the said Premises is situated and further that the Promoters shall also be at liberty to simultaneously undertake two or more stages of construction or items of work set out in the payment plan as stated in Annexure "8" annexed hereto and to demand from the Purchaser/s the aggregate of the installments towards the agreed consideration mentioned in such installment/s.

(G) The Purchaser/s authorizes the Promoters to adjust/appropriate all payments made by him/her/them under any head/s of due against lawful outstanding, if any, in his/her/their name/s as the Promoters may in its sole discretion deem fit and the Purchaser/s undertake/s not to object/ demand/ direct the Promoters to adjust his/her/their payments in any manner.

(H) The parties hereto agree and covenant that in case of any delay in payment of installment shall lead to delay in completion of the said Premises and would result in delay in handing over possession thereof by the Promoters to the Purchaser/s and that the Promoters shall not be responsible for delay in handing over the possession in case of delay of payments by the Purchaser/s.

4. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

(A) It is hereby agreed that the Promoters and the Purchaser/s herein shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by PCMC or the local authority at the time of sanctioning of the plan/s or any time thereafter or at the time of granting Completion Certificate/s.

(B) The Purchaser/s herein shall not be entitled to claim possession of the said Premises until the Completion Certificate in respect of the said Premises is received by the Promoters from Pimpri Chinchwad Municipal Corporation or the Local Authority and the Purchaser/s herein have paid all dues payable under this agreement in respect of the said Premises to the Promoters and is/are not guilty of breach of any of the terms and conditions of this Agreement.

5. UTILIZATION OF THE FSI/TDR/BUILDING POTENTIAL

(A) In this agreement, the word FSI (floor space index) or FAR (floor area ratio) or TDR (transferable development rights) or Paid FSI or any other buildable potential shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws.

(B) It is hereby declared that, sanctioned plan/s has/have been shown to the Purchaser/s and the floor space index (FSI) available is shown in the aforesaid plan/s including utilized and unutilized FSI. Similarly, the floor space index, if any, utilized as floating floor space index or in any manner, i.e. to say, FSI of the said land transfer on other property or FSI of the other property being TDR transfer or Paid FSI to be consumed on the said land is also shown on the tentative plan which would be sanctioned in due course of time.

(C) The Promoters have disclosed that the FSI of the said land and/or TDR/Paid FSI/any other buildable potential to be loaded on the said land making the total buildable potential of the said land as 78912.02 square metres comprising of the said Project "Empire Square". The Promoters have disclosed that out of the total buildable potential (i) Building No. "A" shall have a FSI to the tune of 8829.59 square metres, (ii) Building No. "B & C" shall collectively have a FSI to the tune of 12626.80 square metres, (iii) Building No. "D" shall have a FSI to the tune of

7194.48 square metres, (iv) Building No. "E & F" shall collectively have a FSI to the tune of 12724.79 square metres, (v) Building No. "G & H" shall collectively have a FSI to the tune of 12666.23 square metres, (vi) Building No. "I & J" shall have a FSI to the tune of 12666.23 square metres, (vii) Building No. "K & L" shall have a FSI to the tune of 12203.90 square metres, (viii) Commercial Building to be constructed on the Amenity Space shall have a FSI attributable to Amenity Space and the same shall be as permitted by the concerned authorities, (ix) Commercial Building to be constructed on the Plot area admeasuring 1107.71 square meters opposite to 45 meter D P road shall have FSI as permitted by the concerned authorities. The Promoters have at the time of this Agreement utilized a buildable potential as per the sanctioned plans and shall utilize the balance buildable potential by revising the building plans and constructing the Buildings in Phase III, Phase IV nad Phase V in due course of time and for such utilization of the balance buildable potential by the Promoters, the Purchaser/s have given their specific irrevocable consent and no objection by executing this Agreement to carry out such amendments, alterations, modifications and/or variations in constructing the said Premises, said building on the said land and/or to the layout plan and/or to the building plans (whether or not envisaged and/or constructed at present) provided that the location, the area, the size and shape of the said Premises agreed to be purchased by the Purchaser/s is not adversely affected in any manner. The Purchaser/s further undertake/s to give any further consent or no objection as may be required by the Promoters for the said purpose without any demur and delay.

(D) The Promoters shall have right of pre-emptions or first right to utilize the residual or available FSI/FAR/TDR/Paid FSI or any other buildable potential which may be increased for whatsoever reason in respect of the said land or any other FSI or TDR or Buildable Potential granted by the appropriate authority and allowed to use the same on the said land by construction or raising any additional floor/s of the building/s which is/are under construction or to be constructed on the said land. The Purchaser/s herein by executing these presents has/have given his/her/their irrevocable consent and no objection for the aforesaid purposes and further undertakes to give any further consent or no objection as may be required by the Promoters without any demur and delay.

(E) Notwithstanding anything to the contrary, the Promoters shall develop and construct a separate commercial building on the said Amenity Space as permitted by the concerned authorities. The Purchaser/s herein by executing these presents has/have given his/her/their irrevocable consent and no objection for the aforesaid purposes and further undertakes to give any further consent or no objection as may be required by the Promoters without any demur and delay.

(F) As stated in these presents, the Promoters have disclosed the total buildable potential as proposed to be utilized by them on the said land and the Purchaser/s has/have agreed to purchase the said Premises based on the proposed construction and sale of tenements to be carried out by the Promoters by utilizing the proposed buildable potential and on the

understanding that the declared proposed buildable potential shall always belong to the Promoters only.

(G) The Promoters shall be entitled to compensation from the Purchaser/s in case any obstruction or impediment of any nature is raised by or on behalf of the Purchaser/s to the development of the said land by utilization and consumption of the total buildable potential as stated above, without prejudice to the rights of the Promoters to terminate this Agreement on such obstruction or impediment being raised by the Purchaser/s.

6. DISCLOSURE AND INVESTIGATION OF TITLE AND BUILDABLE POTENTIAL

(A) The Promoters herein have made full and true disclosure to the Purchaser/s as to the title and further rights and authorities of the Promoters in respect of the said land and the buildable potential as well as the encumbrances, if any, known to the Promoters.

(B) The Promoters herein have also requested to the Purchaser/s to carry out the search and to investigate the marketable title, rights and authorities of the Promoters in respect of the said land and also as regards the buildable potential by appointing his/her/their own Advocates/Architects/etc.. As required by the Purchaser/s, the Promoters herein have given all information to the Purchaser/s herein and he/she/they is/are acquainted himself/ herself/ themselves with all the facts as to the marketable title, rights and authorities of the Promoters herein in respect of the said land and also the buildable potential and after satisfaction and acceptance of the same has/have entered into this Agreement.

(C) The Purchaser/s hereinafter shall not be entitled to challenge or question the title, rights/authority of the Promoters in respect of the said land and the buildable potential and further the Promoter's rights and authority as to enter into this agreement.

7. TIME IS ESSENCE OF THE AGREEMENT

(A) Time is of the essence of this Agreement for the Promoters as well as the Purchaser/s.

(B) The Promoters shall abide by the time schedule for completing the project and handing over the said Premises to the Purchaser/s and the common areas to the ultimate organization of the tenement purchasers in the project after receiving the Completion Certificate from the concerned authorities. The Promoters have disclosed that the said project comprising of Phase I, Phase II, Phase III, Phase IV and Phase V would be completed prior to 31st March 2030.

(C) The Purchaser/s shall abide to make timely payments of the installments of consideration towards the said Premises and all other dues payable by him/her/them and meeting all other obligations under this Agreement, subject to simultaneous completion of construction by the Promoters as provided in Annexure "8" being the payment plan.

(D) If the Promoters fail to abide by the time schedule for completing the project and handing over of the said Premises to the Purchaser/s, the Promoters agree to pay to the Purchaser/s, who does not want to withdraw from the project, interest as stated in Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 on all amounts paid by the Purchaser/s (excluding the amounts paid towards VAT/Service Tax, GST or like) for every month of delay, till the handing over of the possession of the said Premises.

(E) The Purchaser/s agrees to pay to the Promoters interest as stated in Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 on all the delayed payments which become due and payable by the Purchaser/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoters. Provided that the tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoters under this Agreement, nor shall it be construed as condonation of the delay by the Promoters against delay in payments by the Purchaser/s.

(F) Without prejudice to the right of the Promoters to charge interest in terms of clause 7(E) hereinabove, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by the concerned authorities and other outgoings) and on the Purchaser/s three defaults of payment of installments (either being the same or other and as demanded by the Promoters), the Promoters shall at its own option, may terminate this Agreement; Provided that, the Promoters shall give written notice of fifteen days sent by Registered Post A.D. and by email at the address provided by the Purchaser/s of its intention to terminate this Agreement and of the specific breach/es of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fail/s to rectify the said breach/es mentioned by the Promoters within the period of the notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement. Provided further that upon the termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser/s, subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoters within a period of 30 (thirty) days of the termination, the installments of sale consideration of the said Premises which may then have been paid by the Purchaser/s to the Promoters. It is understood that the Promoters will not have to refund any amounts which have been paid by the Purchaser/s towards VAT/ Service Tax/ GST or like. It is agreed by the parties that for the purposes of termination as envisaged herein the Promoters shall be entitled to liquidated damages quantified at 10% of the total consideration of the said Premises.

(G) At the time of accepting the said refund of the amounts as stated in clause 7(F) the Purchaser/s shall execute and register the necessary Deed of Cancellation as required for by the Promoters and shall also hand over the original of these presents to the Promoters. In the event the Purchaser/s fail/s to come forward to execute and register the Deed of Cancellation within 7 (seven) days from such written intimation being given to the Purchaser/s, then by these presents itself the Purchaser/s herein irrevocably nominate, constitute and appoint Mr. _____, Age: adult, Occupation: Service, Residing at: _____ being the person admitting these presents on behalf of the Promoters (The photocopy of the photo identity of Mr. _____ is annexed hereto as Annexure “12” hereto for purpose of identification), as his/her/their, constituted attorney to execute and admit the execution of Deed of Cancellation or any other document as may be required to cancel this transaction in law and on termination of this Agreement as aforesaid and who is entitled to do the same on refund of amount to the Purchaser/s by sending the same by cheque/demand draft as aforesaid by Registered Post A.D. By executing these presents the Purchaser/s for himself / herself / themselves and his heirs, executors and administrators ratify and confirm and agree to ratify and confirm aforesaid act of the Constituted Attorney by virtue of these present clause. In pursuance of appointment of the constituted attorney as aforesaid by the Purchaser/s, for the aforesaid purpose, the additional stamp of Rs. 500/- (Rupees Five Hundred only) is paid herewith by the Purchaser/s for this instrument under the Maharashtra Stamp Act, 1958.

8. SPECIFICATIONS AND AMENITIES

(A) The specifications of the said Premises and fixtures, fittings and amenities to be provided by the Promoters to the said Premises or to the said building being in which said Premises is situated are described in the Annexure “9” annexed hereto.

(B) If any extra fittings, fixtures, and/or amenities are required by the Purchaser/s, then the Purchaser/s shall inform in writing to the Promoters and if it is possible for the Promoters, then the Promoters herein at their sole discretion may provide the same, provided the Purchaser/s accepting the cost/price of such extra amenities and undertake to pay or deposit the same prior to the commencement of such extra work and bills for such additional work raised by the Promoters shall be final.

9. DELIVERY OF POSSESSION

The Promoters herein shall complete the construction of the said Premises in all respect on or before 31st December, 2019. In the event, the Promoters fail or neglect to hand over possession of the said Premises to the Purchaser/s on account of reasons beyond their control and of its agents by the aforesaid date, then the Promoters shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the said Premises with interest at the same rate as mentioned in clause 7(D) hereinabove from the date the Promoters have received the sum till the date the amounts and interest thereon is repaid to the Purchaser/s.

Provided that, the Promoters shall be entitled to reasonable extension of time for giving delivery of the said Premises on the aforesaid date, if the completion of the said building in which the said Premises is situated is delayed on account of:-

- (i) War, civil commotion, strikes or act of God.
- (ii) Any notice, order, rule, notification of the Government and/or public or competent authority or Court.
- (iii) The Purchaser/s has/have committed any default in payment of installment on its due dates as mentioned in Annexure "8" annexed hereto. (This is without prejudice to the right of the Promoters to terminate this agreement as stated in these presents).
- (iv) Non payment or delay in payment of any governmental taxes and levies as set out in clause 2(C) and 2(D) hereinabove. (This is without prejudice to the right of the Promoters to terminate this agreement as stated in these presents).
- (v) Non-availability or shortage of steel, cement or any other building materials, water or electric supply including workmen/s, labourer/s, etc.
- (vi) Any extra work required to be carried in the said premises as per the requirement and at the cost of the Purchaser/s.
- (vii) Pendency of any litigation.
- (viii) Any unanticipated difficulty due to change in any Government rules or regulations or any objections from any Government authority or other Competent Authority.
- (ix) Any delay in getting any permissions, sanctions, consents, no objections or Completion Certificate from PCMC or any concerned authority due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities well within the stipulated time frame.
- (x) Any delay in getting any services such as electricity, water, drainage, sewage connections or meters from concerned authority/department due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities/department well within the stipulated time frame.
- (xi) Any other reasons beyond the control of the Promoters including force majeure conditions.

10. PROCEDURE FOR TAKING AND FAILURE TO TAKE POSSESSION OF THE SAID PREMISES

(A) After completion of construction in all respects in respect of the said Premises and upon obtaining the Completion Certificate, the Promoters herein shall within 7 (seven) days inform in writing to the Purchaser/s that the said Premises is ready for use and occupation and to take possession of the said Premises within a period of 15 (fifteen) days from the receipt of such letter.

(B) On receipt of such letter from the Promoters, the Purchaser/s herein shall inspect the said Premises in all respect and get satisfied according to the terms and conditions of this Agreement and after the Purchaser/s is/are satisfied himself/ herself/ themselves as aforesaid within the said period as mentioned in clause 10(A), at his/her/their request, the Promoters

herein shall hand over the possession of the said Premises to the Purchaser/s on payment of all amounts due and payable by the Purchaser/s to the Promoters under this Agreement and the Purchaser/s herein has/have not committed any default in payment of consideration in installment on its due date to the Promoters in pursuance of these presents.

(C) It is further agreed between the parties hereto that, after receiving the possession of the said Premises as stated above, the Purchaser/s herein shall not be entitled to raise any objection or to demand any amount/s under whatsoever ground from the Promoters herein. It is further agreed between the parties hereto that on receipt of possession of the said Premises by the Purchaser/s in pursuance of these presents, it shall be presumed that Purchaser/s herein has/have accepted the said Premises on as is where is basis and extinguished his/her/their rights as to raise any objection or complaint under whatsoever head.

(D) At the time of taking possession of the said Premises, the Purchaser/s shall execute the necessary Supplementary Agreement for Possession in such form as may be required by the Promoters and also shall execute such necessary indemnities, undertaking and such other documentation as may be required under this Agreement or by the Promoters.

(E) The Promoters agree and undertake to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters.

(F) The Purchaser/s agree/s to pay the maintenance charges, deposits as determined by the Promoters or ultimate organization of the tenement purchasers in the project, as the case may be at the time of taking possession of the said Premises.

(G) In the event, the Purchaser/s fail/s to take possession of the said Premises as stated hereinabove, the same shall be construed as a breach of the terms and conditions of this Agreement and that the Purchaser/s shall be liable to pay maintenance charges, taxes etc. as applicable.

11. DEFECT LIABILITY

(A) If within a period of 5 (five) years from taking possession or 15 days from the date of obtaining the Completion Certificate from the concerned authority whichever is earlier, the Purchaser/s brings to the notice of the Promoters any structural defect in the said Premises or the building in which the said Premises is situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defect/s shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be only entitled to receive from the Promoters reasonable compensation for such defect in the manner as provided under the Act.

Provided that, (i) the Purchaser/s shall maintain the said Premises in good conditions and repairs, (ii) shall not break open any walls/floorings or chisel or damage the same or carry on extensive interior works or enclosure works, (iii) shall not carry out any

alterations/modifications/additions of the whatsoever nature in the said Premises or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations/modifications/ additions in any of the fittings, pipes, water supply connections, sewage lines or any erection or alteration or modifications in the kitchen, bathrooms and toilets, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoters, the defect liability automatically shall become void.

(B) The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoters and shall not mean defect/s caused by normal wear and tear, negligent use of said Premises by the Occupants, vagaries of nature, any damage caused due to mishandling, misuse or due to any modifications or furniture work carried out by the Purchaser/s either themselves or through their agents or nominees or occupants etc.

(C) Defect/s in fittings and fixtures are not included therein and the Purchaser/s shall have to directly approach the manufacturers for such warranty and guarantee of such fittings and fixtures.

12. USE OF THE SAID PREMISES

(A) The Purchaser/s shall use the said Premises or any part thereof or permit the same to be used only for Residential or Commercial purpose as shown in the sanctioned plan.

(B) The Purchaser/s or Occupier/s of any tenement in the building shall not use the said Premises for the purposes of Massage Centre, Gambling House, Classes, Service Apartment, Hostel, Group Accommodation, Accommodation for any person/s, Rentals on Cot Basis, Lodging Boarding, or any illegal or immoral purpose.

(C) The Purchaser/s shall use the allotted or common parking space only for the purpose for keeping or parking the Purchaser/s own two or four wheeler light vehicle but not entitled to park inside the project or the said car parking any heavy vehicles such as trucks, bull dozers, buses, tractors etc. and further that the Purchaser/s shall not be entitled to park his/her/their any two or four wheeler vehicles in the common marginal spaces,

(D) Further the Purchaser/s or none of the occupants is/are entitled to have entry of any public vehicles without prior written consent from the Promoters till handing over the administration to the ultimate organization of tenement purchasers and thereafter from the managing committee of such ultimate organization.

(E) The Promoters shall not be responsible and/or liable for any nuisance and disturbance caused by any occupants, occupying any tenement in the project after the respective tenement has been handed over to such purchaser/s of the tenement by the Promoters.

13. FORMATION OF ORGANIZATION OF TENEMENTS HOLDERS IN THE BUILDING/S

(A) The Purchaser/s along with other purchaser/s of premises/tenements, etc. in each Building i.e. said Building Nos. "A", "B & C", "D", "E & F", "G & H", "I & J", and "K & L" and commercial building in the Amenity Space and commercial building in the land opposite to D P Road shall join in forming and registering a separate Cooperative Housing Society for each Building for the purposes of maintenance only to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute all the application for registration and / or membership and the other papers and documents necessary for the formation and registration of the Cooperative Housing Society including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within 7 (seven) days of the same being forwarded by the Promoters to the Purchaser/s, so as to enable the Promoters to register the Society, failing and / or neglecting to sign the necessary papers or not giving co-operation or assistance required by the Promoters, the Promoters shall not be liable for any delay in the formation of the Society, as the case may be and if the defaulter neglects or any of the Purchaser/s continues for a period of 2 (two) months, then the Promoters shall be relieved of their obligation to form the Society, which shall thereafter be formed only by all the tenement holders. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft byelaws of Society, unless it is required by the Registrar of Co-operative Society or any other Competent Authority, as the case may be.

(B) The Promoters shall form and register the separate Cooperative Housing Society for maintenance after the sale of atleast 51% (fifty one percent) of the tenements in each building namely building Nos. "A", "B & C", "D", "E & F", "G & H", "I & J", "K & L" and commercial building in amenity space and commercial building in the land opposite to D P Road.

14. CONVEYANCE IN FAVOUR OF THE ORGANIZATION OF TENEMENTS HOLDERS IN THE BUILDING/S

The Promoters have also disclosed to the Purchaser/s that they would form and register a Federation or Apex Society in the name as approved by Registrar of Cooperative Housing Society or such other name as the Promoters would decide in their sole discretion for all the buildings in Phase I, Phase II, Phase III, Phase IV and Phase V under the provisions of the Maharashtra Cooperative Societies Act, 1960 read with the rules for the same and that the apex society would be formed after the disposal of 51% of the tenement in the project comprising of Phase I, Phase II, Phase III, Phase IV and Phase V. The Promoters shall convey the said land less area under DP Road along with the building potential thereto and along with all the buildings in the said project and the common amenities and facilities to the said Federation or Apex society on or before 31st March 2030 and subject to (i) disposal of 2/3rd tenements in the said project and receipt of total consideration and all other dues from such tenement holders and (ii) acceptance of the draft Conveyance by all parties concerned by mutual consent. It is further agreed upon by the parties that the Purchaser/s and/or the said Federation or Apex society shall permit the Promoters and/or their nominees and agents to have access to the said Premises and/or the

said project and also to take photographs, videos, films etc. for the purposes of marketing or otherwise and also to show the same to public at large.

15. PAYMENT OF TAXES, CESSSES, MAINTENANCE, ETC.:

(A) Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said Premises, the Purchaser/s herein shall be liable to bear and pay all taxes, cesses in respect of the said Premises and non-agricultural assessment in respect of the said land to the respective authorities and/or to the Promoters or/and to the ad-hoc committee appointed by the Promoters or authorized committee of the Society which is to be formed by the Promoters herein as stated hereinbefore.

(B) Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said Premises, the Purchaser/s herein shall be liable to bear and pay the maintenance charges of Rs. ____/- (Rupees _____ only) plus service tax for a period upto ____ ____, to the Promoters and/or maintenance company appointed by the Promoters or/and to the ad-hoc committee appointed by the Promoters or authorized committee of the Society which is to be formed by the Promoters herein as stated hereinbefore.

(C) The maintenance charges shall be only towards the common areas and amenities and payment of bills for common water pumps/ lights etc. and general maintenance of gardens, open spaces etc. AMC for lifts and other equipments etc. and provision of security services.

(D) But it is specifically agreed between the parties hereto that, the Promoters are not responsible/liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold premises in the project.

(E) The Purchaser/s shall at the time of taking possession of the said Premises or within a period of 15 (fifteen) days from the intimation to take possession pay the maintenance charges as stated in clause 15(B) above in advance to the Promoters or the maintenance company. The Promoters and/or the maintenance company shall cause the maintenance as stated above for the said period utilizing the said amounts. No accounts thereof shall be furnished by the Promoters and/or the said maintenance company to the Purchaser/s or ultimate organization of the tenement purchasers.

(F) It is further specifically agreed that the Purchaser/s shall every month/year contribute and pay to the ultimate organization of the tenement purchasers and/or said maintenance company such sums as may be determined by the said maintenance company having regards to inflation.

(G) The Purchaser/s shall also be liable to pay any taxes such as service tax, VAT, GST etc., if applicable as regards to the said maintenance service to be provided.

(H) The Purchaser/s herein has/have been made expressly aware by the Promoters that till such time as water connection is made available by the concerned authorities and thereafter is procured and sufficient water becomes available for the said housing complex through such water connection or in case of insufficiency of water, the requirement of water for the said housing complex shall be met from other sources, including borewell and/or purchase of water from Water Tanker Agencies etc. and that a pro rata share of such purchase, treatment and distribution of such water shall be borne and paid by the Purchaser/s and if such contributions are not forthcoming, the Promoters or the society shall not be responsible for continuing to supply such water.

(I) It is specifically agreed between the parties hereto that, the Promoters are not responsible and/or liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold premises in the project.

16. SPECIAL COVENANTS

(A) The Promoters herein have specifically informed to the Purchaser/s and Purchaser/s herein is/are also well aware that, the Promoters herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building, outer colour scheme, terraces, windows and grills etc. and hence the Purchaser/s or any owner or occupier of the tenement/s in the building or project shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Purchaser/s herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoters herein have agreed to allot and sell the said premises to the Purchaser/s herein on ownership basis, subject to the terms and condition of this Agreement.

(B) The Promoters herein are providing advance technology amenities / material / plant and equipment in common area/facilities like lifts, electric rooms etc. for the tenement holders in the project. The said plants and equipments are to be operated and/or used by authorized persons with due care and diligence taking into consideration all safety guidelines and measures. It is specifically agreed between the parties hereto that, the Promoters shall not be responsible after handing over of premises to society or ultimate organization, the ultimate organization shall set its own norms for use of common advanced amenities. It is further agreed that the Promoters shall in no manner be responsible or liable for any misuse, injuries, casualties/ calamities or any damages of whatsoever nature caused to any person or property.

(C) The Purchaser/s shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi governmental agencies and pollution control board and which includes operation of the rain water harvesting, bio compost plant, STP etc. The Purchaser/s hereby gives his/her/their consent and no objection to the Promoters and/or the ultimate organization of tenement purchasers or the maintenance company to

operate and run facilities such as sewage treatment plant, rain water harvesting etc. as per the rules and regulations imposed by the concerned authorities.

(D) The Purchaser/s herein agrees and covenants that for safety reasons, he/she/they shall be allowed to visit and inspect the said premises during the course of construction with prior permission of the Promoters and on a pre appointed time and date only.

(E) The Purchaser/s shall not be entitled to carry out any modification or changes in the said premises during or after the construction of the said Premises without the prior written permission and consent of the Promoters. All modifications and changes shall only be carried out at the discretion of the Promoters.

(F) There is a possibility that there may be some drainage lines, water lines or other utility lines under the parking spaces which is/are allotted to the Purchaser/s in the manner as stated in this Agreement and the Purchaser/s after taking possession thereof shall permit the Promoters or the Society and/or their nominees or the maintenance company to access the same for repairs and maintenance and for the same the Purchaser/s shall temporary remove his/her/their vehicles from the parking area for carrying on maintenance works and repairs.

(G) The grant of completion/occupation certificate by the concerned authority, in respect of the said Premises shall be conclusive proof as to completion of construction of the said Premises.

(H) The Purchaser/s herein admits and agrees to always admit that the Promoters are always ready and willing on all payment payable by the Purchaser/s under this Agreement to the Promoters to hand over the possession of the said Premises on its completion.

(I) If at any time, after execution of this agreement, any additional tax/duty/charges/premium/cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said land or the said Premises or this agreement or the transaction herein, shall exclusively be paid/borne by the Purchaser/s. The Purchaser/s hereby, always indemnifies the Promoters from all such levies cost and consequences.

(J) The Purchaser/s is/are hereby prohibited from raising any objection in the matter of sale of premises, tenements and allotment of exclusive right to use parking spaces, garage, terrace/s, garden space/s, space/s for advertisement, installation or wireless communication towers or any others space/s whether constructed or not and called under whatsoever name etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Purchaser/s is/are by executing these presents has/have given

his/her/their irrevocable consent and for this reason a separate consent for the same is not required.

(K) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said land and building/s, wing/s or any part thereof except the said Premises. The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, Garden space etc. will remain the property of the Promoters until the said land and building is transferred to the ultimate organization of the tenement purchasers as hereinabove mentioned.

(L) Any delay tolerated or indulgence shown or omission on the part of the Promoters in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Purchaser/s by the Promoters shall not be construed as the waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.

(M) In the event of the any ultimate organization of tenement purchasers being formed and registered before the sale and disposal of all the tenements/units in the building/wing, all the power, authorities and rights of the Purchaser/s herein shall be always subject to the Promoters' over all right to dispose of unsold tenements and allotment of exclusive rights to use un-allotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement, installation of wireless communication towers etc. and all other rights thereto. The Purchaser/s or any other tenement holder in the building or ad-hoc committee or Association of Apartment or Society or the maintenance company as the case may be shall have no right to demand any amount from the Promoters herein in respect of the unsold tenements/premises towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

(N) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoters shall have all the rights under this agreement and other agreements in respect of the other premises shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the premises in the building is received by the Promoters.

(O) The Promoters herein have not undertaken any responsibility nor have they agreed anything with the Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, other than the terms and conditions expressly provided under this agreement.

(P) If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any tenement, has/have allotted by the Promoters to the purchaser/s of any tenement in the building, such respective buyer and Occupier of the such tenement shall use the same being open space or terrace etc. and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of tenement holders in the building commit breach of this condition, the Promoters herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective tenement buyers or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the Purchaser/s herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as a exclusive right to use the terrace, open space, parking space etc. along with the said premises, if any.

(Q) In case after the possession of the said premises is handed over to the Purchaser/s and the Purchasers let out or rent or lease or give on leave and license basis the said premises, then in such an event, the Purchaser/s shall inform in writing to the Promoters or the ultimate organization the details of such tenant or licensee or care takers.

(R) The Purchaser/s shall abide and observe by the General Rules as stated in Annexure "10" annexed hereto as regards the use and occupation of the said Premises.

(S) On notification being issued by the Government to that regards, the Promoters shall obtain forthwith the insurances in respect of the (i) title of the said land and building and (ii) construction of the project and shall pay the necessary premiums and charges thereto.

17. PROMOTER'S EXCLUSIVE RIGHT TO DEAL WITH THE RESTRICTED AREAS AND FACILITIES:

It is hereby agreed that the Promoters herein have the exclusive right of allotment of exclusive right to use and occupy different parking spaces, adjoining terraces, top terraces or open spaces or right to develop garden in adjoining open space/s, space for advertisement on terrace or in the building/wing, to one or more person/s of their choice. It is hereby agreed that the areas mentioned in the Second Schedule written hereunder under head Common Facilities only shall be the common facilities and the Promoters shall be entitled to declare all other areas as restricted or reserved areas and facilities alienate and dispose off other areas and facilities in such manner as the Promoters thinks fit.

18. REPRESENTATIONS AND WARRANTIES BY THE PROMOTERS

(A) The Promoters have a clear and marketable title with respect to the said land on which the said Project is being developed, as declared in the title certificate annexed to this Agreement and have the requisite rights to carry out development upon the said land and also have actual, physical and legal possession of the said land for the implementation of the said land.

(B) The Promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the said project and shall obtain requisite approvals from time to time to complete the development of the said project.

(C) There are no encumbrances except the said land has been mortgaged in favour of ICICI Bank Limited for loan/facilities availed by the promoters and as disclosed in the Title Report and/or in this Agreement.

(D) There are no litigations pending before any Court of Law with respect to the said land or project.

(E) All approvals, licenses and permits issued by the competent authorities with respect to the said project, or the said land and said buildings 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 said project, the said land and the said building/wing shall be obtained following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said project, said land and the said building/wing and common areas.

(F) The Promoters have a right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.

(G) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement with any person/s or party with respect to the said land, including the said project and the said Premises which will in any manner affect the rights of the Purchaser/s under this Agreement.

(H) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Purchaser/s in the manner contemplated in this Agreement.

(I) At the time of execution of the Conveyance of the said land and structure to the ultimate organization of tenement purchasers, the Promoters shall hand over lawful, vacant, peaceful and physical possession of the common areas of the structure to the ultimate organization of the tenement purchasers.

(J) The Promoters have 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 concerned authorities.

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

19. COVENANTS AS TO THE USE AND MAINTENANCE OF THE SAID PREMISES ETC.

The Purchaser/s himself/herself/themselves with intention to bring all persons into whosoever hands the said Premises may come, doth hereby covenant with the Promoters as follows for the said Premises and also for the building in which the said Premises is situated.

(A) To maintain the said Premises at the Purchaser/s own cost in good tenantable repair and condition from the date of possession of the said Premises is taken and shall not do or cause to be done anything or suffer to be done anything in or to the said Premises or the building in which the said Premises is situated, staircase or any passage which may be against the rules, regulations or bye laws of the concerned local or any other authority or change/alter or make addition in or to the said Premises and/or to the building in which the Premises is situated and in or to the said Premises itself or any part thereof without the consent of the local authorities, if required.

(B) Not to store in/outside the said Premises or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building/wing or storing of such goods is objected to by the concerned local authority, any other authority or under any law and shall not carry out or caused to carried out heavy packages upto upper floors, which may damage or likely to damage staircase, common passages, lift/elevator or any other structure of the building including entrances of the building in which the said Premises is situated and in case of any damage is caused to the building in which the said Premises is situated or the said Premises on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for all the consequences of the breach.

(C) To carry at his/her/their own cost/s all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s. Provided that for the defect liability period such repairs shall be carried out by the Purchaser/s with the written consent and under the supervision of the Promoters. And further the Purchaser/s shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

(D) Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the said Premises or any part thereof and not to make any addition or alteration in the elevation and outside colour scheme of the building in which the said Premises is situated and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC parts or other structural members in the said Premises without the prior written permission of the Promoters and/or the ultimate organization of the tenement purchasers.

(E) Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said land and the building/s or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

(F) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said land and the building in which the said Premises is situated.

(G) Not to install any satellite TVC Dish or TV Antenna, broad band antenna or any similar device on the balconies or terrace attached to the said Premises or the top terrace. Prior written permission for installation of such devices shall have to be obtained from the Promoters or ultimate organization of tenement purchasers as the case may be and shall only be installed on the top terrace at predetermined places and all wirings cabling shall be done only through designated ducts.

(H) Pay to the Promoters within 15 (fifteen) days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned authority or Government for giving water, electricity or any other service connection to the building in which the said Premises is situated.

(I) To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion certificate in respect of the said Premises and also any additional increased taxes, insurances etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of change of user of the said Premises by the Purchaser/s for any purposes other than for the purposes as shown in the sanctioned plan.

(J) The Purchaser/s shall not let, sub-let, transfer assign or part with Purchaser/s interest or benefit factor of/under this agreement or part with the possession of the said Premises until all the dues payable by the Purchaser/s to the Promoters under the agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser/s has/have intimated in writing to the Promoters and obtained written consent thereof.

(K) The Purchaser/s shall observe and perform all the rules and regulations which the ultimate organization of tenement purchaser may adopt at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said land and building and the tenement therein and for observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the government and of the Government or other public bodies. The Purchaser/s shall observe and perform all the stipulations and conditions laid down by ultimate organization of tenement purchasers regarding the occupation and use of the Premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this agreement.

(L) Till the conveyance of the said land and building in which the said Premises is situated is executed in favour of the ultimate organization of tenement purchasers, the Purchaser/s shall permit the Promoters and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said premises and the said land and building/s or any part thereof to view and examine the state and conditions thereof.

20. NAME OF THE PROJECT AND BUILDING/S

(A) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoters herein have decided to have the name of the Project / Scheme **“Empire Square”** and further erect or affix Promoters name board at suitable places as decided by the Promoters herein on any building/s and at the entrances of the scheme or on the terrace /roof or on water tank of any building/s.

(B) The Purchaser/s or other tenement holders in the building or proposed ultimate organization of tenement purchasers or its successors are not entitled to change the aforesaid project / scheme name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

21. MEASUREMENT OF THE AREA OF THE SAID PREMISES

(A) It is specifically agreed between the parties hereto that, in this agreement carpet area of the said premises and adjacent/top terrace are stated.

(B) “Carpet Area” shall mean the net usable floor area of the said Premises, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Premises for the exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Premises for the exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Premises. Explanation – For the purpose of the definition of carpet area (i) “exclusive balcony or verandah area” means the area of the balcony or verandah, as the case may be which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s, (ii) “exclusive open terrace area” means the area of the open terrace which is appurtenant to the net usable area of the

said Premises, meant for the exclusive use of the Purchaser/s and (iii) "walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or shear wall(s) or wall made from bricks or blocks or precast material or drywalls or walls made of any material or composition of one or more of any of the materials an shall include column(s) within or adjoining or attached to the wall.

(C) At the time of taking the possession the Purchaser/s at his/her/their own discretion get measured the area of the said Premises in light of aforesaid principal and if any difference more than 5% in the area is found then the consideration of the said Premises shall be adjusted accordingly and either Promoters or Purchaser/s as the case may be refund or pay the differential amount.

(D) After taking the possession of the said Premises by the Purchaser/s it shall be presumed the Purchaser/s has/have no grievance under whatsoever head including as regards to carpet area, height, length and width etc. of the said Premises.

22. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoters execute this Agreement, they shall not mortgage or create a charge on the said Premises 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 Purchaser/s who has/have taken or agreed to take the said Premises.

23. CAR PARKINGS

(A) It is hereby agreed that though the car parking and scooter parking area covered or open shall be owned by all the tenement owners or their ultimate organization, it is the necessity and requirement of the tenement purchasers that various parking spaces be got distributed/allotted amongst them to have orderly and disciplined use and to avoid confusions, dispute and differences amongst them. With this view, the Promoters on the request of the Purchaser/s herein will keep and maintain a register/record of such designations/selections of parkings to be done by the Purchaser/s amongst themselves which selections are to be confirmed by the all the tenement purchasers in the project or their ultimate organization that may be formed.

(B) The Purchaser/s has/have not taken any consideration for such selection and allotment of parking spaces. It is specifically agreed by the Purchaser/s herein that the above work is being done by the Promoters ex-gratia on the request of the Purchaser/s and that if for any reason it be held that such selection/designation of parking/s by the purchasers of the tenements themselves is not proper then the purchasers of the tenements in the project (including the Purchaser/s herein) shall be entitled to use the entire parking area in common with the other tenement purchasers.

(C) All the tenement purchasers in the project (who have till this date booked tenements in the said scheme) have amongst themselves, for sake of orderly use and avoidance of any disputes in future by their own violation, selected car parkings, scooter parkings amongst themselves on first come first serve basis and have agreed amongst themselves to get the said allotments confirmed from the ultimate organization of the tenement purchasers which may be formed and the same shall form a part of the ultimate conveyance in favour of the said ultimate organization.

(D) The tenement purchasers amongst themselves agree that the selection shall be final, irrevocable and binding amongst all of them and the said right shall be perpetual and run along with their respective tenements and shall be heritable and transferable along with their respective tenements and shall not be separated.

(E) The Purchaser/s agree that in case of disputes amongst the tenement purchasers regarding the selection of the parking spaces, the same shall be referred to the Sole Arbitration of Mr. Gurmukh Jangaldas Sukhwani i.e. one of the partner of the Promoters being nominated by the parties hereto, whose decision shall be final and binding on all the tenement purchasers in the project.

24. BROCHURE/ADVERTISING MATERIAL

It is specifically understood that the brochure/s published as an advertisement material, sales plans and brochures contain various features such as furniture layout in a tenement, vegetation and plantation shown around the building, scheme, color scheme, vehicles etc. to increase the aesthetic value only and are not facts and are not agreed to be provided. These features/amenities are not agreed to be developed or provided by the Promoters. The concept tenement made by the Promoters may contain many civil and furniture upgrades to increase the aesthetic value only and are not facts and are not agreed to be provided by the Promoters and the same are not standard amenities which are agreed to be provided.

25. TAX DEDUCTED AT SOURCE

(A) If any deduction of an amount is made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under the Income Tax Act, 1961 or any other prevailing law while making any payment to the Promoters under this Agreement shall be acknowledged / credited by the Promoters, only upon Purchaser/s submitting Original Tax Deducted at Source Certificate and the amount mentioned in the Certificate is matching with Income Tax Department site to that effect.

(B) Provided further, that at the time of handing over the possession of the said Premises, if such Certificate of TDS is not produced to the Promoters, the Purchaser/s shall deposit equivalent amount as interest free deposit with the Promoters and which deposit shall be refunded by the Promoters on the Purchaser/s producing/furnishing such Certificate within 4 (four) months of the possession of the said Premises being handed over. Provided further that in

case the Purchaser/s fail/s to produce such TDS Certificate within the stipulated period of 4 (four) months, the Promoters shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

26. PAYMENT OF STAMP DUTY REGISTRATION FEE ETC.

The Purchaser/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements, deed of apartment or any final conveyance deed which is to be executed by the Promoters in favour of the Purchaser/s. The parties herein shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoters in the name of the ultimate organization of tenement purchasers.

27. BINDING EFFECT

Forwarding this Agreement to the Purchaser/s by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser/s, until, firstly, the Purchaser/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 Purchaser/s and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the Promoters. If the Purchaser/s fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appears before the Sub Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever and subject to deductions as mentioned in the booking form.

28. 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 any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regards to the said Premises.

29. RIGHT TO AMEND

This Agreement shall only be amended or modified through written consent of the parties and by executing necessary supplementary deeds and documents thereto.

30. PROVISIONS HERETO APPLICABLE TO SUBSEQUENT ALLOTTEES

It is clearly understood and also agreed by the parties hereto that all the provisions contained in this Agreement and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Allottees of the said Premises in case of a transfer, as the said obligation go along with the said Premises for all intents and purposes.

31. 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 any other applicable law, such provision in this 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.

32. CALCULATION OF PROPORTIONATE SHARE

Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other purchasers in the project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the tenements in the project.

33. FURTHER ASSURANCES

The parties hereto 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 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.

34. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoters at the Promoters office at Pune. After the Agreement is duly executed by the parties, the said Agreement shall be registered with the office of the Sub Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

35. REGISTRATION

The Purchaser/s shall present this Agreement as well as any other deeds, documents etc. which are to be executed by the parties hereto in pursuance of this presents, at the proper registration office for registration within the time limit prescribed under the Registration Act and Promoters after receiving written intimation will attend such office and admit execution thereof.

36. SERVICE OF NOTICE

(A) All notices to be served on the Promoters or the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Promoters or the Purchaser/s as the case may be by under Registered Post A.D and notified by E-mail at his/her/their address/es specified in the title clause of this Agreement or at the address intimated in writing by the Purchaser/s after execution of this Agreement.

(B) In case of change of any address, telephone number, email address if any, such party shall inform the same to the other party forthwith and if the same has not been communicated, the communications and letters posted at the original address shall be deemed to have been received by the Promoters or the Purchaser/s as the case may be.

(C) In case of joint purchasers all communications shall be sent by the Promoters to the purchaser 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 purchasers.

37. DISPUTE RESOLUTION

Any dispute between the parties shall be settled amicably. In case of failure to settle the disputes amicably, the same shall be referred to authorities as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under.

38. EFFECT OF LAWS

(A) 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.

(B) This Agreement shall always be subject to the provisions of The Real Estate (Regulation and Development) Act, 2016, The Maharashtra Ownership Flats (Regulation of the promotion, of The Construction, Sale, Management and Transfer) Act, 1963 and The Maharashtra Apartment Ownership Flats Act, 1970, and the rules made there under.

(C) The Courts in Pune shall have jurisdiction to try and entertain any matter arising out of this Agreement.

SCHEDULE - I

(Description of the said land)

All that pieces and parcels of land being (A) area admeasuring 00 Hector 41.79 Ares i.e. 4179 sq. mtrs. out of Survey No. 222A admeasuring area about 03 Hector 73 Ares, assessment Rs. 07.29, and Survey No. 222B admeasuring area 01 Hector 04 Ares (it should be as per calculation 01 Hector 08 Ares) i.e. 10400 sq. mtrs., assessment Rs. 01.46, total area admeasuring 01 Hector 45.79 Ares i.e. 14579 sq. mtrs. out of total area admeasuring 04 Hector 77 Ares corresponding area admeasuring 01 Hector 45.7746 i.e. 14577.46 sq. mtrs. out of City Survey No. 4746 admeasuring 47700 sq. mtrs. (B) area admeasuring 01 Hector 20.8750 Ares i.e. 12087.50 sq. mtrs. out of Survey No. 223 admeasuring area about 01 Hector 43 Ares, assessment Rs. 02.50 corresponding area admeasuring 12087.50 sq. mtrs. out of City Survey No. 4751 admeasuring 14300 sq. mtrs. and (C) area admeasuring 01 Hector 01.02 Ares i.e. 10102 sq. mtrs. out of survey No. 224A/1 admeasuring Rs. 03.50, Survey No. 224A/2 admeasuring Rs. 02.12 and 00 Hector 00.79 Ares out of Survey No. 224B admeasuring area about 00 Hector 82 Ares i.e. 8200 sq. mtrs. corresponding area admeasuring 20381 sq. mtrs. out of area admeasuring 20490.45 sq. mtrs. out of City Survey No. 4752 admeasuring 35494.09 sq. mtrs., situated at Village Chinchwad, within the Registration District Pune, Taluka Haveli, Dist Pune within the limits of Pimpri Chinchwad Municipal Corporation Pimpri and which as per 7/12 extract area under transaction total area admeasuring 04 Hector 70.4596 (it should be 04 Hector 74.4596 Ares) Ares and as per City Survey Record area under transaction area admeasuring 47045.96 sq. mtrs. (it should be 47445.96 sq. mtrs.) which is sub-divided at site into two parts as under:-

A) Area admeasuring 45085.19 sq. mtrs. (it should be 45485.19 sq. mtrs.) which is bounded as follows:-

- On or towards East : By Nala
- On or towards South : By boundary wall of the property belonging to H. Fillunger Company being Survey No. 227.
- On or towards West : By 45 mtrs. Wide D. P. Road out of Survey No. 222, 223 and 224.
- On or towards North : By boundary wall of the property belonging to Autocluster Project being Survey No. 213.

B) Area admeasuring 1960.77 sq. mtrs. Which is bounded as follows:-

- On or towards East : By 45 mtrs. wide road out of Survey No. 224
- On or towards South : By 45 mtrs. wide road out of Survey No. 227
- On or towards West : By Survey No. 225.
- On or towards North : By 12 mtrs. Wide road out of Survey No. 224.

The aforesaid area includes the western portion 12 mtrs. Wide D. P. Road.

SECOND SCHEDULE

(Details of the Common Facilities and Restricted Areas and Facilities)

(A) COMMON FACILITIES:-

1. RCC Frame work structure of the buildings.
2. Common wall of brick/block masonry.
3. Drainage and water line work.
4. Electric meters and water meter/s connected to common lights, water connections, pump set etc.
5. Light point outside the building and the staircase/s as well as those in the common parking space.
6. One overhead water tank for each building/wing with water pump connected to underground water tank.
7. Lift/Elevator with lift room, lift well and elevator equipments located adjoining the overhead water tank for the building.
8. Garden AND open space if specifically marked.
9. Swimming Pool, Club House and Gymnasium.
10. Shri Ganesh Temple.
11. Amphitheater with lawn.

(B) RESTRICTED AREAS AND FACILITIES:-

1. Terraces adjacent if any to the flats shall be restricted and shall be for exclusive use of such respective flat holders.
2. The open space adjacent to the ground floor/stilt floor flats upto the fencing or boundary mark for the respective building, are restricted areas and the Promoter herein shall have exclusive right to allot the same to the tenement holder in the building.
3. The parking spaces as shown in the plans shall be restricted and the Promoters herein shall have exclusive right to allot the same to the tenement holder in the building in the manner as stated in this Agreement .
4. Top terrace of the building/s shall be restricted and the Promoter herein shall have exclusive right to allot the same to the tenement holder in the building.
5. All areas etc. which are not covered under aforesaid head Common Area And Facilities are restricted areas and facilities which include, the marginal open spaces, terraces, car-parkings within the said land and in the building/s which is/are under construction on the said land is reserved and Promoter shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of flat, terrace/s, parking space etc. Or to Convert the Restricted Area into Common Area or vice-versa.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and the year first herein above written.

SIGNED, SEALED AND DELIVERED]
by the within named Promoters]
M/s. Empire Properties]
through the hands of two of its partners]
(1) Mr. Gurmukh Jangaldas Sukhwani]
(2) Mr. Rakesh Satyanarayan Agarwal]
in the presence of]

SIGNED, SEALED AND DELIVERED]
by the within named Purchaser/s]
... ..]
... ..]
... ..]
... .. in the]
presence of]

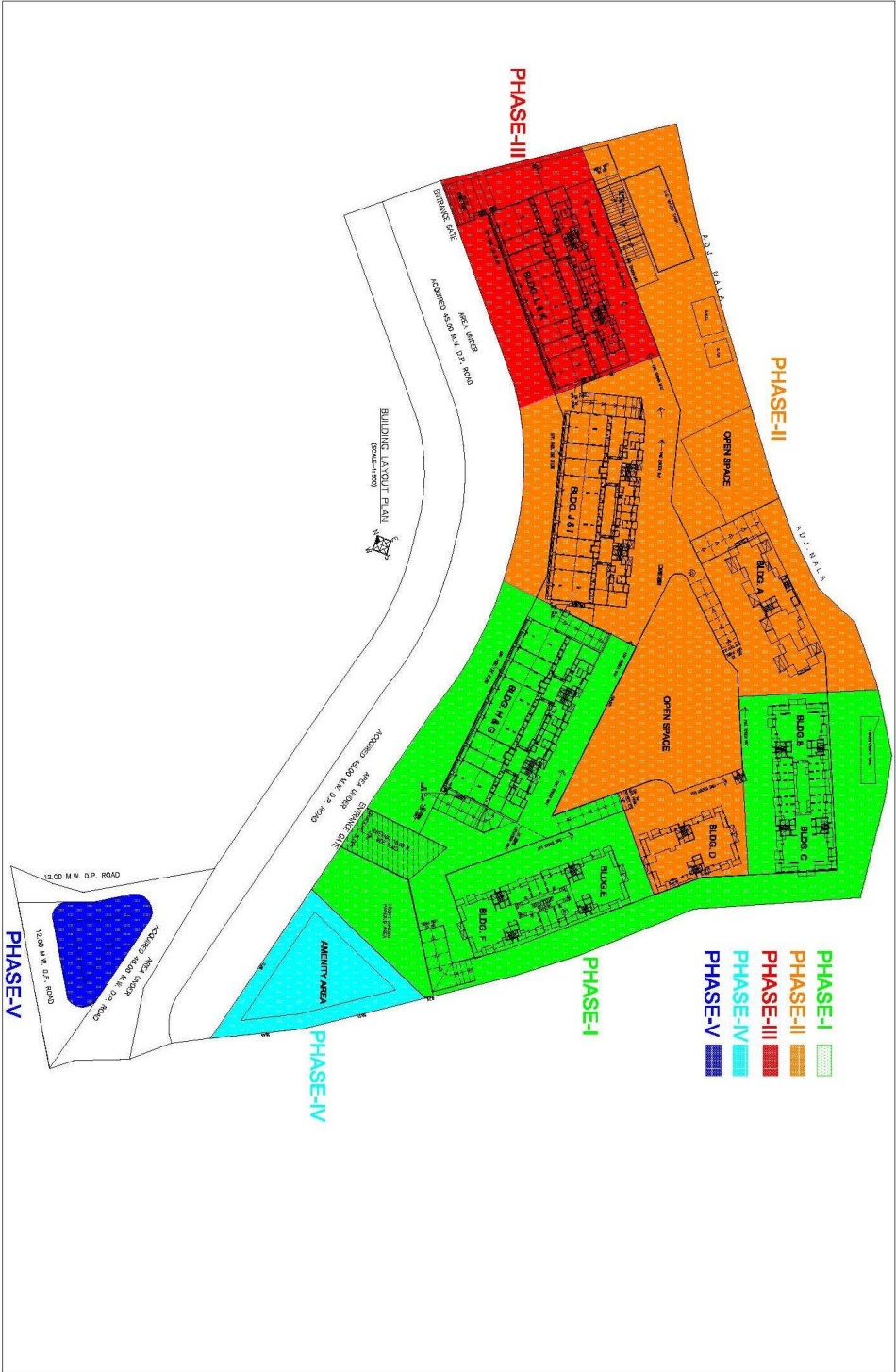
SIGNED, SEALED AND DELIVERED]
by the within named Consenting Party]
through the hands of their Constituted]
Attorney]
(1) Mr. Gurmukh Jangaldas Sukhwani]
(2) Mr. Rakesh Satyanarayan Agarwal]
in the presence of]

WITNESSES

(1) Sign:
Name:
Address:

(2) Sign:
Name:
Address:

Annexure “1”
Copy of Plan of the said land



Annexure “2A”
Copy of Note on Title

1. Flow of Title

(a) Survey No. 222 area admeasuring 11 Acre 35 Gunthas assessment 08 Rupees 12 Anna, Survey No. 223 area admeasuring 03 Acre 21 Gunthas assessment 02 Rupees 08 Anna, Survey No. 224A area admeasuring 06 Acre 33 Gunthas assessment 05 Rupees 10 Anna and Survey No. 224B area admeasuring 02 Acre 01 Gunthas assessment 20 Rupees 04 Anna, village Chinchwad along with other 26 properties were inherited by Shri. Pandhrinath Rangnath Gupchup who expired on 25/04/1929 leaving behind him his three sons namely (i) Shri. Heramb, (ii) Shri. Narayan and (iii) Shri. Shankar as his legal heirs. Pursuant thereto the names of the said legal heirs were mutated in the revenue records by deleting the name of the deceased. The same is reflected vide mutation entry no. 635 and which is certified on 25/09/1929.

(b) The said Shri. Shankar Pandharinath Gupchup had preferred an application for the partition of his share of 05 Anna 04 Pai in respect of the various properties including Survey Nos. 222, 223, 224A and 224B and in pursuance thereto of the share of 01 Anna 04 Pai given to Shri. Shankar Pandharinath Gupchup, 01 Anna 04 Pai given to Shri. Ganesh Shankar Gupchup, 01 Anna 04 Pai given to Shri. Ramchandra Shankar Gupchup and 01 Anna 04 Pai given to Shri. Chintaman Shankar Gupchup and accordingly their names alongwith the aforesaid share was recorded in revenue record for the aforesaid properties. The same is reflected vide mutation entry no. 1679 and certified on 16/04/1957.

(c) As per the compromise decree passed in Special Civil Suit No. 34/1953 the share of Shri. Heramb Pandharinath Gupchup in the properties stated in the mutation entry includes the Survey No. 222, 223, 224A and 224B village Chinchwad, sub-divided between he himself his two sons and heirs of one deceased son and accordingly 01 Anna 04 Pai share shown in the name of Shri. Heramb Pandharinath Gupchup, 01 Anna 04 Pai share shown in the name of Shri. Hari Heramb Gupchup, 01 Anna 04 Pai share shown in the name of Shri. Jagannath Heramb Gupchup and 01 Anna 04 Pai share shown in the name of Shri. Bhaichandra Krishnarao Gupchup, Shri. Arun Krishnarao Gupchup, Smt. Malatibai Alias Rukhminibai Krishnarao Gupchup, jointly being heirs of Shri. Krishnarao Heramb Gupchup and accordingly the revenue record is implemented. The same is reflected vide mutation entry no. 1786 and which is certified on 28/03/1958.

(d) By a Sale Deed dated 08/08/1959, which is duly registered in the office of Sub-Registrar Haveli No. 2 at serial No. 882/1959, one Shri. Dnyanoba Maruti Kale had purchased 05 Anna 04 Pai share out of Survey No. 222 area admeasuring 11 Acre 35 Gunthas Survey No. 223 area admeasuring 03 Acre 21 Gunthas, Survey No. 224A area admeasuring 06 Acre 33 Gunthas and Survey No. 224B area admeasuring 02 Acre 01 Gunthas of village Chinchwad from Shri. Narayan Pandharinath Gupchup, Mrs. Dwarkabai W/o Narayan Gupchup, Shri. Shantaram Narayan Gupchup, Shri. Moreshwar Narayan Gupchup, Shri. Gajanan Narayan Gupchup, Kumari. Shushila alias Babi D/o Narayan Gupchup, Kumari. Prabhavati alias Suman D/o Narayan Gupchup and

Mrs. Pratibha Shantram Gupchup and pursuant thereto the name of the said purchaser was mutated in the revenue records by deleting the name of the sellers. The same is reflected vide mutation entry no. 1896 and which is certified on 20/1/1960.

(e) By a Sale Deed dated 17/8/1959, which is duly registered in the office of Sub-Registrar Haveli No. 2 at serial No. 921/1959, one Shri. Dnyanoba Maruti Kate had purchased 01 Aana 04 Pai share out of Survey No. 222 area admeasuring 11 Acre 35 Gunthas, Survey No. 223 area admeasuring 03 Acre 21 Gunthas, Survey No. 224A area admeasuring 06 Acre 33 Gunthas and Survey No. 224B area admeasuring 02 Acre 01 Gunthas of village Chinchwad from Shri. Jagannath Heramb Gupchup, Mrs. Vijayabai W/o Jagannath Gupchup, Shri. Sanjay Jagannath Gupchup and Kumari. Sunanda D/o Jagannath Gupchup and pursuant thereto the name of the said purchaser was mutated in the revenue records by deleting the name of the sellers. The same is reflected vide mutation entry no. 1897 and which is certified on 20/1/1960.

(f) By a Sale Deed dated 27/7/1959, which is duly registered in the office of Sub-Registrar Haveli No. 2 at serial No. 823/1959, one Shri Dnyanoba Maruti Kate had purchased 01 Anna 04 Pai share out of Survey No. 222 area admeasuring 11 Acre 35 Gunthas, Survey No. 223 area admeasuring 03 Acre 21 Gunthas, Survey No. 224A area admeasuring 06 Acre 33 Gunthas, Survey No. 224B area admeasuring 02 Acre 01 Gunthas and Survey No. 224B area admeasuring 02 Acre 01 Gunthas of village Chinchwad from Shri. Heramb Pandharinath Gupchup and pursuant thereto the name of the purchaser was mutated in the revenue records by deleting the name of the seller. The same is reflected vide mutation entry no. 1894 and which is certified on 20/01/1960.

(g) By a Sale Deed dated 09/06/1960, which is duly registered in the office of Sub-Registrar Haveli No. 2 at serial No. 694/1960, one Shri. Dnyanoba Maruti Kate had purchased 01 Aana 04 Pai share out of Survey No. 222 area admeasuring 11 Acre 35 Gunthas, Survey No. 223 area admeasuring 03 Acre 21 Gunthas, Survey No. 224A area admeasuring 06 Acre 33 Gunthas and Survey No. 224B area admeasuring 02 Acre 01 Gunthas of village Chinchwad from Shri. Bhalchandra Krishnaji Gupchup, Shri. Arun Krishnaji Gupchup and Smt. Malatibai W/o Krishnaji Gupchup and pursuant thereto the name of the said purchaser was mutated in the revenue records by deleting the name of the seller. The same is reflected vide mutation entry no. 1934 and which is certified in the year 1960.

(h) By a Sale Deed dated 18/10/1960, which is duly registered in the office of Sub-Registrar Haveli No. 2 at serial No. 1258/1960, one Shri. Dnyanoba Maruti Kate had purchased 01 Aana 04 Pai share out of Survey No. 222 area admeasuring 11 Acre 35 Gunthas, Survey No. 223 area admeasuring 03 Acre 21 Gunthas, Survey No. 224A Area admeasuring 06 Acre 33 Gunthas and Survey No. 224B area admeasuring 02 Acre 01 Gunthas of village Chinchwad from Shri. Hari Heramb Gupchup, his family members wife Gogubai, sons Shri. Nandu, Shri. Dattatray and Shri. Purushottam, daughter in law Kamal, and unmarried daughters Vijaya, Suman, Tarabai and Rajani and married daughter Mrs. Kusum Narayan Dharmadhikari and pursuant thereto the

name of the said purchaser was mutated in the revenue records by deleting the name of the seller. The same is reflected vide mutation entry no. 1943 and which is certified on 29/12/1960.

(i) By a Sale Deed dated 17/04/1963, which is duly registered in the office of Sub-Registrar Haveli No. 2 at serial No. 650/1963, one Shri. Dnyanoba Maruti Kate had purchased 05 Aana 04 Pai share out of Survey No. 222 area admeasuring 11 Acre 35 Gunthas, Survey No. 223 area admeasuring 03 Acre 21 Gunthas, Survey No. 224A area admeasuring 06 Acre 33 Gunthas and Survey No. 224B area admeasuring 02 Acre 01 Gunthas of village Chinchwad from Shri. Shankar Pandharinath Gupchup for 01 Aana 04 Pai share, Shri. Ganesh Shankar Gupchup for 01 Aana 04 Pai share, Shri. Ramchandra Shankar Gupchup for 01 Aana 04 Pai share and Shri. Chintamani Shankar Gupchup for 01 Aana 04 Pai share and pursuant thereto the name of the said purchaser was mutated in the revenue records by deleting the name of the sellers. The same is reflected vide mutation entry no. 2179 and which is certified on 01/07/1963.

(j) From the above referred six Sale Deed that Shri. Dnyanoba Maruti Kate had purchased all that, Survey No. 222 admeasuring 11 Acres 35 Gunthas, Survey No. 223 area admeasuring 03 Acre 21 Gunthas, Survey No. 224A area admeasuring 06 Acre 33 Gunthas and Survey No. 224B area admeasuring 02 Acre 01 Gunthas of village Chinchwad alongwith other three properties and accordingly his name was shown as the owner and possessor for the same in revenue records.

(k) Mutation Entry No. 3399 of Village Chinchwad and certified on 25/04/1970 that, for Village Chinchwad, The Maharashtra Weights and Measurement Act 1958 and Indian Coinage Act 1955 implemented as per Aakarband and Hissa Form No. 12 issued by District Inspector Land Record (Dashman). In pursuance of the aforesaid Mutation Entry the area of the Survey No. 222 admeasuring area 11 Acres 35 Gunthas assessment 08 Rupees 12 Aanas is converted as Survey No. 222 admeasuring area 04 Hectar 81 Ares assessment Rs. 08.75, Survey No. 223 admeasuring area 03 Acres 21 Gunthas assessment 02 Rupees 08 Aanas is converted as Survey No. 223 admeasuring area 01 Hectar 43 Ares assessment Rs. 02.50, Survey No. 224A admeasuring area 06 Acres 33 Gunthas assessment 05 Rupees 10 Aanas is converted as Survey No. 224A admeasuring area 02 Hectar 74 Ares assessment Rs. 05.62 and Survey No. 224B admeasuring area 02 Acres 01 Gunthas assessment 20 Rupees 04 Aanas is converted as Survey No. 224B admeasuring area 00 Hectar 82 Ares assessment Rs. 20.25 and shown accordingly in Revenue Record for village Chinchwad.

(l) The said Shri. Dnyanoba Maruti Kate had made an application for mutation of partition of 19 properties of their joint family, partitioned between Shri. Maruti Shripati Kate, Shri. Namdeo Maruti Kate, Shri. Kondiba Maruti Kate, Shri. Nivrutti Maruti Kate, Shri. Dnyanoba Maruti Kate and Smt. Parvatibai w/o Sayaji Maruti Kate and which properties included Survey Nos. 222, 223, 224A and 224B of Village Chinchwad. Pursuant thereto property bearing Survey No. 224B admeasuring 02 Acres 01 Gunthas assessment 20 Rupees 04 Aana i.e. 00 Hectar 82 Ares assessment Rs. 20.25 Village Chinchwad alongwith other four properties came to the share

of Shri. Dnyanoba Maruti Kate, Area admeasuring 04 Acres 12 Gunthas assessment 03 rupees 08 Aana out of Survey No. 224A area admeasuring 06 Acres 33 Gunthas assessment 05 Rupees 10 Anna i.e. 02 Hectors 74 Ares assessment 05.62 Village Chinchwad alongwith other three properties came to the share of Shri. Kondiba Maruti Kate and accordingly for his share Survey No. 224A/1 admeasuring 04 Acres 12 Gunthas assessment 03 Rupees 08 Aana i.e. 01 Hector 72 Ares assessment Rs. 03.50 shown in the name of Shri. Kondiba Maruti Kate by opening separate 7/12 extract. Area admeasuring 02 Acres 21 Gunthas assessment 02 Rupees 02 Aana out of Survey No. 224A area admeasuring 06 Acres 33 Gunthas assessment 05 Rupees 10 Aana i.e. 02 Hectors 74 Ares assessment Rs. 05.62 Village Chinchwad alongwith other four properties came to the share of Shri. Maruti Shripati Kate and accordingly for his share Survey No. 224A/2 admeasuring 02 Acres 21 Gunthas assessment 02 Rupees 02 Aana i.e. 01 Hector 02 Ares assessment Rs. 02.12 shown in the name of Shri. Maruti Shripati Kate by opening separate 7/12 extract. Area admeasuring 09 Acres 11 Gunthas assessment 07 Rupees 04 Aana 06 Pai out of Survey No. 222 area admeasuring 11 Acres 35 Gunthas assessment 08 Rupees 12 Aana i.e. 04 Hectors 81 Ares assessment Rs. 08.75 village Chinchwad came to the share of Shri. Namdeo Maruti Kate and accordingly for his share Survey No. 222/A admeasuring 09 Acres 11 Gunthas assessment 07 Rupees 04 Aana 06 Pai i.e. 03 Hector 73 Ares assessment Rs. 07.29 shown in the name of Shri. Namdeo Maruti Kate by opening separate 7/12 extract. Area admeasuring 02 Acres 24 Gunthas assessment 01 Rupees 07 Aana 06 Pai out of Survey No. 222 area admeasuring 11 Acres 35 Gunthas assessment 08 Rupees 12 Aana i.e. 04 Hectors 81 Ares assessment Rs. 08.75 Village Chinchwad came to the share of Shri. Maruti Shripati Kate and accordingly for his share survey No. 222/B admeasuring 02 Acres 24 Gunthas assessment 01 Rupees 07 Aana 06 Pai i.e. 01 Hector 04 Ares assessment Rs. 01.46 shown in the name of Shri. Maruti Shripati Kate by opening separate 7/12 extract. Survey No. 223 area admeasuring 03 Acres 21 Gunthas assessment Rs. 02.50 Village Chinchwad came to the share of Shri. Maruti Shripati Kate and accordingly shown in his name. The same is reflected vide mutation entry no. 3565 and which is certified on 24/05/1970.

(m) The effect of City Survey as implemented for Village Chinchwad in the year 1979 and in pursuance of that, City Survey No. 4746 admeasuring 47700 sq. mtrs. is allotted for Survey No. 222A admeasuring 03 Hector 73 Ares and Survey No. 222B admeasuring 01 Hector 04 Ares total admeasuring 04 Hector 77 Ares village Chinchwad. City Survey No. 4751 admeasuring 14300 sq. mtrs. is allotted for Survey No. 223 admeasuring 01 Hector 43 Ares village Chinchwad, City Survey No. 4752 admeasuring 35494.09 sq. mtrs. and City Survey No. 4752/1 to 4752/15 total admeasuring 306 sq. mtrs. is allotted for Survey No. 224A/1 admeasuring 01 Hector 72 Ares and Survey No. 224/A 2 admeasuring 01 Hector 01 Hector 02 Ares and Survey No. 224B admeasuring 00 Hector 82 Ares total admeasuring 03 Hector 56 Ares. The city Survey No. 4746 shown in the name of Shri. Namdeo Maruti Kate and Shri. Maruti Shriptati Kate. The City Survey No. 4751 shown in the name of Shri. Maruti Shripati Kate. The City Survey No. 4752 shown in the name of Shri. Maruti Shripati Kate, Shri. Kondiba Maruti Kate and Shri. Dnyanoba Maruti Kate. The City Survey No. 4752/1 to 4752/3 shown in the name of Shri. Kondiba Maruti Kate. The City Survey No. 4752/4 to 4752/15 shown in the name of Shri. Dnyanoba Maruti Kate.

(n) As per acquisition award dated 10/03/1995 in case No. LAQ/SU-2/46 passed by Special Land Acquisition Officer, Special Unit No. II, Pimpri shows that, area admeasuring 8158.25 sq. mtrs. out of City Survey No. 4752, area admeasuring 7606.40 sq. mtrs. out of City Survey No. 4746 and area admeasuring 1758.30 sq. mtrs. out of City Survey No. 4751 Village Chinchwad is acquired for 12 mtrs. and 45 mtrs. wide road, but effect of this award is not implemented in City Survey Record.

(o) As per acquisition award dated 06/02/1995 in case no. LAQ/SU-2/64 passed by Special Land Acquisition Officer, Special Unit No. 1 Pimpri shows that, area admeasuring 8882.20 sq. mtrs. out of City Survey NO. 4746, area admeasuring 426.60 sq. mtrs. out of City Survey No. 4751 and area admeasuring 6951.30 sq. mtrs. out of City Survey No. 4752 Village Chinchwad is acquired swimming pool and cycle vellodrum, effect of this is implement in City Survey Record vide mutation entry certified on 04/11/2003.

(p) The owners of the said property by executing five separate Development Agreements as stated in para No. 2 hereunder written in preamble of each development agreement each executants of the same had declared and assured to M/s. Empire Properties that, in the said property, the heirs of Shri. Sayaji Maruti Kate are having 6537.50 sq. mtrs. undivided area, the heirs of Shri. Kondiba Maruti Kate are having 16618.50 sq. mtrs. undivided area, the heirs of Shri. Dnyanoba Maruti Kate are having 6637.50 sq. mtrs. undivided area, Shri. Nivrutti Maruti Kate and his family members are having 6537.50 sq. mtrs. undivided area and heirs of Shri. Namdeo Maruti Kate and his family members are having 10714.96 sq. mtrs. undivided area.

(q) The owners of the said property by executing five Development Agreements as stated in para no. 2 hereunder written in preamble of each development agreement each executants of the same had declared and assured to M/s. Empire Properties that, Shri. Maruti Shripati Kate expired on 13/07/1977 leaving behind wife Rahibai, four sons Shri. Kondiba, Shri. Dnyanoba, Shri. Namdeo and Shri. Nivrutti, married daughter Gaubai alias Laxmibai Bhausahab Tapkir and heirs of deceased son Shri. Sayaji Maruti Kate who expired on 03/12/1970, leaving behind wife Parvatibai, three sons Shri. Kashinath, Shri. Umakant and Shri. Suresh and seven married daughters Mrs. Kalindi Laxman Dangat, Mrs. Sunanda Dhananjay Choudhari, Mrs. Shakuntala Dnyaneshwar Kashid, Mrs. Ratan Vitthal Athkar, Mrs. Usha Sopan Lande, Smt. Kusum Vasant Gaikwad and Mrs. Yamuna Vasant Bajare out of the aforesaid heirs Parvatibai expired on 04/02/1979 leaving behind three sons and seven daughters as her legal heirs, out of the aforesaid married daughters Mrs. Yamuna Vasant Bajare expired on 29/07/1996 leaving behind one son Shri. Vijay Vasant Bajare and married daughter Mrs. Smita Prakash Dhumke and that the husband of deceased Yamuna Vasant Bajare had expired prior to her death. Out of the aforesaid heirs of Late Shri. Maruti Shripati Kate, his wife Rahibai Maruti Kate expired on 08/02/1983 leaving behind aforesaid four sons, one married daughter and heirs of one deceased son Shri. Sayaji as her legal heirs. Out of the heirs of Late Shri. Kondiba Maruti Kate, his son Shri. Keshav Kondiba Kate expired on 25/03/2002 leaving behind wife Jaishree, son Shri. Sanjay and

four married daughters Mrs. Rajani Pravin Tupe, Mrs. Manjushri Baban Bhosale, Mrs. Sunita Ajay Gavane and Mrs. Anita Chandrakant Gundal. Out of the heirs of Late Maruti Shripati Kate, his son Shri. Dnyanoba Maruti Kate expired on 19/04/2003 leaving behind wife Jijabai, five sons Shri. Jaiwant, Shri. Chimanrao, Shri. Rambhau, Shri. Chandrakant and Shri. Vijay and four married daughters Mrs. Nisha Vasant Said, Mrs. Aasha Arjun Bangar, Mrs. Meena Ashok Dumbare, Mrs. Pramila Anant Harpude. The aforesaid four daughters had released their right, title interests in favour of their five brothers by release deed dated 06/06/2003 which is duly registered in the office of Sub-Registrar Haveli No. 14 at Serial No. 3573 on the same day, but considering in aforesaid release deed City Survey Numbers were not stated and hence the aforesaid four daughters had executed another Release Deed dated 20/09/2007 which is duly registered in the office of Sub-Registrar Haveli No. 19 at serial no. 7455/2007. It appears that the aforesaid facts are duly recorded in revenue record vide mutation entry nos. 12932, 12933, 12934 and 12937 and all of them certified on 05/06/2007. One heir of Shri. Maruti Shripati Kate, Smt. Gaubai alias Laxmibai Bhausahab Tapkir being married daughter of the deceased by executing Release Deed dated 17/05/2007 which is duly registered in the office of Sub-Registrar Haveli No. 17 at serial no. 4580/2007, had released her right, title interests in the said property in favour of Shri. Nivrutti Maruti Kate, Shri. Namdeo Maruti Kate, Shri. Kashinath Sayaji Kate, Shri. Umakant Sayaji Kate, Shri. Suresh Sayaji Kate, Shri. Yeshwant Kondiba Kate, Shri. Sanjay Keshavrao Kate, Shri. Chimanrao Dnyanoba Kate, Shri. Jaiwant Dnyanoba Kate, Shri. Rambhau Dnyanoba Kate, Shri. Chandrakant Dnyanoba Kate and Shri. Vijay Dnyanoba Kate and in pursuance of that, mutation entry no. 12936 was certified on 05/06/2007 by deleting the name of the releaser in revenue records.

(r) The said Shri. Nivrutti Maruti Kate expired intestate on 9/3/2008 leaving behind his legal heirs namely his two sons Shri. Laxman and Shri. Gulab and six married daughters Mrs. Shantabai Shivaji Tupe, Mrs. Sulabai alias Sulochana Sitaram Vade, Mrs. Sangeeta Maruti Potale, Mrs. Manjushree Kashinath Zangle, Mrs. Ranjana Bhagwan Borhade, Mrs. Anjana Balkrishna Lokhande and widow Smt. Manubai Nivrutti Kate and pursuance thereof the names of the said legal heirs were mutated in the revenue records by mutation entry no. 13314.

(s) The said Shri. Chimanrao Dnyanoba Kate expired intestate on 2/8/2009 leaving behind his legal heirs namely his four sons Shri. Vivek, Shri. Ajay, Shri. Ashish and Shri. Chetan and his widow Smt. Vimal Chimanrao Kate and pursuance thereof the names of the said legal heirs were mutated in the revenue records by mutation entry no. 13605.

(t) The said Shri. Namdev Maruti Kate expired intestate on 11/8/2011 leaving behind his legal heirs namely his three sons Shri. Prakash, Shri. Subhash and Shri. Arun and two married daughters Mrs. Vimal Vitthal Medankar and Mrs. Kamal Vilas Pate. It appears that the names of the said legal heirs are yet to be mutated in the revenue records by deleting the name of Shri. Namdev Maruti Kate.

2. Urban Land (Ceiling and Regulation) Act, 1976

(a) The said Shri. Nivrutti Maruti Kate had filed statement u/s 6(1) of the U.L.C. Act and which is numbered U.L.C. Case No. S. R. 407-K and the Deputy Collector and Competent Authority No. III, Pune Urban Agglomeration Pune by passing order dated 31/01/1991 u/s 8(4) has declared that, the said land alongwith adjacent lands under various non buildable reservations and hence declared, the declarant is not holding any surplus vacant land.

(b) The said Shri Nivrutti Maruti Kale had filed statement u/s 6(1) of the U.L.C. Act and which is numbered U.L.C. Case No. S. R. 411-K and the Deputy Collector and Competent Authority No. III, Pune Urban Agglomeration Pune by passing order dated 31/01/1991 u/s 8(4) has declared that, the said land alongwith adjacent lands under various non buildable reservations and hence declared, the declarant is not holding any surplus vacant land.

(c) The said Shri Dnyanoba Maruti Kate had filed statement u/s 6(1) of the U.L.C. Act and which is numbered U.L.C. Case No. S. R. 412-K and the Deputy Collector and Competent Authority No. III, Pune Urban Agglomeration Pune by passing order dated 31/01/1991 u/s 8(4) has declared that, the said land alongwith adjacent lands under various non buildable reservations and hence declared, the declarant is not holding any surplus vacant land.

(d) The said Smt. Parvatibai Sayaji Kate had filed statement u/s 6(1) of the U.L.C. Act and which is numbered U.L.C. Case No. S. R. 414-K and the Deputy Collector and Competent Authority No. III, Pune Urban Agglomeration Pune by passing order dated 31/01/1991 u/s 8(4) has declared that, the said land alongwith adjacent lands under various non buildable reservations and hence declared, the declarant is not holding any surplus vacant land.

(e) The said Shri Kondiba Maruti Kate had filed statement u/s 6(1) of the U.L.C. Act and which is numbered U.L.C. Case No. S. R. 408-K and the Deputy Collector and Competent Authority No. III, Pune Urban Agglomeration Pune by passing order dated 31/01/1991 u/s 8(4) Corrigendum there to dated 23/05/1991 has declared that, the said land alongwith adjacent lands under various non buildable reservations and hence declared, the said land was not vacant land and deleted from holding of the declarant and has declared from holding of the declarant and has declared admeasuring 816 sq. mtrs. out of Survey No. 75/A/A/3A and area admeasuring 149.87 sq. mtrs. out of Survey No. 76 village Dapodi, total area admeasuring 966.53 sq. mtrs. has declared as surplus vacant land of the declarants.

(f) The said Shri Maruti Shripati Kate had filed statement u/s 6(1) of the U.L.C. Act and which is numbered U.L.C. Case No. S. R. 413-K and the Deputy Collector and Competent Authority No. III, Pune Urban Agglomeration Pune by passing order dated 31/01/1991 u/s 8(4) Corrigendum there to dated 23/05/1991 has declared that, the said land alongwith adjacent lands under various non buildable reservations and hence declared, the said land was not vacant land and deleted from holding of the declarant and has declared area admeasuring 119 sq. mtrs. out of Survey No.76 (part), area admeasuring 660.27 sq. mtrs. out of Survey No. 75A/3A, area

admeasuring 575 sq. mtrs. out of Survey No. admeasuring 1102 sq. mtrs. being Plot No. 3 & 4 out of Survey No. 921/3 Village Charoli, total area admeasuring 2456.27 sq. mtrs. is declared as surplus vacant land of the declarant.

(g) As per the revised sanction development plan, sanction and commence on 18/09/1995, the said land, become buildable being shown in commercial zone and due to that, statement u/s 6(1) read with Sec. 15 of the U.L.C. Act, one of the co-owners of the said land, Shri. Sanjay Keshvrao Kate and others had filed statement and which is numbered as ULC Case No. 2765-K and which is finally heard and decided by Deputy Collector and Competent Authority No. II, Pune Urban Agglomeration Pune by passing order dated 25/10/2007 u/s 8(4) has declared that, the said land declarants are holding the said land within their allowable ceiling limits and not holding any surplus vacant land.

3. Development Rights in favour of M/s. Empire Properties

(a) By an Agreement dated 24/09/2007 duly registered in the office of Sub Registrar Haveli No. 5, at serial no. 7948/2007, the said Shri Kashinath Sayaji Kate, for self and as a Karta of H.U.F. Mrs. Baidabai Kashinath Kate, Shri Avinash Kashinath Kate, for self and as Karta of H.U.F. and as father, legal and natural guardian of minor son Master Raj, and minor daughter Miss. Jui, Mrs. Revati Avinash Kate, Shri Pradeep Kashinath Kate, for self and as Karta of his H.U.F. and as father, legal and natural guardian of minor daughter Miss. Sai, Mrs. Vaishali Pradeep Kate, Mrs. Sangeeta Chandrashekhar More, Shri. Umakant Sayaji Kate, for self and as Karta of his H.U.F. Mrs. Sushila Umakant Kate, Shri. Viraj Umakant Kate, for self and as a Karta of his H.U.F. and as father, legal and natural guardian of minor daughter Miss. Saloni, Mrs. Savita Viraj Kate, Shri Nilesh Umakant Kate, for self and as a Karta of his H.U.F. and as father, legal and natural guardian of minor son Master Prayas, and minor daughter Miss. Shreya , Mrs. Harshada Nilesh Kate, Mrs. Supriya Machindra Dhavale, Shri Suresh Sayaji Kate, for self and as a Karta of his H.U.F. and as father, legal and natural guardian of minor daughter Miss. Samruddhi , Mrs. Usha Suresh Kate, Shri. Amit Suresh Kate, Mrs. Arati Amit Kate, Shri Sumit Suresh Kate, Kumari Gauri Suresh Kate, Mrs. Kalindi Laxman Dangat, Mrs. Sunanda Dhanajay Choudhari, Mrs. Shakuntala Dnyaneshwar Kashid, Mrs. Rattan Vitthal Athkar, Mrs. Usha Sopan Lande, Smt. Kusum Vasant Gaikwad and Vijay Vasant Bajare and Mrs. Smita Prakash Dhumake, have agreed to sell and have entrusted development right of an area admeasuring 6537.50 sq. mtrs. out of said property to M/s. Empire Properties on the terms and conditions and for the consideration as stated therein. In pursuance of the aforesaid Agreement the aforesaid owners by executing Irrevocable General Power of Attorney dated 24/09/2007, appointed Mr. Gurumukh Jangaldas Sukhwani and Mr. Rakesh Satyanarayan Agarwal who are the partners of M/s. Empire Properties, authorizing to act separately from each others as their Constituted Attorney to do all acts and things to complete the aforesaid transactions in all acts respects and which is also duly registered in the office of Sub Registrar Haveli No. 5, at serial no. 7949/2007.

(b) By an Agreement dated 24/09/2007 which is duly registered in the office of Sub Registrar Haveli No. 5, at serial no. 7954/2007, the said Shri Yashwant Kondiaba Kate, for self and as a Karta of H.U.F. Mrs. Tarabai Yashwant Kate, Shri Pravin Yashwant Kate, for self and as a Karta of his H.U.F., and as father, legal and natural guardian of minor son Miss Shamil and minor son Sidhant, Mrs. Kiran Pravin Kate, Shri Rajesh Yashwant Kate for self and as a Karta of his H.U.F. and as father, legal and natural guardian of minor son Master Aayush, Mrs. Deepali Rajesh Kate, Mrs. Vidya Babu Bankhele, Smt. Jayashree Keshav Kate, Shri Sanjay Keshav Kate, for self and as a Karta of his H.U.F. and as a father, legal and natural guardian of minor daughter Miss. Raksha, minor son Digvijay, Mrs. Rupali Sanjay Kate, Mrs. Rajani Pravin Tupe, Mrs. Manjushree Baban Bhosale, Mrs. Sunita Ajay Gavane and Mrs. Anita Chandrakant Gundal, Mrs. Kaushalya Namdeo Kad, Mrs. Baidabai alias Jaishri Rambhau Minde, Mrs. Leela alias Swati Ramesh Lomate and Mrs. Sushila Shantaram Garade, have agreed to sell and have entrusted development rights of area admeasuring 16615.50 sq. mtrs. out of said land to M/s. Empire Properties, on the terms and conditions and for the consideration as stated therein. In pursuance of the aforesaid agreement the aforesaid owners by executing Irrevocable General Power of Attorney dated 24/09/2007, appointed Mr. Gurumukh Jangaldas Sukhwani and Mr. Rakesh Satyanarayan Agarwal who are the partners of M/s. Empire Properties, authorizing to act separately from each others as their Constitutes Attorney to do all acts and things to complete the aforesaid transactions in all acts respects and which is also duly registered in the office of Sub Registrar Haveli No. 5, at serial no. 7955/2007.

(c) By an Agreement dated 24/09/2007 which is duly registered in the office of Sub-Registrar Haveli No. 5, at serial no. 7959/2007, the said Shri Namdeo Maruti Kate, for self and as a Karta of H.U.F., Shri Prakash namdeo Kate, for self and as a Karta of his H.U.F. Mrs. Usha Prakash Kate, Shri Pritam Prakash Kate, for self and as a Karta of his H.U.F. and as father, legal and natural guardian of his minor son Vedant, Mrs. Yogini Pritam Kate, Mrs. Dipali Mahesh Kamathe, Shri Subhash Namdeo Kate, for self and as Karta of his father of his H.U.F., Mrs. Ujjvala Subhash Kate, Shri Arun Namdeo Kate, for self and as Karta for of his H.U.F. and as father, legal natural guardian of minor daughter Miss. Pranita, and minor son Pranav, Mrs. Meena Arun Kate, Mrs. Vimal Vitthal Mandankar and Mrs. Kamal Vilas Pate, have agreed to sell and entrusted development rights of area admeasuring 10714.96 sq. mtrs. out of said land to M/s. Empire Properties, on the terms and conditions and for the consideration as stated therein. In pursuance of the aforesaid agreement the aforesaid owners by executing Irrevocable General Power of Attorney dated 24/09/2007, appointed Mr. Gurmukh Jangaldas Sukhwani and Mr. Rakesh Satyanarayan Agarwal who are the partners of M/s. Empire Properties, authorizing to act separately from each other as their Constituted Attorney to do all acts and things to complete the aforesaid transactions in all acts respects and which is also duly registered in the office of Sub Registrar Haveli No. 5, at serial no. 7960/2007.

(d) By an Agreement dated 24/09/2007 which is duly registered in the office of Sub Registrar Haveli No. 5, at serial no. 7951 on 26/09/2007, Shri Nivrutti Maruti Kate, for self and as a Karta of his H.U.F. Shri Laxman Nivrutti Kate, for self and as a Karta of his H.U.F., Mrs. Alka

Laxman Kate, Shri Sachin Laxman Kate, for self and as a Karta of his H.U.F. and as a father, legal natural guardian of minor son Master Nishant, Mrs. Meghana Sachin Kate, Sandeep Laxman Kate, Mrs. Surekha Nandkumar Murkute, Shri Gulab Nivrutti Kate, for self and as Karta of his H.U.F., Mrs. Suman Gulab Kate, Shri Rahul Gulab Kate, for self and as Karta of his H.U.F., Mrs. Sujata Rahul Kate, Shri Vishal Gulab Kate, Mrs. Vaishali Sanjay Shinde, Mrs. Shantabai Shivaji Tupe, Mrs. Sulochana Sitaram Vede, have agreed to sell and have entrusted development rights of area admeasuring 6537.50 sq. mtrs. out of said land to M/s. Empire Properties, on the terms and conditions and for the consideration as stated therein. In pursuance of the aforesaid agreement the aforesaid owners by executing Irrevocable General Power of Attorney dated 24/09/2007, appointed Mr. Gurumukh Jangaldas Sukhwani and Mr. Rakesh Satyanarayan Agarwal who are the partners of M/s. Empire Properties, authorizing to act separately from each others as their Constitutes Attorney to do all acts and things to complete the aforesaid transactions in all acts respects and which is also duly registered in the office of Sub Registrar Haveli No. 5, at serial no. 7952/2007.

(e) By a Supplementary Agreement dated 26/09/2007 which is duly registered in the office of Sub Registrar Haveli No. 5, at serial no. 8024/2007, the said Mrs. Manubai Nivrutti Kate, Mrs. Sangeeta Maruti Potale, Mrs. Manjushri Kashinath Zanjale, Mrs. Ranjana Baban Borade, Mrs. Anjana Balkrishna Lokhande being family member of Shri Nivrutti Maruti Kate, as a wife and married daughters have confirmed the aforesaid transaction and payment of consideration as stated in the aforesaid agreement dated 24/09/2007, which is duly registered in the office of Sub Registrar Haveli No. 5, at serial No. 7951/2007. In pursuance of the aforesaid agreement and supplementary agreement thereto aforesaid executants of the supplementary agreement, executing Irrevocable General Power of Attorney dated 26/09/2007, appointed Mrs. Gurumukh Jangaldas Sukhwani and Mr. Rakesh Satyanarayan Agarwal who are the partners of M/s. Empire Properties, authorizing to act separately from each other as their Constituted Attorney to do all acts and things to complete the aforesaid transactions in all respects and which is also duly registered in the office of Sub Registrar Haveli No. 5, at serial no. 8025/2007.

(f) By a Confirmation Deed dated 21/7/2012 which is duly registered in the office of Sub Registrar Haveli No. 17, at serial no. 7357/2012, executed by the legal heirs of Shri. Nivrutti Maruti Kate namely Shri. Laxman Nivrutti Kate, Shri. Sandip Laxman Kate, Shri. Sachin Laxman Kate, Shri. Gulab Nivrutti Kate, Shri. Rahul Gulab Kate, Smt. Manubai Nivrutti Kate, Mrs. Sangeeta Maruti Potale, Mrs. Manjushree Kashinath Zangle, Mrs. Ranjana Bhagwan Borhade and Smt. Anjana Balkrishna Lokhande in favour of Empire Properties, the said legal heirs have confirmed execution of the said Agreement 24/9/2007, Power of Attorney dated 24/9/2007, Supplementary Agreement dated 24/9/2007 and Power of Attorney dated 24/9/2007 and declared the same as valid and binding and confirmed the receipt of the consideration thereunder and undertook to withdraw the Regular Civil Suit No. 162/2009 filed before the Civil Judge Senior Division, Pimpri at Pune filed by Mrs. Sangeeta Maruit Potale, Mrs. Manjushree Zangle and Mrs. Ranjana Bhagwan Borhade and further declared and confirmed that Empire Properties are entitled to develop the said land mentioned therein.

(g) By an Agreement dated 24/09/2007 which is duly registered in the office of Sub-registrar Haveli No. 5, at serial no. 7962/2007, the said Smt. Jijabai Dnyanoba Kate, Shri Jaiwant Dnyanoba Kate, for self and as a Karta of his H.U.F. Mrs. Pushpa Jaiwant Kate, Shri Yogesh Jaiwant Kate, for self and as a Karta and as a father, legal natural guardian of minor daughter Apurva, minor son Master Soham, Mrs. Sayali Yogesh Kate, Shri Paresh Jaiwant Kate, for self and as a Karta of his H.U.F., Mrs. Mona Paresh Kate, Shri Shailesh Jaiwant Kate, for self and as a Karta of his H.U.F. and as father, legal and natural guardian of minor son Master Atharv, and son Master Darshan, Mrs. Veena Shailesh Kate, Shri Chimanrao Dnyanoba Kate, for self and as a Karta of his H.U.F., Mrs. Vimal Chimanrao Kate, Shri Vivek Chimanrao Kate, for self and as a Karta of his H.U.F. and as father, legal and natural guardian of minor daughter Miss Vaishnavi, Mrs. Vaishali Vivek Kate, Shri Ajay Chimanrao Kate, for self and as a Karta of his H.U.F. and as a father, legal and natural guardian of minor daughter Miss. Sakshi, and Miss Siddhik, Mrs. Rekha Ajay Kate, Shri Ashish Chimanrao Kate, for self and as a Karta of his H.U.F. and as a father, legal and natural guardian of minor son Master Shravan, and minor daughter Janvi, Mrs. Priti Ashish Kate, Shri Chetan Chimanrao Kate, Shri Rambhau alias Ramchandra Dnyanoba Kate, for self and as a Karta of his H.U.F., Mrs. Mandakini Rambhau Kate, Kumari Archana Rambahu Kate, Mrs. Manisha Sachin Jagtap, Mrs. Varsha Mauli Karale, Shri Chandrakant Dnyanoba Kate, Mrs. Swati Chandrakant Kate, Shri Anup Chandrakant Kate, Shri Shekhar Chandrakant Kate, Mrs. Prajakta Amol Bangar, Shri Vijay Dnyanoba Kate, for self and as a Karta of his H.U.F., and as father, legal and natural guardian of minor daughter Pallavi, Mrs. Savita Vijay Kate and Shri Abhijeet Vijay Kate, have agreed to sell and have entrusted development rights of area admeasuring 6637.50 sq. mtrs. out of said land to M/s. Empire Properties, on the terms and conditions and for the consideration as stated therein. In pursuance of the aforesaid agreement the aforesaid owners by executing Irrevocable General Power of Attorney dated 24/09/2007, appointed Mr. Gurmukh Jangaldas Sukhwani and Mr. Rakesh Satyanarayan Agarwal who are the partners of M/s. Empire Properties, authorizing to act separately from each other as their Constituted Attorney to do all acts and things to complete the aforesaid transactions in all respects and which is also duly registered in the office of Sub Registrar Haveli No. 5, at serial no. 7963/2007.

(h) The owners of the said property, who have executed the agreements and power of attorneys as stated in Para No. 3(a) to 3 (d) and 3(f) hereinabove written, as per the demand from M/s. Empire Properties for convenience to represent the said owners collectively in completion of this transaction, the said owners (excluding land owners who have executed supplementary agreement as stated in para 3(e) hereinabove written) jointly have executed another separate Irrevocable General Power of Attorney dated 24/9/2007, appointed Mr. Gurmukh Jangaldas Sukhwani and Mr. Rakesh Satyanarayan Agarwal who are the partners of M/s. Empire Properties, authorizing to act separately from each other as their Constituted Attorney to do all acts and things to complete the aforesaid transactions in all respects and which is also duly registered in the office of Sub Registrar Haveli No. 5, at serial no. 7964/2007 on same day.

Annexure “2B”
Copy of the Certificate of the Title

Annexure “3”

Copy of the 7/12 extract /Property Extract Card of the said land

Annexure “4A” and “4B”

Copy of the parking floor plan and floor plan

Annexure “5A”

Copy of the Latest Commencement Certificate

Annexure “5B”
Copy of the NA Order

Annexure “6”
Copy of the Environmental Clearance

Annexure “7”
Details of the said Premises

(A)	Shop / Flat No.		_____
(B)	(i)	Carpet area of the said Premises	_____ square metres
	(ii)	Carpet area of Enclosed Balcony (collective)	_____ square metres
		Total area [B(i) + B(ii)]	_____ square metres
(C)	Floor		_____
(D)	Building		_____
(E)	Usage		Residential /Commercial
(F)	Exclusive rights to use :		
	(i)	Adjacent Open Terrace (collective)	_____ square metres
	(ii)	Adjacent Open Balcony (collective)	_____ square metres
	(iii)	Covered Car Parking Space (Upper Floor /Lower Floor/ Stilt Floor)	_____ square metres bearing No/s. _____
	(iv)	Open Car Parking Space	_____ square metres bearing No/s. _____

In the project known as **“Empire Square”** being developed or developed on the said land described in the First Schedule herein written.

DECLARATION

The Purchaser/s declare/s that he/she/they has/have read the agreement/got translated the same and fully understood the contents of the Agreement and there after same have been executed by all the parties and Purchaser/s has/have received the stamped copy of this Agreement.

(PROMOTERS)

PURCHASER(S)

1. _____

2. _____

Annexure “8”

Details of the installment of the payment of the consideration
by the Purchaser/s to the Promoters

		Amount	Particulars
a)	10%	Rs. _____/-	Paid by the Purchaser/s to the Promoters prior to the execution of this Agreement.
b)	19%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters within 2 (two) days from the date of execution of this Agreement.
c)	01%	Rs. _____/-	Deducted as TDS by the Purchaser/s under the Income Tax Act and agreed to be deposited by the Purchaser/s with the concerned authority.
d)	15%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of plinth of the said building/wing in which the said premises is situated.
e)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 1 st slab above the plinth of the said building/wing in which the said Premises is situated.
f)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 5 th slab above the plinth of the said building/wing in which the said Premises is situated.
g)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 9 th slab above the plinth of the said building/wing in which the said Premises is situated.
h)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 13 th slab above the plinth of the said building/wing in which the said Premises is situated.
i)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of all slabs including podium and stilts of the building/wing in which the said Premises is situated.
j)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of walls, internal plaster, floorings of the said Premises.
k)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the

			Promoters on the completion of sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.
l)	10%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of external plumbing and external plaster, elevation, terraces with water proofing of the building/wing in which the said Premises is situated.
m)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby, plinth protection, paving of areas if specified and all other requirements as may be prescribed in this Agreement of the building/wing in which the said Premises is situated.
n)	05%	Rs. _____/-	And other balances/dues against and at the time of handing over of possession of the said Premises to the Purchaser/s on or after receipt of Completion Certificate, whichever is earlier.
		Rs. _____ /-	TOTAL

Annexure “9”

Amenities and Specifications

- **Flooring** Vitrified Flooring (900 X900 mm) with skirting. Designer ceramic flooring in toilets and antiglare ceramic flooring for terraces with ceramic skirting.
- **Walls Plaster and Paint** 4” to 6” RCC shear walls.
Textured Plaster externally and gypsum Plaster internally. Cement Paint externally. Oil Bond Distemper (OBD) internally.
- **Windows** Powder Coated Aluminum sliding windows with mosquito net. Marble Sill for all windows.
- **Doors** Decorative Main Door both side laminated, Flush Doors for all bedrooms both side laminated. Terrace Door: MS Powder Coated folding door.
- **Door frames** Laminated Plywood box frame. Toilets: Granite and ply composite frame.
- **Kitchen** Black Granite Platform with stainless steel sink. Water Purifier. Exhaust Fan.
- **Toilets** Concealed plumbing. Branded CP fittings. Branded make white colour sanitary ware. Exhaust Fan.
- **Dado** Toilets: upto Lintel level. Kitchen: upto Lintel level.
- **Electricals** Concealed Copper wiring. Modular Switches. MCB, DB and Earth Leakage Circuit Breaker (ELCB) for each flat. Electronic Fan Regulators for Fan Points
- **Provisions** AC point in all bedrooms.
TV and Telephone Points in living and each bedroom.
Washing Machine inlet/outlet plumbing provision with electrical point in dry balcony/balcony.
Electrical point for Geyser in toilets.
- **Facilities** Inverted Backup of 800 VA for each flat.
Video Door Phone for each flat.
2 Automatic Lifts and 1 Stretcher lift for each wing with Generator Back up.
Adequate arrangement for water supply.
Generator Back Up for common area and water pumps.
2 Staircases in each wing.
Rain Water Harvesting.
Attractive Entrance Lobby.
Fire Fighting System as per norms.

AMENITIES

- Shri Ganesh Temple
- Gymnasium
- Club House
- Jogging Track
- Landscaped Garden.
- Amphitheater with Lawn
- Swimming Pool for Adults and Kids.
- Children's Play area
- Library
- Wi-Fi-DTH enabled.

Note: -

1. The aforesaid specifications and amenities are general and will be provided in the said Premises as suitable in Premises. In case any particular amenity or item or brand or its colour is not easily available or has been discontinued or has reports of malfunction or the Promoters have any reservation as to its quality, then in such a case the Promoters shall have a sole right to put up another other amenity or item or brand or colour, which is similar to (in costs and usage) to the agreed one.
2. Any additional specification or work will be charged extra by the Promoters. No rebate will be given for cancellation or omission of any item or amenity.
3. The Promoters reserve the right to amend /add/delete the aforesaid specifications and amenities and also to change the elevation, color scheme, without notice to the Purchaser/s.

Annexure “10”

Copy of the General Rules

Vehicle Access

- No taxis, rickshaws or similar vehicles will be allowed in the premises. School bus and similar vehicles not allowed inside the premises exception to this is medical emergency vehicles which must be allowed without delays.
- No pick up and drop off vehicles like call center vehicles allowed in premises.
- ID tags for maids, vendors and regular society staff are compulsory which they must wear while on premises. They must make an entry and exit at security desk.
- Residents must cooperate with security agency's requests for identifying themselves.

External walls, attached terraces/balconies etc:

- No pots on the terrace/balcony/window walls for safety and aesthetic reasons. The mud-stains from these pots ruin the exterior paint.
- No pots, shoe-racks, decorative articles etc. in the common lobbies and common walls as they compromise the movement of human traffic during emergencies. All common areas must be kept free of personal belongings.
- No hanging of clothes on terrace/balcony/window railings and walls. We encourage you to buy portable clothes dryer/hanger, which can be kept in your terrace/balcony.
- Windows or wall mounted air condition units will not be allowed. Provisions for split A/C units are provided and such units must be mounted on designated spaces only after society approval in writing.
- Modification of exterior including terraces, balconies, walls and windows in any form is not allowed.
- Major electrical modifications like installing inverter for power backup will be allowed only after consultation and approval from our electrical consultant.
- Water heaters using gas will not be permitted due to safety reasons.
- No fixtures on external walls like wall hung pots, ceiling hung swings/pots etc
- Staircase, lobbies etc are common property of society. Hence fixtures, shoe-racks, pots etc will not be allowed in these areas. Such lobbies cannot be used as storage space for any articles including bicycles and sporting goods.
- Common Satellite dish to be installed.
- Owning and shades on the terraces are not allowed.

Clubhouse, swimming pool etc:

- No lifeguard will be provided hence the complete liability rests on the user of the swimming pool.
- Guest charges for using pool and clubhouse facilities may be applicable.
- Nominal charges for using clubhouse for personal parties and events will be applicable.
- No late night parties (up to 11:00 pm max). No loud music.

Renting / leasing / subletting

- Renting or subletting to students or persons for hostel/group living purpose. Such group livings have known to create problems in many societies in form of nuisance values and security compromise.

General Hygiene and Safety

- Attached terraces and balconies are designed with specific load calculations. Do not use them for storage purpose.
- Pets cannot be taken out into premises for defecation/urination purpose. It is your duty to clean after your pet.
- No smoking in common areas like clubhouse, staircase lobbies, foyer etc as second hand smoke is hazardous to health. No. consumption of alcohol or any like substances in the common areas. Remember children too use these common areas.
- Driving speed on internal roads not to exceed 25 km/hr. Please remember kids are at play in complex.
- Please follow all the driving signs in the society (parking, stop, speed, turns etc.)
- Encourage yourself to buy individual portable fire extinguisher type ABC (multipurpose) and keep it handy in your kitchen for your own safety.

Waste Management:

- Garbage collection timings are restricted from 7.00AM to 10.00 AM due to hygiene reasons.
- Please remember it is now mandatory to segregate Wet and Dry garbage.
- Encourage all residents to segregate recyclable items like paper, aluminum and metal cans, glass bottles/jars etc.

Internal Modifications:

- Internal changes are best carried out while your home is under constructions. You will be given sufficient time to request such changes. A separate guideline relating to internal changes is available with engineer-in-charge of the site. If you ever decide to do any changes in your home after it has been handed over to you it is very important that you use well qualified and skilled agency to do such modifications again keeping the guidelines in mind. A poorly executed job may lead to more problems for you, your neighbors and complex

Annexure “11”

Copy of the Power of Attorney of the person/s admitting the registration
on behalf of the Promoters

Annexure “12”

Copy of the Photo Identity of the Promoters and the Purchaser/s