#### **AGREEMENT**

THIS AGREEMENT	is made and execute	d at	on this	day of
Two Thou	usand and	•		

#### **BETWEEN**

M/s. Sukhwani Promoters and Builders, a duly registered partnership firm under the provisions of the Indian Partnership Act, 1932 having its principal place of business at: 208/2A, Station Road, Pimpri, Pune 411018, PAN No. ABRFS1253P, through the hands of one of its partners Mr. Basant Totaram Sukhwani, Age: 48 years, Occupation: Business, having address at: 208/2A, Station Road, Pimpri, Pune 411018; 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.

## WHEREAS

(A) The Promoters herein are the absolute owners of and/or otherwise well and sufficiently entitled to and seized and possessed of all that piece and parcel of land or ground bearing Gat No. 572+ 573 +574+ 578+579+580+581+ 582+583+584+ 585+

586+587+588+ 589+590+ 594+ 595+ 596+597+598+612 Plot No. 1 admeasuring 18800 square metres (originally being (i) Gat No. 572 adm. 2500 square metres, (ii) Gat No. 573 adm. 1200 square metres, (iii) Gat No. 574 adm. 1500 square metres, (iv) Gat No. 578 adm. 200 square metres, (v) Gat No. 579 adm. 800 square metres, (vi) Gat No. 580 adm. 200 square metres, (vii) Gat No. 581 adm. 300 square metres, (viii) Gat No. 582 adm. 1700 square metres, (ix) Gat No. 583 adm. 800 square metres, (x) Gat No. 584 adm. 500 square metres, (xi) Gat No. 585 adm. 400 square metres, (xii) Gat No. 586 adm. 1400 square metres, (xiii) Gat No. 587 adm. 800 square metres, (xiv) Gat No. 588 adm. 800 square metres, (xv) Gat No. 589 adm. 200 square metres, (xvi) Gat No. 590 adm. 300 square metres, (xvii) Gat No. 594 adm. 400 square metres, (xviii) Gat No. 595 adm. 900 square metres, (xix) Gat No. 596 adm. 500 square metres, (xx) Gat No. 597 adm. 500 square metres, (xxi) Gat No. 598 adm. 1400 square metres and (xxii) Gat No. 612 adm. 1500 square metres) situate at Village Wagholi, Taluka Haveli, District Pune and within the Gram Panchayat Wagholi, Taluka Panchayat Samiti 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)** The Title 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.
- **(C)** In the aforesaid circumstances the Promoters 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.
- (D) The Promoters herein have appointed M/s. Sandeep Hardikar and Associates, Pune as its Architect and M/s. G. A. Bhilare Consultants Pvt. Ltd., Pune as its Structural Engineer 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 Engineers before the completion of the building/s.
- **(E)** 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 Collectorate, Pune in consultation with Town Planning Authority, Pune has sanctioned the building plans in respect of the proposed buildings to be constructed on the said land vide its order PMA/NA/SR/668/11 dated 27/8/2012 and PMH/NA/SR/597/2013 dated 21/10/2014 has permitted the non agricultural use of the said land.
- (ii) The Pune Metropolitant Regional Development Authority (PMRDA) vide Completion Certificate bearing No. BHA/mouje Wagholi/SNo. 572and others/3573 dated 2/3/2016 has granted the Completion Certificate in respect of Building Nos. "D", "E", "F", "G" and "H".
- (F) 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 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 buildings, 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.
- (G) The Promoters herein have disclosed that a portion of the land to the tune of 2820 square metres is Amenity Space and the same has to be handed over and conveyed to PMRDA /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 Amenity Space would be finally conveyed to the Apex Body/Federation as stated herein under.
- (H) The Promoters herein have cause 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" and Club House and Building Nos. "D" to "J" comprising of Parking plus 8 (eight) upper floors and Building Nos. "A" to "C" comprising of Parking plus 1 (one) upper floor. The Promoters thereto have commenced construction of 7 (seven) residential buildings thereon being Building Nos. "D", "E", "F", "G", "H", "I" and "J"and the project to be known as "Sukhwani Palms". The Promoters have competed the construction of Building Nos. "D", "E", "F", "G", "H" and have obtained the Completion Certificate

dated 2/3/2016 from PMRDA. The construction of Building Nos. "I" and "J" is on going as on date.

- (I) 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 No. 1 comprising of construction of Building Nos. "D", "E", "F", "G" and "H" and each building having parking plus 8 (eight) upper floors and Building No. "D" having \_ \_ \_ \_ residential tenements, Building No. "E" having \_ \_ \_ \_ residential tenements, Building No. "F" having \_ \_ \_ \_ residential tenements and Building No. "H" having \_ \_ \_ \_ residential tenements being developed on the portion of land as shown in the plan annexed hereto and the said buildings are completed and Completion Certificate thereto as stated has been obtained
  - (2) Phase 2 comprising of construction of Building Nos. "I" and "J" and each building having parking plus 8 (eight) upper floors and Building "I" having \_ \_ \_ \_ residential tenements and Building No. "J" having \_ \_ \_ \_ residential tenements being developed on the portion of land as shown in the plan annexed hereto.
  - (3) Phase 3 comprising of construction of Building Nos. "A", "B" and "C" and Club House and that the said Building Nos. "A", "B" and "C" may have double parking plus approx. ten upper floors in future on revised sanction of the building plans and on handing over of the Amenity Space and to be developed in future on the portion of land as shown in the plan annexed hereto.
- (J) The Promoters shall within the prescribed time get itself registered for Phase No. 2 of the project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority.
- (K) 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 Building Nos. "A", "B", "C", "D", "E", "F", "G", "H", "I" and "J" for the purposes of maintenance of each building in Phase No. 1, Phase No. 2 and Phase No. 3 and that each society would be formed after the disposal of 51% of the tenements in such building. The Promoters shall form a Federation/Apex Society of the said societies registered separately for each building in Phase No. 1, Phase No. 2 and

- (L) The Promoters have further disclosed that the tenement purchasers in Phase No. 1, Phase No. 2 and Phase No. 3 shall be entitled to use all the common amenities and facilities which are to be provided by the Promoters in the Project "Sukhwani Palms". For the purposes of this Agreement, the said Project shall mean all buildings and common amenities and facilities to be development in Phase No. 1, Phase No. 2 and Phase No. 3 on the said land less area under Amenity Space.
- (M) 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 save and except Complaint bearing No. RCC No. 3229/2014 filed by MPCB against the Promoters for purported violation of the Environment (Protection) Act, 1986 and which pending for final adjudication.
- (N) The Promoters have disclosed that a portion admeasuring 2820 square metres out of the said land is Amenity Space and that the same would have to be handed over to the concerned authorities in due course of time and that the Promoters shall be entitled to the compensation or FSI in lieu thereof to be loaded in and upon Building Nos. "A", "B" and "C" in Phase No. 3 or the Amenity Space would be developed if permitted by the local authorities as a separate phase.
- (O) 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.
- (P) 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.

- (Q) 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 – "3". 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 NA Order dated 21/10/2014 is annexed hereto as Annexure -"5" being sanction to the buildings plans. The copy of the Completion Certificate dated 2/3/2016 issued by PMRDA 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".
- (R) 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 and the tenements therein.
- (S) 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.

- (T) 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 "4", (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.
- (U) 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 an shall include column(s) within or adjoining or attached to the wall.
- (V) The Promoters herein have agreed to provide amenities in the said Premises, which are more particularly described in the Annexure "9" annexed hereto.
- (W) 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.
- (X) 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.
- (Y) 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.

- (Z) 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 statue.
- (AA) 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 the register the same under the provisions of the Registration Act, 1908.
- (BB) 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 PMRDA /concerned authorities has sanctioned the building plans of the building under Phase No. 2 which is under construction on the said land. The Promoters herein shall continue and complete the construction of the Building Nos. "I" and "J" on the portion of the said land 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 tentative plans and location of buildings in Phase No. 3 to be developed in future including Amenity Space, 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 <b>Flat No.</b>
admeasuring carpet area about square metres and Enclosed
Balconies admeasuring square metres together making a total area of
square metres situate on () Floor in Building No. " " in
Phase No. 1 in the project to be collectively known as "Sukhwani Palms" and along
with an exclusive right to use (i) adjacent Open Terrace admeasuring square
metres, (ii) adjacent Open Balcony admeasuring square metres, (iii)
Covered Car Parking Space No admeasuring square metres 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
consideration of <b>Rs.</b>
only) including the price for the proportionate share in the said
only) including the price for the proportionate share in the said land subject to the encumbrances of restricted areas and facilities and also includes
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
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
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
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
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
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
and 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
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

- **(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 charges 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 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 of service contract and 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 within 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. Sukhwani Promoters and Builders".
- (D) The Promoters may allow, in its sole discretion, a rebate for early payments of equal 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 led 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 PMRDA 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 PMRDA 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.
- The Promoters have disclosed that the FSI available as on date and FSI (C) pertaining to Amenity Space to be loaded, if permitted and/or TDR/Paid FSI/any other buildable potential to be loaded on the said land is to the tune of \_ \_ \_ \_ square metres thus making the total buildable potential of the said land as \_ \_ \_ \_ \_ square metres comprising of the said Project. The Promoters have disclosed that out of the total buildable potential (i) Building No. "A" shall have a FSI to the tune of \_ \_ \_ \_\_ square metres, (ii) Building No. "B" shall have a FSI to the tune of \_ \_ \_ \_ square metres, (iii) Building No. "C" shall have a FSI to the tune of \_ \_ \_ \_ square metres, (iv) Building No. "D" shall have a FSI to the tune of \_ \_ \_ \_ square metres, (v) Building No. "E" shall have a FSI to the tune of \_ \_ \_ \_ square metres, (vi) Building No. "F" shall have a FSI to the tune of \_ \_ \_ \_ square metres, (vii) Building No. "G" shall have a FSI to the tune of \_ \_ \_ \_ square metres, (viii) Building No. "H" shall have a FSI to the tune of \_ \_ \_ \_ square metres, (ix) Building No. "I" shall have a FSI to the tune of \_ \_ \_ \_ square metres and (x) Building No. "J" shall have a FSI to the tune of \_ \_ \_ square metres and the same shall be if 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 No. 3 in due course of time and for such utilization of the balance buildable potential by the Promoters, the Purchaser/s have the 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 Amenity Space in the layout of the said land would be handed over to PMRDA or the concerned authorities in due course of time or the Promoters shall develop and construct a separate building on the said Amenity Space if 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 No. 1, Phase No. 2 and Phase No. 3 would be completed prior to \_\_\_\_\_, 2025.
- (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, the Promoters shall pay 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 send 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 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. Vijay Tukaram Kamble, Age: 30 years, Occupation: Service, Residing at: Pimple Gaurav, Pune being the person admitting these presents on behalf of the Promoters (The photocopy of the photo identity of Mr. Vijay Tukaram Kamble 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 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 his/its/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 such additions bills 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 March, 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 PMRDA 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 determinate 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 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 Nos. "A", "B", "C", "D", "E", "F", "G", "H", "I", "J" 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 each Building namely Nos. "A", "B", "C", "D", "E", "F", "G", "H", "I", "J".

# 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 by the name of "Sukhwani Palms Cooperative Housing Society" or such other name as the Promoters would decide in their sole discretion for Phase No. 1, Phase No. 2 and Phase No. 3 under the provisions of the Maharashtra Cooperative Societies Act, 1960 read with the rules for and that the apex society would be formed after the disposal of 51% of the tenement in the project comprising of Phase No. 1, Phase No. 2 and Phase No. 3. The Promoters shall

convey the said portion of land admeasuring 15980 square metres out of the said land attributable to Phase No. 1, Phase No. 2 and Phase No. 3 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 society on or before \_ \_ \_ \_ \_ \_ , 2025 and subject to (i) disposal of  $2/3^{rd}$  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 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, CESSES, 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. 3/- (Rupees Three only) per square feet (total area) per month along with service tax as the case may be for a period upto March, 2019, 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 is 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 such 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 prorate 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, causalities/ 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 (if any), 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 (if any), 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 charges 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. premises in the building/wing, all the power, authorities and rights of the Purchaser/s herein shall be always subject to the Promoter's 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 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 upon the said land or the said project save and except those 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 save and except those disclosed in the Title Report and/or in this Agreement save and except Complaint bearing No. RCC No. 3229/2014 filed by MPCB against the Promoters for purported violation of the Environment (Protection) Act, 1986 and which pending for final adjudication.
- (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 tenantable 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 pardis 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 adopted 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 which are 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 "Sukhwani Palms" 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.
- "Carpet Area" shall mean the net usable floor area of the said Premises, (B) 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-gracia 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. Basant Totaram 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 brouchers 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 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 favour of the Purchaser/s or 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 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 change of any address, telephone number, email address the any party, 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 piece and parcel of land or ground bearing Gat No. 572+573+574+ 578+ 579+ 580+581+582+583+584+585+586+587+588+589+590+594+595+596+597+ 598+612 Plot No. 1 admeasuring 18800 square metres (originally being (i) Gat No. 572 adm. 2500 square metres, (ii) Gat No. 573 adm. 1200 square metres, (iii) Gat No. 574 adm. 1500 square metres, (iv) Gat No. 578 adm. 200 square metres, (v) Gat No. 579 adm. 800 square metres, (vi) Gat No. 580 adm. 200 square metres, (vii) Gat No. 581 adm. 300 square metres, (viii) Gat No. 582 adm. 1700 square metres, (ix) Gat No. 583 adm. 800 square metres, (x) Gat No. 584 adm. 500 square metres, (xi) Gat No. 585 adm. 400 square metres, (xii) Gat No. 586 adm. 1400 square metres, (xiii) Gat No. 587 adm. 800 square metres, (xiv) Gat No. 588 adm. 800 square metres, (xv) Gat No. 589 adm. 200 square metres, (xvi) Gat No. 590 adm. 300 square metres, (xvii) Gat No. 594 adm. 400 square metres, (xviii) Gat No. 595 adm. 900 square metres, (xix) Gat No. 596 adm. 500 square metres, (xx) Gat No. 597 adm. 500 square metres, (xxi) Gat No. 598 adm. 1400 square metres and (xxii) Gat No. 612 adm. 1500 square metres) situate at village Wagholi, Taluka Haveli, District Pune and within the Gram Panchayat Wagholi, Taluka Panchayat Samiti Haveli, Zilla Parishad Pune and within the jurisdiction of the Sub Registrar Haveli No. 1 to 27, Pune and bounded as follows:-

On or towards the East : By plot of Mr. Dattatraya Baburao Bhadale.

On or towards the West : By Gat No. 591.
On or towards the South : By Gat No. 599.
On or towards the North : By Gat No. 571.

### **SECOND SCHEDULE**

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

## (A) COMMON FACILTIES:-

- 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 water reservoir.

- 7. Lift 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.
- Club House.

#### (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 Annexure 1 shall be restricted and the Promoters herein shall have exclusive right to allot the same to the tenement holder in the building or project.
- 4. Top terrace of the building/s shall be restricted and the Promoter herein shall have exclusive right to allot the same to the accommodation 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	J
by the within named Promoters	]
M/s. Sukhwani Promoters and Builders	]
through the hands of one of its partner	]
Mr. Basant Totaram Sukhwani	]
in the presence of	]
SIGNED, SEALED AND DELIVERED	]
by the within named Purchaser/s	]
	]
	]
	]
	]
presence of	]

# <u>WITNESSES</u>

(1) Sign:

Name:

Address:

(2) Sign:

Name:

Address:

D:\My Documents\RERA AGRS\sukhwani\palms\phase 2\agr (ph 2) 11-7-2017.doc

# Annexure "1"

Copy of Plan of the said land

#### Annexure "2A"

#### Copy of Note on Title

## (A) Gat No. 572 adm. 2500 square metres

- (a) Pursuant to the Consolidation Scheme under the provisions of Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and pursuant to the order dated 6/3/1973 passed by the Deputy Director Town Planning, Pune and published in the Maharashtra Gazette on 29/3/1973 on page 845 (Part-1), the consolidation of all Survey Nos. in village Wagholi was effected on 31/3/1973 and all Survey Nos. were allotted fresh Gat Nos. Pursuant thereto Survey No. 82/1 and 82/2 were allotted Gat No. 572 admeasuring 25 Ares of village Wagholi and was to the allotted to Mr. Raghu Gahina Satav. The same is reflected vide mutation entry no. 1 and is also seen from the Consolidation Scheme Extract.
- **(b)** The said Mr. Raghu Gahina Satav expired intestate on 25/12/1978 leaving behind his legal heirs namely (i) Mr. Dynanoba Raghu Satav son, (ii) Mrs. Jaibai Mahadu Darekar daughter, (ii) Mrs. Kamalabai Sahadu Khandave daughter, (iv) Mrs. Yamnunabai Gulab Dhumal daughter and (v) Mrs. Kaushalyabai Rambhau Ghule daughter. Pursuant thereto the names of the said legal heirs were mutated in the revenue records vide mutation entry no. 444.
- (c) The said Mr. Dynanoba Raghu Satav expired intestate on 15/8/2002 leaving behind his legal heirs namely (i) Mr. Dhondiba Dynanoba Satav son, (ii) Mr. Balasaheb Dynanoba Satav son, (iii) Mr. Gorakh Dynanoba Satav son, (iv) Mr. Jalinder Dynanoba Satav son, (v) Mrs. Baidabai Uttam Ghule daughter, (vi) Mrs. Saraswati Ashok Dhumal daughter and (vii) Smt. Yashodabai Dynanoba Satav widow. Pursuant thereto the names of the said legal heirs were mutated in the revenue records vide mutation entry no. 2208.
- (d) By a Deed of Release dated 7/2/2008 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 1352/2008, the said Smt. Jaibai Mahadu alias Laxman Darekar, Smt. Kaushalyabai Rambhau Ghule, Mrs. Kamalabai Sahadu Khandave and Mrs. Yamnunabai Gulab Dhumal have absolutely released and relinquished their right, title and interest in the said Gat No. 572 and other lands in favour Mr. Dhondiba Dynanoba Satav, Mr. Balasaheb Dynanoba Satav, Mr. Jalinder Dynanoba Satav, Mrs. Baidabai Uttam Ghule, Mrs. Saraswati Ashok Dhumal and Smt. Yashodabai Dynanoba Satav. Pursuant thereto the names of the said persons releasing were deleted from the revenue records vide mutation entry no. 5398.
- By a Development Agreement dated 8/2/2008 and registered with the office of the Sub Registrar Haveli No. 20 at serial no. 1405/2008, the said Mr. Dhondiba Dnyanoba Satav, Shri. Balasaheb Dnyanoba Satav, Shri. Gorakh Dnyanoba Satav, Shri. Jalindar Dnyanoba Satav, Sou. Yashodabai Dnyanoba Satav, Sou. Baidyabai Uttam Ghule, Sou. Saraswati Ashok Dhumal, have with the consent of Smt. Jaibai Mahadu Dareda (Darekar), Smt. Kamlabai Sahadu Khandve, Smt. Yamunabai Gulab Dhumal and Smt. Kausalyabai Rambhau Ghule, have entrusted unto and in favour of M/s. Universal Properties and Infrastructures the exclusive development rights and authority to develop the said Gat No. 572 for consideration and on certain terms and conditions. Pursuant to the said Development Agreement, the said Mr. Dhondiba Dnyanoba Satav, Shri. Balasaheb Dnyanoba Satav, Shri. Gorakh Dnyanoba Satav, Shri. Jalindar Dnyanoba Satav, Sou. Yashodabai Dnyanoba Satav, Sou. Baidyabai Uttam Ghule, Sou. Saraswati Ashok Dhumal, Smt. Jaibai Mahadu Dareda (Darekar), Smt. Kamlabai Sahadu Khandve, Smt. Yamunabai Gulab Dhumal and Smt. Kausalyabai Rambhau Ghule have also executed a Power of Attorney dated 8/2/2008 and registered with the office of the Sub Registrar Haveli No. 20 at serial no. 1406/2008 in favour of nominees and partners of M/s. Universal Properties and Infrastructures interalia vesting in them several powers and authorities to develop the said Gat No. 572.

## (B) Gat No. 573 adm. 1200 square metres

- (a) Pursuant to the Consolidation Scheme under the provisions of Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and pursuant to the order dated 6/3/1973 passed by the Deputy Director Town Planning, Pune and published in the Maharashtra Gazette on 29/3/1973 on page 845 (Part-1), the consolidation of all Survey Nos. in village Wagholi was effected on 31/3/1973 and all Survey Nos. were allotted fresh Gat Nos. Pursuant thereto Survey No. 82/3 was allotted Gat No. 573 admeasuring 12 Ares of village Wagholi and was allotted to Mr. Keshav Rambhau Satav. The same is reflected vide mutation entry no. 1 and is also seen from the Consolidation Scheme Extract.
- By a Development Agreement dated 4/1/2008 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 130/2008, the said Shri. Sahebrao Rambahu Satav, Sou. Anjanabai Sahebrao Satav, Shri. Eknath Sahebrao Satav, Sou. Sashikala Eknath Satav, Shri. Mahesh Eknath Satav, Shri. Jagannath Sahebrao Satav, Sou. Rekha Jagannath Satav, Ms. Hemangi Jagannath Satav, Ms. Shubhangi Jagannath Satav, Master Bapu Jagannath Satav, Shri. Vishwanath Sahebrao Satav, Sou. Shalan Vishwanath Satav, Master Ganesh Vishwanath Satav, Master Vaibhav Vishwanath Satav, Master Omkar Vishwanath Satav, Sou. Rukhmini Pandurang Gajak (nee Rekha Sahebrao Satav), Sou. Shakuntala Vittal Deokar (nee Kusum Sahebrao Satav), Shri. Keshav Rambhau Satav, Sou. Phulabai Keshav Satav, Shri. Raghunath Keshav Satav, Sou. Mohini Raghunath Satav, Master Abhishek Raghunath Satav, Master Ajit Raghunath Satav, Shri. Machindranath Keshav Satav, Sou. Vaishali Machindranath Satav, Master Sahil Machindranath Satav, Ms. Avanti Machindranath Satav, Ms. Kalpana Keshav Satav, Ms. Suvarna Keshav Satav, Smt. Krishnabai Namdeo Magar, Smt. Yasubai Uttam Kanchan, Smt. Gajarabai Mahadeo Tapkir, Smt. Babubai Haribhau Kand, and Sou. Suman Maruti Kotwal have entrusted unto and in favour of M/s. Universal Properties and Infrastructures the exclusive development rights and authority to develop the said Gat Nos. 598, 579, 578 and 573 for consideration and on certain terms and conditions. Pursuant to the said Development Agreement, the Shri. Sahebrao Rambahu Satav, Sou. Anjanabai Sahebrao Satav, Shri. Eknath Sahebrao Satav, Sou. Sashikala Eknath Satav, Shri. Mahesh Eknath Satav, Shri. Jagannath Sahebrao Satav, Sou. Rekha Jagannath Satav, Ms. Hemangi Jagannath Satav, Ms. Shubhangi Jagannath Satav, Master Bapu Jagannath Satav, Shri. Vishwanath Sahebrao Satav, Sou. Shalan Vishwanath Satav, Master Ganesh Vishwanath Satav, Master Vaibhav Vishwanath Satav, Master Omkar Vishwanath Satav, Sou. Rukhmini Pandurang Gajak (nee Rekha Sahebrao Satav), Sou. Shakuntala Vittal Deokar (nee Kusum Sahebrao Satav), Shri. Keshav Rambhau Satav, Sou. Phulabai Keshav Satav, Shri. Raghunath Keshav Satav, Sou. Mohini Raghunath Satav, Master Abhishek Raghunath Satav, Master Ajit Raghunath Satav, Shri. Machindranath Keshav Satav, Sou. Vaishali Machindranath Satav, Master Sahil Machindranath Satav, Ms. Avanti Machindranath Satav, Ms. Kalpana Keshav Satav, Ms. Suvarna Keshav Satav, Smt. Krishnabai Namdeo Magar, Smt. Yasubai Uttam Kanchan, Smt. Gajarabai Mahadeo Tapkir, Smt. Babubai Haribhau Kand, and Sou. Suman Maruti Kotwal have also executed a Power of Attorney dated 4/1/2008 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 131/2008 in favour of nominees and partners of M/s. Universal Properties and Infrastructures interalia vesting in them several powers and authorities to develop the said Gat Nos. 598, 579, 578 and 573.

## (C) Gat No. 574 adm. 1500 square metres

(a) Pursuant to the Consolidation Scheme under the provisions of Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and pursuant to the order dated 6/3/1973 passed by the Deputy Director Town Planning, Pune and published in the Maharashtra Gazette on 29/3/1973 on page 845 (Part-1), the consolidation of all Survey Nos. in village Wagholi was effected on 31/3/1973 and all Survey Nos. were allotted fresh Gat Nos. Pursuant thereto Survey No. 82/5 was allotted Gat No. 574 admeasuring 15 Ares of village Wagholi and was allotted to (i) Mr. Sonu Bala Satav – 10 anna 8 pai and (ii) Mr. Maruti Sadhu Satav – 5 anna 4pai. The same is reflected vide mutation entry no. 1 and is also seen from the

Consolidation Scheme Extract. It is clarified that the Gat No. 574 was held by the said (i) Mr. Sonu Bala Satav - 10 anna 8 pai and (ii) Mr. Maruti Sadhu Satav - 5 anna 4pai under and as New Tenure Land.

- **(b)** The said Mr. Sonu Bala Satav obtained a loan to the tune of Rs. 1,500/- on 16/4/1980 from Canara Bank, Wagholi Branch and pursuant thereto the charge of the said bank was mutated in other rights column in the revenue records. The same is reflected vide mutation entry no. 454.
- (c) The said Mr. Sonu Bala Satav expired intestate on 11/11/1981 leaving behind his legal heirs namely (i) Mr. Laxman Sonba Satav son, (ii) Mr. Damu Sonba Satav son, (iii) Mr. Dattoba Sonba Satav son, (iv) Mr. Ramu Sonba Satav son, (v) Mrs. Sarubai Baliba Ingale daughter, (vi) Mrs. Janabai Daulat Bangar daughter, (vii) Mrs. Gajrabai Hanumanta Kamathe daughter, (viii) Mrs. Venubai Maruti Gaikwad daughter and (ix) Smt. Gitabai Sonaba Satav widow. Pursuant thereto the names of the said legal heirs were mutated in the revenue records vide mutation entry no. 3760.
- (d) The said Mr. Laxman Sonba Satav expired intestate on 3/10/2007 leaving behind his legal heirs namely (i) Mr. Chandrakant Laxman Satav son, (ii) Mrs. Baby Maruti Kadam daughter and (iii) Smt. Chabbubai Laxman Satav widow. Pursuant thereto the names of the said legal heirs were mutated in the revenue records vide mutation entry no. 4108.
- By a Development Agreement dated 26/5/2006 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 4169/2006, the said Mr. Maruti Sadhu Satav, Sou. Sushila Suresh Satav, Shri. Kantaram Maruti Satav, Sou. Rohini Kantaram Satav, Shri. Prakash Maruti Satav, Shri. Vikram Dnyanoba Satav, Shri. Swapnil Suresh Satav, Shri. Rahul Kantaram Satav, Shri. Vinayak Prakash Satav, Smt. Yamunabai Prabhakar Bhadale have entrusted unto and in favour of Mr. Santosh Mansukhlal Katariya and Mr. Ganesh Trimbak Bedre the exclusive development rights and authority to develop a portion admeasuring 5 Ares out of Gat No. 574 for consideration and on certain terms and conditions. Pursuant to the said Development Agreement, the said Mr. Maruti Sadhu Satav, Sou. Sushila Suresh Satav, Shri. Kantaram Maruti Satav, Sou. Rohini Kantaram Satav, Shri. Prakash Maruti Satav, Shri. Vikram Dnyanoba Satav, Shri. Swapnil Suresh Satav, Shri. Rahul Kantaram Satav, Shri. Vinayak Prakash Satav, Smt. Yamunabai Prabhakar Bhadale have also executed a Power of Attorney dated 26/5/2006 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 4170/2006 in favour of Mr. Santosh Mansukhlal Katariya and Mr. Ganesh Trimbak Bedre interalia vesting in him several powers and authorities to develop a portion admeasuring 5 Ares out of Gat No. 574.
- By a Development Agreement dated 8/2/2007 and duly registered with the office of the Sub Registrar Haveli No. 7 at serial no. 1376/2007, the said Mr. Maruti Sahadu Satav, Sou. Sushila Suresh Satav, Shri. Kantaram Maruti Satav, Sou. Rohini Kantaram Satav, Shri. Prakash Maruti Satav, Shri. Vikram Dnyanoba Satav, Shri. Swapnil Suresh Satav, Shri. Rahul Kantaram Satav, Shri. Vinayak Prakash Satav, Smt. Yamunabai Prabhakar Bhadale (owners of 5 Ares out of Gat No. 574), Shri. Gulab Maruti Satav, Shri. Ramrao Maruti Satav, Mr. Amrut Maruti Satav, Smt. Chandrabhaga Dnyanoba alias Dnyaneshwar Satav, Shri. Sandip Dnyanoba alias Dnyaneshwar Satav, Shri. Sachin Dnyanoba alias Dnyaneshwar Satav, (owners of 5 Ares out of Gat No. 596), Sou. Hirabai Haribhau Bhadale (owner of Gat No. 582), Shri. Shivaji Damu Satav, Shri. Sandip Shivaji Satav, Shri. Pradip Shivaji Satav (owners of Gat No. 580) and Mr. Balasaheb Sakharam Lokhare (owner of Gat No. 586) have under the instructions and directions and consent of Mr. Santosh Mansukhlal Katariya and Mr. Ganesh Trimbak Bedre have granted, assigned and transferred unto and in favour of Mr. Hiraman Kashinath Kakade and Mr. Vijaykumar B. Sargar the exclusive development rights and authority to develop the said Gat Nos. 574, 580, 582, 586 and 596 for consideration and on certain terms and conditions. Pursuant to the Development Agreement, the said Mr. Maruti Sahadu Satav, Sou. Sushila Suresh Satav, Shri. Kantaram Maruti Satav, Sou. Rohini Kantaram Satav, Shri. Prakash Maruti Satav, Shri. Vikram Dnyanoba Satav,

Shri. Swapnil Suresh Satav, Shri. Rahul Kantaram Satav, Shri. Vinayak Prakash Satav, Smt. Yamunabai Prabhakar Bhadale (owners of Gat No. 574), Shri. Gulab Maruti Satav, Shri. Ramrao Maruti Satav, Mr. Amrut Maruti Satav, Smt. Chandrabhaga Dnyanoba alias Dnyaneshwar Satav, Shri. Sachin Dnyanoba alias Dnyaneshwar Satav, (owners of Gat No. 5 Ares out of Gat No. 596), Sou. Hirabai Haribhau Bhadale (owner of Gat No. 582), Shri. Shivaji Damu Satav, Shri. Sandip Shivaji Satav, Shri. Pradip Shivaji Satav (owners of Gat No. 580) and Mr. Balasaheb Sakharam Lokhare (owner of Gat No. 586) and Mr. Santosh Mansukhlal Katariya and Mr. Ganesh Trimbak Bedre have executed a Power of Attorney dated 8/2/2007 and registered with the office of the Sub Registrar Haveli No. 7 at serial 1377/2007 in favour of Mr. Hiraman Kashinath Kkaade and Mr. Vijaykumar B. Sargar interalia vesting in them several powers and authorities to develop the said Gat Nos. 574, 580, 582, 586 and 596.

- (g) The said Mr. Maruti Sadhu Satav expired intestate 24/12/2007 and that his two sons Mr. Prakash Maruti Satav and Mr. Suresh Maruti Satav predeceased him, interalia leaving behind them their legal heirs namely (i) Mr. Kanataram Maruti Satav son, (ii) Mr. Dnyanoba Maurti Satav son, (iii) Mrs. Yamunabai Padamkar Bhadale daughter, (iv) Mr. Vinayak Pakash Satav son of predeceased son Mr. Prakash, (v) Mr. Kunal Prakash Satav son of predeceased son Mr. Prakash, (vi) Mr. Swapnil Suresh Satav son of predeceased son Mr. Suresh, (vii) Smt. Sushila Suresh Satav widow of predeceased son Mr. Suresh. Pursuant thereto the name of the said legal heirs were mutated in the revenue records vide mutation entry no. 6111.
- (h) By an Agreement dated 9/3/2009 and registered with the office of the Sub Registrar Haveli No. 15 at serial no. 1473/2009, the said Smt. Chabbubai Laxman Satav, Mr. Chandrakant Laxman Satav, Mrs. Baby Maruti Kadam, Mr. Dattoba Sonaba Satav, Mr. Ramu Sonaba Satav, Mr. Sunil Damu Satav, Mr. Anil Damu Satav, Mrs. Hirabai Damu Satav and Mrs. Indumati Uttam Chaudhary have agreed to sell, transfer and convey a portion admeasuring 10 Ares out of Gat No. 574 unto and in favour of Mr. Amar Pal Singh for consideration and on certain terms and conditions. In pursuance of the said Agreement, the said Smt. Chabbubai Laxman Satav, Mr. Chandrakant Laxman Satav, Mrs. Baby Maruti Kadam, Mr. Dattoba Sonaba Satav, Mr. Ramu Sonaba Satav, Mr. Sunil Damu Satav, Mr. Anil Damu Satav, Mrs. Hirabai Damu Satav and Mrs. Indumati Uttam Chaudhary have executed a Power of Attorney dated 9/3/2009 registered with the office of the Sub Registrar Haveli No. 15 at serial no. 1474/2009 in favour of Mr. Amar Pal Singh interalia vesting in him several powers and authorities pertaining to the said portion admeasuring 10 Ares out of Gat No. 574.

### (D) Gat No. 578 adm. 200 square metres

- (a) Pursuant to the Consolidation Scheme under the provisions of Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and pursuant to the order dated 6/3/1973 passed by the Deputy Director Town Planning, Pune and published in the Maharashtra Gazette on 29/3/1973 on page 845 (Part-1), the consolidation of all Survey Nos. in village Wagholi was effected on 31/3/1973 and all Survey Nos. were allotted fresh Gat Nos. Pursuant thereto Survey No. 82/8 was allotted Gat No. 578 admeasuring 2 Ares of village Wagholi and was allotted to Mr. Keshav Rambhau Satav. The same is reflected vide mutation entry no. 1 and is also seen from the Consolidation Scheme Extract.
- (b) By a Development Agreement dated 4/1/2008 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 130/2008, the said Shri. Sahebrao Rambhau Satav, Sou. Anjanabai Sahebrao Satav, Shri. Eknath Sahebrao Satav, Sou. Sashikala Eknath Satav, Shri. Mahesh Eknath Satav, Shri. Jagannath Sahebrao Satav, Sou. Rekha Jagannath Satav, Ms. Hemangi Jagannath Satav, Ms. Shubhangi Jagannath Satav, Master Bapu Jagannath Satav, Shri. Vishwanath Sahebrao Satav, Sou. Shalan Vishwanath Satav, Master Ganesh Vishwanath Satav, Master Vaibhav Vishwanath Satav, Master Omkar Vishwanath Satav, Sou. Rukhmini Pandurang Gajak (nee Rekha Sahebrao Satav), Sou. Shakuntala Vittal Deokar (nee Kusum

Sahebrao Satav), Shri. Keshav Rambhau Satav, Sou. Phulabai Keshav Satav, Shri. Raghunath Keshav Satav, Sou. Mohini Raghunath Satav, Master Abhishek Raghunath Satav, Master Ajit Raghunath Satav, Shri. Machindranath Keshav Satav, Sou. Vaishali Machindranath Satav, Master Sahil Machindranath Satav, Ms. Avanti Machindranath Satav, Ms. Kalpana Keshav Satav, Ms. Suvarna Keshav Satav, Smt. Krishnabai Namdeo Magar, Smt. Yasubai Uttam Kanchan, Smt. Gajarabai Mahadeo Tapkir, Smt. Babubai Haribhau Kand, and Sou. Suman Maruti Kotwal have entrusted unto and in favour of M/s. Universal Prpoeprties and Infrastructures the exclusive development rights and authority to develop the said Gat Nos. 598, 579, 578 and 573 for consideration and on certain terms and conditions. Pursuant to the said Development Agreement, the Shri. Sahebrao Rambahu Satav, Sou. Anjanabai Sahebrao Satav, Shri. Eknath Sahebrao Satav, Sou. Sashikala Eknath Satav, Shri. Mahesh Eknath Satav, Shri. Jagannath Sahebrao Satav, Sou. Rekha Jagannath Satav, Ms. Hemangi Jagannath Satav, Ms. Shubhangi Jagannath Satav, Master Bapu Jagannath Satav, Shri. Vishwanath Sahebrao Satav, Sou. Shalan Vishwanath Satav, Master Ganesh Vishwanath Satav, Master Vaibhav Vishwanath Satav, Master Omkar Vishwanath Satav, Sou. Rukhmini Pandurang Gajak (nee Rekha Sahebrao Satav), Sou. Shakuntala Vittal Deokar (nee Kusum Sahebrao Satav), Shri. Keshav Rambhau Satav, Sou. Phulabai Keshav Satav, Shri. Raghunath Keshav Satav, Sou. Mohini Raghunath Satav, Master Abhishek Raghunath Satav, Master Ajit Raghunath Satav, Shri. Machindranath Keshav Satav, Sou. Vaishali Machindranath Satav, Master Sahil Machindranath Satav, Ms. Avanti Machindranath Satav, Ms. Kalpana Keshav Satav, Ms. Suvarna Keshav Satav, Smt. Krishnabai Namdeo Magar, Smt. Yasubai Uttam Kanchan, Smt. Gajarabai Mahadeo Tapkir, Smt. Babubai Haribhau Kand, and Sou. Suman Maruti Kotwal have also executed a Power of Attorney dated 4/1/2008 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 131/2008 in favour of nominees and partners of M/s. Universal Prpoeprties and Infrastructures interalia vesting in them several powers and authorities to develop the said Gat Nos. 598, 579, 578 and 573.

#### (E) Gat No. 579 adm. 800 square metres

- (a) Pursuant to the Consolidation Scheme under the provisions of Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and pursuant to the order dated 6/3/1973 passed by the Deputy Director Town Planning, Pune and published in the Maharashtra Gazette on 29/3/1973 on page 845 (Part-1), the consolidation of all Survey Nos. in village Wagholi was effected on 31/3/1973 and all Survey Nos. were allotted fresh Gat Nos. Pursuant thereto Survey No. 82/9 was allotted Gat No. 579 admeasuring 8 Ares of village Wagholi and was allotted to Mr. Sahebrao Rambhau Satav. The same is reflected vide mutation entry no. 1 and is also seen from the Consolidation Scheme Extract. It is clarified that the Gat No. 579 was held by the said Mr. Sahebrao Rambahu Satav under and as New Tenure Land.
- By a Development Agreement dated 4/1/2008 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 130/2008, the said Shri. Sahebrao Rambahu Satav, Sou. Anjanabai Sahebrao Satav, Shri. Eknath Sahebrao Satav, Sou. Sashikala Eknath Satav, Shri. Mahesh Eknath Satav, Shri. Jagannath Sahebrao Satav, Sou. Rekha Jagannath Satav, Ms. Hemangi Jagannath Satav, Ms. Shubhangi Jagannath Satav, Master Bapu Jagannath Satav, Shri. Vishwanath Sahebrao Satav, Sou. Shalan Vishwanath Satav, Master Ganesh Vishwanath Satav, Master Vaibhav Vishwanath Satav, Master Omkar Vishwanath Satav, Sou. Rukhmini Pandurang Gajak (nee Rekha Sahebrao Satav), Sou. Shakuntala Vittal Deokar (nee Kusum Sahebrao Satav), Shri. Keshav Rambhau Satav, Sou. Phulabai Keshav Satav, Shri. Raghunath Keshav Satav, Sou. Mohini Raghunath Satav, Master Abhishek Raghunath Satav, Master Ajit Raghunath Satav, Shri. Machindranath Keshav Satav, Sou. Vaishali Machindranath Satav, Master Sahil Machindranath Satav, Ms. Avanti Machindranath Satav, Ms. Kalpana Keshav Satav, Ms. Suvarna Keshav Satav, Smt. Krishnabai Namdeo Magar, Smt. Yasubai Uttam Kanchan, Smt. Gajarabai Mahadeo Tapkir, Smt. Babubai Haribhau Kand, and Sou. Suman Maruti Kotwal have entrusted unto and in favour of M/s. Universal Properties and Infrastructures the

exclusive development rights and authority to develop the said Gat Nos. 598, 579, 578 and 573 for consideration and on certain terms and conditions. Pursuant to the said Development Agreement, the Shri. Sahebrao Rambahu Satav, Sou. Anjanabai Sahebrao Satav, Shri. Eknath Sahebrao Satav, Sou. Sashikala Eknath Satav, Shri. Mahesh Eknath Satav, Shri. Jagannath Sahebrao Satav, Sou. Rekha Jagannath Satav, Ms. Hemangi Jagannath Satav, Ms. Shubhangi Jagannath Satav, Master Bapu Jagannath Satav, Shri. Vishwanath Sahebrao Satav, Sou. Shalan Vishwanath Satav, Master Ganesh Vishwanath Satav, Master Vaibhav Vishwanath Satav, Master Omkar Vishwanath Satav, Sou. Rukhmini Pandurang Gajak (nee Rekha Sahebrao Satav), Sou. Shakuntala Vittal Deokar (nee Kusum Sahebrao Satav), Shri. Keshav Rambhau Satav, Sou. Phulabai Keshav Satav, Shri. Raghunath Keshav Satav, Sou. Mohini Raghunath Satav, Master Abhishek Raghunath Satav, Master Ajit Raghunath Satav, Shri. Machindranath Keshav Satav, Sou. Vaishali Machindranath Satav, Master Sahil Machindranath Satav, Ms. Avanti Machindranath Satav, Ms. Kalpana Keshav Satav, Ms. Suvarna Keshav Satav, Smt. Krishnabai Namdeo Magar, Smt. Yasubai Uttam Kanchan, Smt. Gajarabai Mahadeo Tapkir, Smt. Babubai Haribhau Kand, and Sou. Suman Maruti Kotwal have also executed a Power of Attorney dated 4/1/2008 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 131/2008 in favour of nominees and partners of M/s. Universal Properties and Infrastructures interalia vesting in them several powers and authorities to develop the said Gat Nos. 598, 579, 578 and 573.

#### (F) Gat No. 580 adm. 200 square metres

- (a) Pursuant to the Consolidation Scheme under the provisions of Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and pursuant to the order dated 6/3/1973 passed by the Deputy Director Town Planning, Pune and published in the Maharashtra Gazette on 29/3/1973 on page 845 (Part-1), the consolidation of all Survey Nos. in village Wagholi was effected on 31/3/1973 and all Survey Nos. were allotted fresh Gat Nos. Pursuant thereto Survey No. 82/10 was allotted Gat No. 580 admeasuring 2 Ares of village Wagholi and was to the allotted to Mr. Gajaba Bala Satav. The same is reflected vide mutation entry no. 1 and is also seen from the Consolidation Scheme Extract.
- **(b)** The said Mr. Gajaba Bala Satav expired intestate on 27/9/1975 leaving behind his legal heirs namely (i) Mr. Babu Gajaba Satav son, (ii) Mr. Haribhau Gajaba Satav son, (iii) Mr. Khanderao Gajaba Satav son, (iv) Mrs. Taibai Bhagwanta Bangar daughter and (v) Mrs. Baijabai Pandurang Hargude daughter. Pursuant thereto the names of the said legal heirs were mutated in the revenue records vide mutation entry no. 414.
- (c) By a registered Sale Deed dated 25/10/1989 registered with the office of the Sub Registrar Haveli, the said Mr. Babu Gajaba Satav, Mr. Haribhau Gajaba Satav, Mr. Khanderao Gajaba Satav, Mrs. Taibai Bhagwanta Bangar and Mrs. Baijabai Pandurang Hargude have absolutely sold and conveyed the said Gat No. 580 unto and in favour of Mr. Shivaji Damu Satav for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 563.
- (d) By a Development Agreement dated 9/6/2006 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 4380/2006, the said Mr. Shivaji Damu Satav, Mr. Sandip Shivaji Satav and Mr. Pradip Shivaji Satav have entrusted unto and in favour of Mr. Santish Mansukhlal Katariya and Mr. Ganesh Trimbak Bedre the exclusive development rights and authority to develop the said Gat No. 580 for consideration and on certain terms and conditions. Pursuant to the said Development Agreement, the Mr. Shivaji Damu Satav, Mr. Sandip Shivaji Satav and Mr. Pradip Shivaji Satav have also executed a Power of Attorney dated 9/6/2006 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 4381/2006 in favour of Mr. Santish Mansukhlal Katariya and Mr. Ganesh Trimbak Bedre interalia vesting in them several powers and authorities to develop the said Gat No. 580.

By a Development Agreement dated 8/2/2007 and duly registered with the office of the Sub Registrar Haveli No. 7 at serial no. 1376/2007, the said Mr. Maruti Sahadu Satav, Sou. Sushila Suresh Satav, Shri. Kantaram Maruti Satav, Sou. Rohini Kantaram Satav, Shri. Prakash Maruti Satav, Shri. Vikram Dnyanoba Satav, Shri. Swapnil Suresh Satav, Shri. Rahul Kantaram Satav, Shri. Vinayak Prakash Satav, Smt. Yamunabai Prabhakar Bhadale (owners of Gat No. 574), Shri. Gulab Maruti Satav, Shri. Ramrao Maruti Satav, Mr. Amrut Maruti Satav, Smt. Chandrabhaga Dnyanoba alias Dnyaneshwar Satav, Shri. Sandip Dnyanoba alias Dnyaneshwar Satav, Shri. Sachin Dnyanoba alias Dnyaneshwar Satav, (owners of 5 Ares out of Gat No. 596), Sou. Hirabai Haribhau Bhadale (owner of Gat No. 582), Shri. Shivaji Damu Satav, Shri. Sandip Shivaji Satav, Shri. Pradip Shivaji Satav (owners of Gat No. 580) and Mr. Balasaheb Sakharam Lokhare (owner of Gat No. 586) have under the instructions and directions and consent of Mr. Santosh Mansukhlal Katariya and Mr. Ganesh Trimbak Bedre have granted, assigned and transferred unto and in favour of Mr. Hiraman Kashinath Kakade and Mr. Vijaykumar B. Sargar the exclusive development rights and authority to develop the said Gat Nos. 574, 580, 582, 586 and 596 for consideration and on certain terms and conditions. Pursuant to the Development Agreement, the said Mr. Maruti Sahadu Satav, Sou. Sushila Suresh Satav, Shri. Kantaram Maruti Satav, Sou. Rohini Kantaram Satav, Shri. Prakash Maruti Satav, Shri. Vikram Dnyanoba Satav, Shri. Swapnil Suresh Satav, Shri. Rahul Kantaram Satav, Shri. Vinayak Prakash Satav, Smt. Yamunabai Prabhakar Bhadale (owners of Gat No. 574), Shri. Gulab Maruti Satav, Shri. Ramrao Maruti Satav, Mr. Amrut Maruti Satav, Smt. Chandrabhaga Dnyanoba alias Dnyaneshwar Satav, Shri. Sandip Dnyanoba alias Dnyaneshwar Satav, Shri. Sachin Dnyanoba alias Dnyaneshwar Satav, (owners of Gat No. 5 Ares out of Gat No. 596), Sou. Hirabai Haribhau Bhadale (owner of Gat No. 582), Shri. Shivaji Damu Satav, Shri. Sandip Shivaji Satav, Shri. Pradip Shivaji Satav (owners of Gat No. 580) and Mr. Balasaheb Sakharam Lokhare (owner of Gat No. 586) and Mr. Santosh Mansukhlal Katariya and Mr. Ganesh Trimbak Bedre have executed a Power of Attorney dated 8/2/2007 and registered with the office of the Sub Registrar Haveli No. 7 at serial 1377/2007 in favour of Mr. Hiraman Kashinath Kakade and Mr. Vijaykumar B. Sargar interalia vesting in them several powers and authorities to develop the said Gat Nos. 574, 580, 582, 586 and 596.

#### (G) Gat No. 581 adm. 300 square metres

- (a) Pursuant to the Consolidation Scheme under the provisions of Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and pursuant to the order dated 6/3/1973 passed by the Deputy Director Town Planning, Pune and published in the Maharashtra Gazette on 29/3/1973 on page 845 (Part-1), the consolidation of all Survey Nos. in village Wagholi was effected on 31/3/1973 and all Survey Nos. were allotted fresh Gat Nos. Pursuant thereto Gat No. 581 admeasuring 3 Ares of village Wagholi was allotted to Mr. Ramu Kondiba Satav. The same is reflected vide mutation entry no. 1 and is also seen from the Consolidation Scheme Extract.
- **(b)** The said Mr. Ramu Kondiba Satav expired intestate on 25/6/1978 leaving behind him is legal heirs namely (i) Mr. Shahaji Ramu Satav son, (ii) Mr. Ashok Ramu Satav son and (iii) Smt. Krishnabai Ramu Satav widow. Pursuant thereto the names of the said legal heirs were mutated in the revenue records vide mutation entry no. 403.
- (c) By a Development Agreement dated 26/5/2006 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 3720/2006, the said Shri. Shahaji Ramu Satav, Shri. Ashok Ramu Satav, Smt. Krishnabai Ramu Satav, Shri. Vishal Shahaji Satav, Shri. Amol Shahaji Satav, Shri. Mohan Ashok Satav, Sou. Alka Rohidas Gaikwad, Sou. Sandhya Sandip Khandave, Sou. Lata Sagar Rajguru, Sou. Suman Shahaji Satav and Sou. Ahiliyabai Ashok Satav have entrusted unto and in favour of Shri. Hiraman Kashinath Kakade and Shri. Vijaykumar B. Sargar the exclusive development rights and authority to develop the said Gat No. 581 for consideration and on certain terms and conditions. Pursuant to the said

Development Agreement, the said Shri. Shahaji Ramu Satav, Shri. Ashok Ramu Satav, Smt. Krishnabai Ramu Satav, Shri. Vishal Shahaji Satav, Shri. Amol Shahaji Satav, Shri. Mohan Ashok Satav, Sou. Alka Rohidas Gaikwad, Sou. Sandhya Sandip Khandave, Sou. Lata Sagar Rajguru, Sou. Suman Shahaji Satav and Sou. Ahiliyabai Ashok Satav have also executed a Power of Attorney dated 26/5/2006 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 3721/2006 in favour of Shri. Hiraman Kashinath Kakade and Shri. Vijaykumar B. Sargar interalia vesting in them several powers and authorities to develop the said Gat No. 581.

#### (H) Gat No. 582 adm. 1700 square metres

- (a) Pursuant to the Consolidation Scheme under the provisions of Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and pursuant to the order dated 6/3/1973 passed by the Deputy Director Town Planning, Pune and published in the Maharashtra Gazette on 29/3/1973 on page 845 (Part-1), the consolidation of all Survey Nos. in village Wagholi was effected on 31/3/1973 and all Survey Nos. were allotted fresh Gat Nos. Pursuant thereto Survey No. 82/11 was allotted Gat No. 582 admeasuring 17 Ares of village Wagholi and was to the allotted to Mr. Padmakar Haribhau Bhadale. The same is reflected vide mutation entry no. 1 and is also seen from the Consolidation Scheme Extract.
- **(b)** Pursuant to the Order passed by the Civil Judge Junior Division, Pune in Regular Civil Suit No. 615/1982 read with order passed Tahsildar Haveli bearing no. 367/1983 dated 25/3/1983, the properties held by Bhadale family were partitioned and that the said Gat No. 582 came to the exclusive share of Mrs. Hirabai Haribhau Bhadale. Pursuant thereto the name of the said Mrs. Hirabai Haribhau Bhadale was mutated in the revenue records. The same is reflected vide mutation entry no. 803.
- (c) There was a tagai loan appearing in the other rights column and pursuant to the Order passed by the Government of Maharashtra bearing no. TAG/1088, Pra.Kra.2214/M/11 dated 31/12/1988 read with the Order passed by the Collector, Pune bearing no. PKP/2492 dated 12/1/1989 read with the Order passed by the Tahasildar Haveli bearing no. TAGAI/vASHI/23/89 dated 23/1/1989, the said tagai charge was ordered to be deleted. Pursuant thereto the said tagai charge was deleted from the revenue records vide mutation entry no. 1725.
- (d) By a Development Agreement dated 26/5/2006 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 4046/2006, the said Mrs. Hirabai Haribhau Bhadale has entrusted unto and in favour of Mr. Santosh Mansukhlal Katariya and Mr. Ganesh Trimbak Bedre the exclusive development rights and authority to develop the said Gat No. 582 along with right to draw water from Gat No. 575 for consideration and on certain terms and conditions. Pursuant to the said Development Agreement, the Mrs. Hirabai Haribhau Bhadale has also executed a Power of Attorney dated 26/5/2006 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 4047/2006 in favour of Mr. Santosh Mansukhlal Katariya and Mr. Ganesh Trimbak Bedre interalia vesting in them several powers and authorities to develop the said Gat No. 582.
- (e) By a Development Agreement dated 8/2/2007 and duly registered with the office of the Sub Registrar Haveli No. 7 at serial no. 1376/2007, the said Mr. Maruti Sahadu Satav, Sou. Sushila Suresh Satav, Shri. Kantaram Maruti Satav, Sou. Rohini Kantaram Satav, Shri. Prakash Maruti Satav, Shri. Vikram Dnyanoba Satav, Shri. Swapnil Suresh Satav, Shri. Rahul Kantaram Satav, Shri. Vinayak Prakash Satav, Smt. Yamunabai Prabhakar Bhadale (owners of Gat No. 574), Shri. Gulab Maruti Satav, Shri. Ramrao Maruti Satav, Mr. Amrut Maruti Satav, Smt. Chandrabhaga Dnyanoba alias Dnyaneshwar Satav, Shri. Sandip Dnyanoba alias Dnyaneshwar Satav, Shri. Sachin Dnyanoba alias Dnyaneshwar Satav, (owners of 5 Ares out of Gat No. 596), Sou. Hirabai Haribhau Bhadale (owner of Gat No. 582), Shri. Shivaji Damu Satav, Shri. Sandip Shivaji Satav, Shri. Pradip Shivaji Satav (owners of Gat No. 580) and Mr. Balasaheb Sakharam Lokhare (owner of Gat No. 586) have under the instructions and directions and consent of Mr. Santosh Mansukhlal Katariya and Mr. Ganesh Trimbak Bedre have granted, assigned and transferred unto and in favour of Mr. Hiraman Kashinath Kakade and Mr. Vijaykumar B. Sargar the

exclusive development rights and authority to develop the said Gat Nos. 574, 580, 582, 586 and 596 for consideration and on certain terms and conditions. Pursuant to the Development Agreement, the said Mr. Maruti Sahadu Satav, Sou. Sushila Suresh Satav, Shri. Kantaram Maruti Satav, Sou. Rohini Kantaram Satav, Shri. Prakash Maruti Satav, Shri. Vikram Dnyanoba Satav, Shri. Swapnil Suresh Satav, Shri. Rahul Kantaram Satav, Shri. Vinayak Prakash Satav, Smt. Yamunabai Prabhakar Bhadale (owners of Gat No. 574), Shri. Gulab Maruti Satav, Shri. Ramrao Maruti Satav, Mr. Amrut Maruti Satav, Smt. Chandrabhaga Dnyanoba alias Dnyaneshwar Satav, Shri. Sandip Dnyanoba alias Dnyaneshwar Satav, Shri. Sachin Dnyanoba alias Dnyaneshwar Satav, (owners of Gat No. 5 Ares out of Gat No. 596), Sou. Hirabai Haribhau Bhadale (owner of Gat No. 582), Shri. Shivaji Damu Satav, Shri. Sandip Shivaji Satav, Shri. Pradip Shivaji Satav (owners of Gat No. 580) and Mr. Balasaheb Sakharam Lokhare (owner of Gat No. 586) and Mr. Santosh Mansukhlal Katariya and Mr. Ganesh Trimbak Bedre have executed a Power of Attorney dated 8/2/2007 and registered with the office of the Sub Registrar Haveli No. 7 at serial 1377/2007 in favour of Mr. Hiraman Kashinath Kakade and Mr. Vijaykumar B. Sargar interalia vesting in them several powers and authorities to develop the said Gat Nos. 574, 580, 582, 586 and 596.

## (I) Gat No. 583 adm. 800 square metres

- (a) Pursuant to the Consolidation Scheme under the provisions of Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and pursuant to the order dated 6/3/1973 passed by the Deputy Director Town Planning, Pune and published in the Maharashtra Gazette on 29/3/1973 on page 845 (Part-1), the consolidation of all Survey Nos. in village Wagholi was effected on 31/3/1973 and all Survey Nos. were allotted fresh Gat Nos. Pursuant thereto Survey No. 82/12 was allotted Gat No. 583 admeasuring 8 Ares of village Wagholi and was to the allotted to Mr. Sadashiv Bhau Satav. The same is reflected vide mutation entry no. 1 and is also seen from the Consolidation Scheme Extract.
- (b) The said Mr. Sadsahiv Bhau Satav expired intestate on 15/6/1994 leaving behind his legal heirs namely (i) Mr. Ankush Sadashiv Satav son, (ii) Mr. Dattatraya Sadashiv Satav son, (iii) Mr. Vishnu Sadashiv Satav son, (iv) Mr. Balu Sadashiv Satav son, (v) Mr. Ramchandra Sadashiv Satav son, (vi) Mrs. Shakuntala Dattatraya Khese daughter and (vii) Smt. Mathubai Sadashiv Satav widow. Pursuant thereto the names of the said legal heirs were mutated in the revenue records vide mutation entry no. 3593.
- (c) The said Mr. Balasaheb Sadashiv Satav expired on 22/4/1997 leaving behind his legal heirs namely (i) Mr. Gaurav Balasaheb Satav son, (ii) Mr. Vikas Balasaheb Satav son and (iii) Smt. Champavati Balasaheb Satav widow. Pursuant thereto the names of the said legal heirs were mutated in the revenue records vide mutation entry no. 6223.
- By a Development Agreement dated 10/7/2006 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 4878/2006, the said Shri. Ankush Sadashiv Satav, Sou. Mangal Ankush Satav, Sou. Anita Shankar alias Sharad Nimhan, Sou. Kalyani Shailendra Shinde, Shri. Mohan Ankush Satav, Sou. Shakuntala Dattatraya Khese, Shri. Dattatraya Sadashiv Satav, Sou. Seema Dattatraya Satav, Shri. Amit Dattatraya Satav, Ms. Priyanka Dattatraya Satav, Shri. Vishnu Sadashiv Satav, Sou. Pramila Vishnu Satav, Mr. Prachit Vishnu Satav, Master. Sanket Vishnu Satav, Smt. Champabai alias Champavati Balasaheb Satav, Shri. Gaurav Balasaheb Satav, Shri. Vikas Balasaheb Satav, Shri. Ramchandra Sadashiv alias Vishnu Satav, Sou. Lalita Ramchandra Satav, Smt. Mathubai Sadashiv Satav have entrusted unto and in favour of Mr. Hiraman Kashinath Kakade and Mr. Vijaykumar Baburao Sargar the exclusive development rights and authority to develop the said Gat Nos. 576 and 583 for consideration and on certain terms and conditions. Pursuant to the said Development Agreement, the Shri. Ankush Sadashiv Satav, Sou. Mangal Ankush Satav, Sou. Anita Shankar alias Sharad Nimhan, Sou. Kalyani Shailendra Shinde, Shri. Mohan Ankush Satav, Sou. Shakuntala Dattatraya Khese, Shri. Dattatraya Sadashiv Satav, Sou. Seema

Dattatraya Satav, Shri. Amit Dattatraya Satav, Ms. Priyanka Dattatraya Satav, Shri. Vishnu Sadashiv Satav, Sou. Pramila Vishnu Satav, Mr. Prachit Vishnu Satav, Master. Sanket Vishnu Satav, Smt. Champabai alias Champavati Balasaheb Satav, Shri. Gaurav Balasaheb Satav, Shri. Vikas Balasaheb Satav, Shri. Ramchandra Sadashiv alias Vishnu Satav, Sou. Lalita Ramchandra Satav, Smt. Mathubai Sadashiv Satav have also executed a Power of Attorney dated 10/7/2006 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 4879/2006 in favour of Mr. Hiraman Kashinath Kakade and Mr. Vijaykumar Baburao Sargar interalia vesting in them several powers and authorities to develop the said Gat Nos. 576 and 583.

#### (J) Gat No. 584 adm. 500 square metres

- (a) Pursuant to the Consolidation Scheme under the provisions of Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and pursuant to the order dated 6/3/1973 passed by the Deputy Director Town Planning, Pune and published in the Maharashtra Gazette on 29/3/1973 on page 845 (Part-1), the consolidation of all Survey Nos. in village Wagholi was effected on 31/3/1973 and all Survey Nos. were allotted fresh Gat Nos. Pursuant thereto Survey No. 82/13 was allotted Gat No. 584 admeasuring 5 Ares of village Wagholi and was to the allotted to Mr. Nivrutti Sopana Satav. The same is reflected vide mutation entry no. 1 and is also seen from the Consolidation Scheme Extract.
- **(b)** The name of Mr. Dhondiba Ramaji Satav was appearing in the other rights column. Pursuant to the Order passed by Tahasildar bearing no. SR/27/2011 dated 30/7/2011, the said name of Mr. Dhondiba Ramaji Satav and Mr. Kondiba Ramaji Satav was ordered to be deleted being hallow. Pursuant thereto the name of the said Mr. Dhondiba Ramaji Satav was deleted from the revenue records vide mutation entry no. 7708.
- (c) The said Mr. Nivrutti Sopana Satav expired intestate on 7/9/1980 leaving behind his legal heirs namely (i) Mr. Shivaji Nivrutti Satav son, (ii) Mr. Suresh Nivrutti Satav son, (iii) Mr. Ramesh Nivrutti Satav son, (iv) Mrs. Kaushabai Sopan Gaikwad daughter, (v) Mrs. Sulochana Ashok Botre daughter, (vi) Mrs. Manda Nandkishor Ingawale daughter, (vii) Mrs. Nira Tanaji Harpale daughter and (viii) Smt. Shahubai Nivrutti Satav widow. Pursuant thereto the names of the said legal heirs were mutated in the revenue records vide mutation entry no. 3474.
- (d) The said Satav family partitioned their agricultural lands in village Wagholi as per section 85 of the Maharashtra Land Revenue Code and pursuant to the Order bearing no. WATAP/SR/120/95 dated 19/9/1997, the said Gat No. 584 came to the exclusive share of Mr. Suresh Nivrutti Satav. Pursuant thereto the names of the other coowners were deleted from the revenue records vide mutation entry no. 6617.
- By a Development Agreement dated 7/7/2006 and registered with the office (e) of the Sub Registrar Haveli No. 7 at serial no. 4861/2006 read with the Deed of Correction dated 29/9/2007 and registered with the office of the Sub Registrar Haveli No. 8 at serial no. 8285/2007, the said Shri. Suresh Nivrutti Satav, Sou. Vimal Suresh Satav have entrusted unto and in favour of Shri. Hiraman Kashinath Kakade and Shri. Vijaykumar B. Sargar the exclusive development rights and authority to develop the said Gat Nos. 584 and 597 for consideration and on certain terms and conditions. Pursuant to the said Development Agreement, the said Shri. Suresh Nivrutti Satav, Sou. Vimal Suresh Satav have also executed Powers of Attorney dated 7/7/2006 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 4862/2006 read with the Deed of Correction dated 29/9/2007 and registered with the office of the Sub Registrar Haveli No. 8 at serial no. 8286/2007 in favour of Shri. Hiraman Kashinath Kakade and Shri. Vijaykumar B. Sargar interalia vesting in them several powers and authorities to develop the said Gat Nos. 584 and 597.

#### (K) Gat No. 585 adm. 400 square metres

- (a) Pursuant to the Consolidation Scheme under the provisions of Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and pursuant to the order dated 6/3/1973 passed by the Deputy Director Town Planning, Pune and published in the Maharashtra Gazette on 29/3/1973 on page 845 (Part-1), the consolidation of all Survey Nos. in village Wagholi was effected on 31/3/1973 and all Survey Nos. were allotted fresh Gat Nos. Pursuant thereto Gat No. 585 admeasuring 4 Ares of village Wagholi was allotted to Mr. Babu Ramji Satav. The same is reflected vide mutation entry no. 1 and is also seen from the Consolidation Scheme Extract.
- **(b)** The name of Mr. Kondiba Ramaji Satav was appearing in the other rights column. Pursuant to the Order passed by Tahasildar bearing no. SR/27/2011 dated 30/7/2011, the said name of Mr. Dhondiba Ramaji Satav and Mr. Kondiba Ramaji Satav was ordered to be deleted being hallow. Pursuant thereto the name of the said Mr. Kondiba Ramaji Satav was deleted from the revenue records vide mutation entry no. 7708.
- (c) The said Mr. Babu Ramji Satav expired intestate on 19/11/1976 leaving behind his legal heirs namely (i) Mrs. Narmadabai Vitthoba Hargude daughter, (ii) Mrs. Lilabai Somnath Khandave daughter, (iii) Mrs. Dwarkabai Pandurang Zambre daughter and (iv) Smt. Tanhubai Baburao Satav widow. Pursuant thereto the names of the said legal heirs were mutated in the revenue records vide mutation entry no. 140.
- (d) The said Smt. Tanhubai Baburao Satav expired intestate on 3/9/1990 and prior to the death of the said Smt. Tanhubai Baburao Satav, the said Mrs. Narmadabai Vitthoba Hargude had predeceased her, interalia now leaving behind them their legal heirs namely (i) Mr. Balasaheb Vitthal Hargude son of predeceased daughter Narmadabai, (ii) Mrs. Hirabai Dhondiba Kakade daughter of predeceased daughter Narmadabai, (iii) Mr. Ramdas Vitthal Hargude son of predeceased daughter Narmadabai, (iv) Mrs. Lilabai Somnath Khandave daughter and (v) Mrs. Dwarkabai Pandurang Zambre daughter. Pursuant thereto the names of the said legal heirs were mutated in the revenue records vide mutation entry no. 2054.
- (e) By a Development Agreement dated 22/5/2006 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 3606/2006, the said Sou. Lilabai Somnath Khandave, Sou. Dwarkabai Pandurang Zambre, Shri. Balasaheb Vitthal alias Vitthoba Hargude, Smt. Ramdas Vitthal alias Vitthoba Hargude, Smt. Baidabai alias Hirabai Dhondiba Kakade have entrusted unto and in favour of Shri. Hiraman Kashinath Kakade and Shri. Vijaykumar B. Sargar the exclusive development rights and authority to develop the said Gat No. 585 for consideration and on certain terms and conditions. Pursuant to the said Development Agreement, the said Sou. Lilabai Somnath Khandave, Sou. Dwarkabai Pandurang Zambre, Shri. Balasaheb Vitthal alias Vitthoba Hargude, Shri. Ramdas Vitthal alias Vitthoba Hargude, Smt. Baidabai alias Hirabai Dhondiba Kakade have also executed a Power of Attorney dated 22/5/2006 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 3607/2006 in favour of Shri. Hiraman Kashinath Kakade and Shri. Vijaykumar B. Sargar interalia vesting in them several powers and authorities to develop the said Gat No. 585.

## (L) Gat No. 586 adm. 1400 square metres

(a) Pursuant to the Consolidation Scheme under the provisions of Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and pursuant to the order dated 6/3/1973 passed by the Deputy Director Town Planning, Pune and published in the Maharashtra Gazette on 29/3/1973 on page 845 (Part-1), the consolidation of all Survey Nos. in village Wagholi was effected on 31/3/1973 and all Survey Nos. were allotted fresh Gat Nos. Pursuant thereto Survey No. 82/17 was allotted Gat No. 586 admeasuring 14 Ares of village Wagholi and was allotted to Mr. Genu Bhau Satav. The same is reflected vide mutation entry no. 1 and is also seen from the Consolidation Scheme Extract.

- **(b)** The said Mr. Genu Bhau Satav expired leaving behind his legal heirs namely (i) Mr. Chandrakant Genu Satav son, (ii) Mrs. Suman Maruti Bahirat daughter and (iii) Mrs. Kamal Kailash Khandave daughter. It appears that the said Mr. Genu Bhau Satav during his lifetime had executed his Last Will and Testament dated 1/6/1994 and registered with the office of the Sub Registrar Haveli at serial no. 3719/1994 and whereby he has bequeathed all his property unto and in favour of his son Mr. Chandrakant Genu Satav vide mutation entry no. 3979.
- (c) By a Sale Deed dated 19/4/2001 and registered at the office of the Sub Registrar Haveli at serial no. 1102/2001 the said Mr. Chandrakant Genu Satav has with the consent of Mrs. Suman Maruti Bahirat and Mrs. Kamal Kailash Khandave have absolutely sold and conveyed the said Gat No. 586 unto and in favour of Mr. Balasaheb Sakharam Lokhare for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 777.
- (d) By a Development Agreement dated 24/4/2006 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 2825/2006, the said Mr. Balasaheb Sakharam Lokhare has entrusted unto and in favour of Mr. Santosh Mansukhlal Katariya the exclusive development rights and authority to develop the said Gat No. 586 for consideration and on certain terms and conditions. Pursuant to the said Development Agreement, the Mr. Balasaheb Sakharam Lokhare has also executed a Power of Attorney dated 24/4/2006 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 2826/2006 in favour of Mr. Santosh Mansukhlal Katariya interalia vesting in him several powers and authorities to develop the said Gat No. 586.
- By a Development Agreement dated 8/2/2007 and duly registered with the office of the Sub Registrar Haveli No. 7 at serial no. 1376/2007, the said Mr. Maruti Sahadu Satav, Sou. Sushila Suresh Satav, Shri. Kantaram Maruti Satav, Sou. Rohini Kantaram Satav, Shri. Prakash Maruti Satav, Shri. Vikram Dnyanoba Satav, Shri. Swapnil Suresh Satav, Shri. Rahul Kantaram Satav, Shri. Vinayak Prakash Satav, Smt. Yamunabai Prabhakar Bhadale (owners of Gat No. 574), Shri. Gulab Maruti Satav, Shri. Ramrao Maruti Satav, Mr. Amrut Maruti Satav, Smt. Chandrabhaga Dnyanoba alias Dnyaneshwar Satav, Shri. Sandip Dnyanoba alias Dnyaneshwar Satav, Shri. Sachin Dnyanoba alias Dnyaneshwar Satav, (owners of 5 Ares out of Gat No. 596), Sou. Hirabai Haribhau Bhadale (owner of Gat No. 582), Shri. Shivaji Damu Satav, Shri. Sandip Shivaji Satav, Shri. Pradip Shivaji Satav (owners of Gat No. 580) and Mr. Balasaheb Sakharam Lokhare (owner of Gat No. 586) have under the instructions and directions and consent of Mr. Santosh Mansukhlal Katariya and Mr. Ganesh Trimbak Bedre have granted, assigned and transferred unto and in favour of Mr. Hiraman Kashinath Kakade and Mr. Vijaykumar B. Sargar the exclusive development rights and authority to develop the said Gat Nos. 574, 580, 582, 586 and 596 for consideration and on certain terms and conditions. Pursuant to the Development Agreement, the said Mr. Maruti Sahadu Satav, Sou. Sushila Suresh Satav, Shri. Kantaram Maruti Satav, Sou. Rohini Kantaram Satav, Shri. Prakash Maruti Satav, Shri. Vikram Dnyanoba Satav, Shri. Swapnil Suresh Satav, Shri. Rahul Kantaram Satav, Shri. Vinayak Prakash Satav, Smt. Yamunabai Prabhakar Bhadale (owners of Gat No. 574), Shri. Gulab Maruti Satav, Shri. Ramrao Maruti Satav, Mr. Amrut Maruti Satav, Smt. Chandrabhaga Dnyanoba alias Dnyaneshwar Satav, Shri. Sandip Dnyanoba alias Dnyaneshwar Satav, Shri. Sachin Dnyanoba alias Dnyaneshwar Satav, (owners of Gat No. 5 Ares out of Gat No. 596), Sou. Hirabai Haribhau Bhadale (owner of Gat No. 582), Shri. Shivaji Damu Satav, Shri. Sandip Shivaji Satav, Shri. Pradip Shivaji Satav (owners of Gat No. 580) and Mr. Balasaheb Sakharam Lokhare (owner of Gat No. 586) and Mr. Santosh Mansukhlal Katariya and Mr. Ganesh Trimbak Bedre have executed a Power of Attorney dated 8/2/2007 and registered with the office of the Sub Registrar Haveli No. 7 at serial 1377/2007 in favour of Mr. Hiraman Kashinath Kkaade and Mr. Vijaykumar B. Sargar interalia vesting in them several powers and authorities to develop the said Gat Nos. 574, 580, 582, 586 and 596.

## (M) Gat No. 587 adm. 800 square metres

- (a) Pursuant to the Consolidation Scheme under the provisions of Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and pursuant to the order dated 6/3/1973 passed by the Deputy Director Town Planning, Pune and published in the Maharashtra Gazette on 29/3/1973 on page 845 (Part-1), the consolidation of all Survey Nos. in village Wagholi was effected on 31/3/1973 and all Survey Nos. were allotted fresh Gat Nos. Pursuant thereto Survey No. 82/18 was allotted Gat No. 587 admeasuring 8 Ares of village Wagholi and was to the allotted to Mr. Vitthoba Bala Satav. The same is reflected vide mutation entry no. 1 and is also seen from the Consolidation Scheme Extract.
- By a Development Agreement dated 7/6/2006 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 4042/2006, the said Mr. Vitthoba Bala Satav, Smt. Subhadra Sadashiv Tapkir, Smt. Balubai alias Ratnabai Kundalik Ghule, Shri. Baban Rambhau Satav, Sou. Baidabai Baban Satav, Shri. Suresh Baban Satav, Shri. Narsimha alias Narsingh Baban Satav, Sou. Parubai Baban alias Kailash Satav, Shri. Kailash Rambhau Satav, Shri. Rahul Kailash Satav, Sou. Kantabai Vilas Satav, Shri. Vilas Rambhau Satav, Shri. Tushar Vilas Satav, Smt. Yashodabai Rambhau Satav have entrusted unto and in favour of Shri. Hiraman Kashinath Kakade and Shri. Vijaykumar B. Sargar, the exclusive development rights and authority to develop the said Gat Nos. 587, 589, 595 and portion admeasuring 00.50 Ares out of Gat No. 575 for consideration and on certain terms and conditions. Pursuant to the said Development Agreement, the Mr. Vitthoba Bala Satav, Smt. Subhadra Sadashiv Tapkir, Smt. Balubai alias Ratnabai Kundalik Ghule, Shri. Baban Rambhau Satav, Sou. Baidabai Baban Satav, Shri. Suresh Baban Satav, Shri. Narsimha alias Narsingh Baban Satav, Sou. Parubai Baban alias Kailash Satav, Shri. Kailash Rambhau Satav, Shri. Rahul Kailash Satav, Sou. Kantabai Vilas Satav, Shri. Vilas Rambhau Satav, Shri. Tushar Vilas Satav, Smt. Yashodabai Rambhau Satav have also executed a Power of Attorney dated 7/6/2006 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 4043/2006 in favour of Shri. Hiraman Kashinath Kakade and Shri. Vijaykumar B. Sargar, interalia vesting in them several powers and authorities to develop the said Gat Nos. 587, 589, 595 and portion admeasuring 00.50 Ares out of Gat No. 575.
- (c) The said Mr. Vitthoba Bala Satav expired intestate on 7/2/2008 leaving behind his legal heirs namely (i) Smt. Subhadra Sadashiv Tapkir daughter and (ii) Smt. Ratanbai Kundalik Ghule daughter. Pursuant thereto the names of the legal heirs were mutated in the revenue records vide mutation entry no. 4201.

#### (N) Gat No. 588 adm. 800 square metres

- (a) Pursuant to the Consolidation Scheme under the provisions of Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and pursuant to the order dated 6/3/1973 passed by the Deputy Director Town Planning, Pune and published in the Maharashtra Gazette on 29/3/1973 on page 845 (Part-1), the consolidation of all Survey Nos. in village Wagholi was effected on 31/3/1973 and all Survey Nos. were allotted fresh Gat Nos. Pursuant thereto Gat No. 588 admeasuring 8 Ares of village Wagholi was allotted to Mr. Namdeo Bala Satav. The same is reflected vide mutation entry no. 1 and is also seen from the Consolidation Scheme Extract.
- (b) The said Mr. Namdeo Bala Satav expired intestate on 31/8/1984 leaving behind his legal heirs namely (i) Mr. Gulab Namdeo Satav son, (ii) Mr. Somnath Gulab Satav son, (iii) Mr. Kisan Namdeo Satav son, (iv) Mrs. Sitabai Nivrutti Tapkir daughter, (v) Mrs. Mandakini Gulab Khandave daughter and (vi) Smt. Gangubai Namdeo Satav widow. Pursuant thereto the said Mrs. Sitabai Nivrutti Tapkir and Mrs. Mandakini Gulab Khandave have released and relinquished their rights and interest in the said Gat No. 588 by giving necessary statements before the concerned authorities and hence the names of the remaining legal heirs were mutated in the revenue records vide mutation entry no. 947.
- (c) By a Development Agreement dated 4/1/2008 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 132/2008, the said Shri. Gulab

Namdeo Satav, Sou. Jaibai Gulab Satav, Shri. Sahebrao Gulab Satav, Sou. Manisha Sahebrao Satav, Master. Sumit Sahebrao Satav, Master. Rohit Sahebrao Satav, Sou. Vandana Gulab Satav, Shri. Navnath Gulab Satav, Sou. Hema Navnath Satav, Ms. Samiksha Navnath Satav, Shri. Somnath Namdeo Satav, Sou. Baidyabai Somnath Satav, Ms. Manisha Somnath Satav, Shri. Narayan Somnath Satav, Shri. Pandurang Somnath Satav, Shri. Kisan Namdeo Satav, Sou. Rajashree Kisan Satav, Shri. Nikhil Kisan Satav, Ms. Harshal Kisan Satav, Smt. Gangubai Namdeo Satav and Sou. Manda Gulab Khandave have entrusted unto and in favour of M/s. Universal Properties and Infrastructures the exclusive development rights and authority to develop the said Gat Nos. 588 and 590 for consideration and on certain terms and conditions. Pursuant to the said Development Agreement, the said Shri. Gulab Namdeo Satav, Sou. Jaibai Gulab Satav, Shri. Sahebrao Gulab Satav, Sou. Manisha Sahebrao Satav, Master. Sumit Sahebrao Satav, Master. Rohit Sahebrao Satav, Sou. Vandana Gulab Satav, Shri. Navnath Gulab Satav, Sou. Hema Navnath Satav, Ms. Samiksha Navnath Satav, Shri. Somnath Namdeo Satav, Sou. Baidyabai Somnath Satav, Ms. Manisha Somnath Satav, Shri. Narayan Somnath Satav, Shri. Pandurang Somnath Satav, Shri. Kisan Namdeo Satav, Sou. Rajashree Kisan Satav, Shri. Nikhil Kisan Satav, Ms. Harshal Kisan Satav, Smt. Gangubai Namdeo Satav and Sou. Manda Gulab Khandave have also executed a Power of Attorney dated 4/1/2008 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 133/2008 in favour of nominees and partners of M/s. Universal Properties and Infrastructures interalia vesting in them several powers and authorities to develop the said Gat Nos. 588 and 590.

## (O) Gat No. 589 adm. 200 square metres

- (a) Pursuant to the Consolidation Scheme under the provisions of Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and pursuant to the order dated 6/3/1973 passed by the Deputy Director Town Planning, Pune and published in the Maharashtra Gazette on 29/3/1973 on page 845 (Part-1), the consolidation of all Survey Nos. in village Wagholi was effected on 31/3/1973 and all Survey Nos. were allotted fresh Gat Nos. Pursuant thereto Survey No. 82/16 was allotted Gat No. 589 admeasuring 2 Ares of village Wagholi and was to the allotted to Mr. Rambhau Bala Satav. The same is reflected vide mutation entry no. 1 and is also seen from the Consolidation Scheme Extract.
- (b) The said Mr. Rambhau Bala Satav expired intestate on 20/11/1984 leaving behind his legal heirs namely (i) Mr. Baban Rambhau Satav son, (ii) Mr. Kailash Rambhau Satav son, (iii) Mr. Vilas Rambhau Satav son, (iv) Mrs. Vimal Popat Hargude daughter, (v) Mrs. Kamal Kaluram Gade daughter and (vi) Smt. Yashodabai Rambhau Satav widow. It appears that the said Mrs. Vimal Popat Hargude and Mrs. Kamal Kaluram Gade have released and relinquished their rights and interest in the said Gat No. 589 by giving the necessary statements to the concerned authorities. Pursuant thereto the names of and hence the names the said Mr. Baban Rambhau Satav, Mr. Kailash Rambhau Satav, Mr. Vilas Rambhau Satav and Smt. Yashodabai Rambhau Satav were mutated in the revenue records vide mutation entry no. 1257.
- (c) By a Development Agreement dated 7/6/2006 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 4042/2006, the said Mr. Vitthoba Bala Satav, Smt. Subhadra Sadashiv Tapkir, Smt. Balubai alias Ratnabai Kundalik Ghule, Shri. Baban Rambhau Satav, Sou. Baidabai Baban Satav, Shri. Suresh Baban Satav, Shri. Narsimha alias Narsingh Baban Satav, Sou. Parubai Baban alias Kailash Satav, Shri. Kailash Rambhau Satav, Shri. Rahul Kailash Satav, Sou. Kantabai Vilas Satav, Shri. Vilas Rambhau Satav, Shri. Tushar Vilas Satav and Smt. Yashodabai Rambhau Satav have entrusted unto and in favour of Shri. Hiraman Kashinath Kakade and Shri. Vijaykumar B. Sargar, the exclusive development rights and authority to develop the said Gat Nos. 587, 589, 595 and portion admeasuring 00.50 Ares out of Gat No. 575 for consideration and on certain terms and conditions. Pursuant to the said Development Agreement, the Mr. Vitthoba Bala Satav, Smt. Subhadra Sadashiv Tapkir, Smt. Balubai alias Ratnabai Kundalik Ghule, Shri. Baban Rambhau

Satav, Sou. Baidabai Baban Satav, Shri. Suresh Baban Satav, Shri. Narsimha alias Narsingh Baban Satav, Sou. Parubai Baban alias Kailash Satav, Shri. Kailash Rambhau Satav, Shri. Rahul Kailash Satav, Sou. Kantabai Vilas Satav, Shri. Vilas Rambhau Satav, Shri. Tushar Vilas Satav and Smt. Yashodabai Rambhau Satav have also executed a Power of Attorney dated 7/6/2006 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 4043/2006 in favour of Shri. Hiraman Kashinath Kakade and Shri. Vijaykumar B. Sargar, interalia vesting in them several powers and authorities to develop the said Gat Nos. 587, 589, 595 and portion admeasuring 00.50 Ares out of Gat No. 575.

## (P) Gat No. 590 adm. 300 square metres

- (a) Pursuant to the Consolidation Scheme under the provisions of Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and pursuant to the order dated 6/3/1973 passed by the Deputy Director Town Planning, Pune and published in the Maharashtra Gazette on 29/3/1973 on page 845 (Part-1), the consolidation of all Survey Nos. in village Wagholi was effected on 31/3/1973 and all Survey Nos. were allotted fresh Gat Nos. Pursuant thereto Gat No. 590 admeasuring 3 Ares of village Wagholi was allotted to Mr. Namdeo Bala Satav. The same is reflected vide mutation entry no. 1 and is also seen from the Consolidation Scheme Extract.
- (b) The said Mr. Namdeo Bala Satav expired intestate on 31/8/1984 leaving behind his legal heirs namely (i) Mr. Gulab Namdeo Satav son, (ii) Mr. Somnath Gulab Satav son, (iii) Mr. Kisan Namdeo Satav son, (iv) Mrs. Sitabai Nivrutti Tapkir daughter, (v) Mrs. Mandakini Gulab Khandave daughter and (vi) Smt. Gangubai Namdeo Satav widow. Pursuant thereto the said Mrs. Sitabai Nivrutti Tapkir and Mrs. Mandakini Gulab Khandave have released and relinquished their rights and interest in the said Gat No. 590 by giving necessary statements before the concerned authorities and hence the names of the remaining legal heirs were mutated in the revenue records vide mutation entry no. 947.
- By a Development Agreement dated 4/1/2008 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 132/2008, the said Shri. Gulab Namdeo Satav, Sou. Jaibai Gulab Satav, Shri. Sahebrao Gulab Satav, Sou. Manisha Sahebrao Satav, Master. Sumit Sahebrao Satav, Master. Rohit Sahebrao Satav, Sou. Vandana Gulab Satav, Shri. Navnath Gulab Satav, Sou. Hema Navnath Satav, Ms. Samiksha Navnath Satav, Shri. Somnath Namdeo Satav, Sou. Baidyabai Somnath Satav, Ms. Manisha Somnath Satav, Shri. Narayan Somnath Satav, Shri. Pandurang Somnath Satav, Shri. Kisan Namdeo Satav, Sou. Rajashree Kisan Satav, Shri. Nikhil Kisan Satav, Ms. Harshal Kisan Satav, Smt. Gangubai Namdeo Satav and Sou. Manda Gulab Khandave have entrusted unto and in favour of M/s. Universal Properties and Infrastructures the exclusive development rights and authority to develop the said Gat Nos. 588 and 590 for consideration and on certain terms and conditions. Pursuant to the said Development Agreement, the said Shri. Gulab Namdeo Satav, Sou. Jaibai Gulab Satav, Shri. Sahebrao Gulab Satav, Sou. Manisha Sahebrao Satav, Master. Sumit Sahebrao Satav, Master. Rohit Sahebrao Satav, Sou. Vandana Gulab Satav, Shri. Navnath Gulab Satav, Sou. Hema Navnath Satav, Ms. Samiksha Navnath Satav, Shri. Somnath Namdeo Satav, Sou. Baidyabai Somnath Satav, Ms. Manisha Somnath Satav, Shri. Narayan Somnath Satav, Shri. Pandurang Somnath Satav, Shri. Kisan Namdeo Satav, Sou. Rajashree Kisan Satav, Shri. Nikhil Kisan Satav, Ms. Harshal Kisan Satav, Smt. Gangubai Namdeo Satav and Sou. Manda Gulab Khandave have also executed a Power of Attorney dated 4/1/2008 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 133/2008 in favour of nominees and partners of M/s. Universal Properties and Infrastructures interalia vesting in them several powers and authorities to develop the said Gat Nos. 588 and 590.

## (Q) Gat No. 594 adm. 400 square metres

(a) Pursuant to the Consolidation Scheme under the provisions of Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and pursuant

to the order dated 6/3/1973 passed by the Deputy Director Town Planning, Pune and published in the Maharashtra Gazette on 29/3/1973 on page 845 (Part-1), the consolidation of all Survey Nos. in village Wagholi was effected on 31/3/1973 and all Survey Nos. were allotted fresh Gat Nos. Pursuant thereto Gat No. 594 admeasuring 4 Ares of village Wagholi was allotted to Mr. Uttam Tatyaba Satav. The same is reflected vide mutation entry no. 1 and is also seen from the Consolidation Scheme Extract.

- (b) By a Development Agreement dated 12/9/2007 and registered with the office of the Sub Registrar Haveli No. 20 at serial no. 8805/2007, the Mr. Uttam Tatyaba Satav, Mrs. Sakhubai Uttam Satav, Mrs. Sangeeta Ashok Patil, Mrs. Savita Dhananjay Galande, Ms. Kavita Uttam Satav and Mr. Swapnil Uttam Satav have granted the exclusive development rights and authority to develop the said Gat No. 594 and 612 unto and in favour of the M/s. Emaarat Holdings for consideration and on certain terms and conditions. Pursuant thereto Mr. Uttam Tatyaba Satav, Mrs. Sakhubai Uttam Satav, Mrs. Sangeeta Ashok Patil, Mrs. Savita Dhananjay Galande, Ms. Kavita Uttam Satav and Mr. Swapnil Uttam Satav have also executed a Power of Attorney dated 12/9/2007 and registered at the office of the Sub Registrar Haveli No. 20, Pune at serial no. 8806/2007 in favour of the nominees and partners of M/s. Emaarat Holdings interalia vesting in them several powers and authorities to develop the said Gat Nos. 594 and 612.
- (c) By a Deed of Sale dated 4/8/2008 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 5551/2008, the said Mr. Uttam Tatyaba Satav, Mrs. Sakhubai Uttam Satav, Mrs. Sangeeta Ashok Patil, Mrs. Savita Dhananjay Galande, Ms. Kavita Uttam Satav and Mr. Swapnil Uttam Satav have absolutely sold and conveyed the said Gat Nos. 594 and 612 unto and in favour of one Mr. Dhananjay Chandrakant Galande for a consideration of Rs. 41,81,000/- and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 3862.

## (R) Gat No. 595 adm. 900 square metres

- (a) Pursuant to the Consolidation Scheme under the provisions of Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and pursuant to the order dated 6/3/1973 passed by the Deputy Director Town Planning, Pune and published in the Maharashtra Gazette on 29/3/1973 on page 845 (Part-1), the consolidation of all Survey Nos. in village Wagholi was effected on 31/3/1973 and all Survey Nos. were allotted fresh Gat Nos. Pursuant thereto Survey No. 82/18C was allotted Gat No. 595 admeasuring 9 Ares of village Wagholi and was to the allotted to Mr. Rambhau Bala Satav. The same is reflected vide mutation entry no. 1 and is also seen from the Consolidation Scheme Extract.
- (b) The said Mr. Rambhau Bala Satav expired intestate on 20/11/1984 leaving behind his legal heirs namely (i) Mr. Baban Rambhau Satav son, (ii) Mr. Kailash Rambhau Satav son, (iii) Mr. Vilas Rambhau Satav son, (iv) Mrs. Vimal Popat Hargude daughter, (v) Mrs. Kamal Kaluram Gade daughter and (vi) Smt. Yashodabai Rambhau Satav widow. It appears that the said Mrs. Vimal Popat Hargude and Mrs. Kamal Kaluram Gade have released and relinquished their rights and interest in the said Gat No. 595 by giving the necessary statements to the concerned authorities. Pursuant thereto the names of and hence the names the said Mr. Baban Rambhau Satav, Mr. Kailash Rambhau Satav, Mr. Vilas Rambhau Satav and Smt. Yashodabai Rambhau Satav were mutated in the revenue records vide mutation entry no. 1257.
- (c) By a Development Agreement dated 7/6/2006 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 4042/2006, the said Mr. Vitthoba Bala Satav, Smt. Subhadra Sadashiv Tapkir, Smt. Balubai alias Ratnabai Kundalik Ghule, Shri. Baban Rambhau Satav, Sou. Baidabai Baban Satav, Shri. Suresh Baban Satav, Shri. Narsimha alias Narsingh Baban Satav, Sou. Parubai Baban alias Kailash Satav, Shri. Kailash Rambhau Satav, Shri. Rahul Kailash Satav, Sou. Kantabai Vilas Satav, Shri. Vilas Rambhau Satav, Shri. Tushar Vilas Satav and Smt. Yashodabai Rambhau Satav have entrusted unto and in favour of Shri. Hiraman Kashinath Kakade and

Shri. Vijaykumar B. Sargar, the exclusive development rights and authority to develop the said Gat Nos. 587, 589, 595 and portion admeasuring 00.50 Ares out of Gat No. 575 for consideration and on certain terms and conditions. Pursuant to the said Development Agreement, the Mr. Vitthoba Bala Satav, Smt. Subhadra Sadashiv Tapkir, Smt. Balubai alias Ratnabai Kundalik Ghule, Shri. Baban Rambhau Satav, Sou. Baidabai Baban Satav, Shri. Suresh Baban Satav, Shri. Narsimha alias Narsingh Baban Satav, Sou. Parubai Baban alias Kailash Satav, Shri. Kailash Rambhau Satav, Shri. Rahul Kailash Satav, Sou. Kantabai Vilas Satav, Shri. Vilas Rambhau Satav, Shri. Tushar Vilas Satav and Smt. Yashodabai Rambhau Satav have also executed a Power of Attorney dated 7/6/2006 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 4043/2006 in favour of Shri. Hiraman Kashinath Kakade and Shri. Vijaykumar B. Sargar, interalia vesting in them several powers and authorities to develop the said Gat Nos. 587, 589, 595 and portion admeasuring 00.50 Ares out of Gat No. 575.

#### (S) Gat No. 596 adm. 500 square metres

- (a) Pursuant to the Consolidation Scheme under the provisions of Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and pursuant to the order dated 6/3/1973 passed by the Deputy Director Town Planning, Pune and published in the Maharashtra Gazette on 29/3/1973 on page 845 (Part-1), the consolidation of all Survey Nos. in village Wagholi was effected on 31/3/1973 and all Survey Nos. were allotted fresh Gat Nos. Pursuant thereto Survey No. 82/21 was allotted Gat No. 596 admeasuring 5 Ares of village Wagholi and was to the allotted to Mr. Maruti Ramaji Satav Satav. The same is reflected vide mutation entry no. 1 and is also seen from the Consolidation Scheme Extract.
- **(b)** The said Mr. Maruti Ramaji Satav had obtained a loan to the tune of Rs. 3200/- from Canara Bank, Wagholi Branch on 21/12/1976 and hence the charge of the said bank was mutated in the other rights column vide mutation entry no. 141.
- (c) The said Mr. Maruti Ramaji Satav expired intestate on 2/5/1986 leaving behind his legal heirs namely (i) Mr. Gulab Maruti Satav son, (ii) Mr. Ramrao Maruti Satav son, (iii) Mr. Amrut Maruti Satav son, (iv) Mr. Sandeep Dnyanoba Satav grandson (son of predeceased son Mr. Dnyanoba), (v) Mr. Sachin Dnyanoba Satav grandson (son of predeceased son Mr. Dnyanoba), (vi) Smt. Chandrabhaga Dnyanoba Satav daughter in law (wife of predeceased son Mr. Dnyanoba), (vii) Mrs. Indubai Bapusaheb Undre daughter, (viii) Mrs. Kausalya Pathanraj Hargude daughter and (ix) Mrs. Yashoda Jijaba Hargude daughter. It further appears that the said Mrs. Indubai Bapusaheb Undre, Mrs. Kausalya Pathanraj Hargude and Mrs. Yashoda Jijaba Hargude have released and relinquished their rights and interest in the said Gat No. 596 by giving the necessary statements before the concerned authority. Pursuant thereto the names of the said Mr. Gulab Maruti Satav, Mr. Ramrao Maruti Satav, Mr. Amrut Maruti Satav, Mr. Sandeep Dnyanoba Satav, Mr. Sachin Dnyanoba Satav and Smt. Chandrabhaga Dnyanoba Satav were mutated in the revenue records vide mutation entry no. 1298.
- (d) By a Development Agreement dated 29/8/2006 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 6122/2006, the said Shri. Gulab Maruti Satav, Shri. Ramrao Maruti Satav, Mr. Amrut Maruti Satav, Smt. Chandrabhaga Dnyanoba alias Dnyaneshwar Satav, Shri. Sandip Dnyanoba alias Dnyaneshwar Satav, Shri. Sachin Dnyanoba alias Dnyaneshwar Satav have entrusted unto and in favour of Mr. Santosh Mansukhlal Katariya and Mr. Ganesh Trimbak Bedre the exclusive development rights and authority to develop the said Gat No. 596 for consideration and on certain terms and conditions. Pursuant to the said Development Agreement, the Shri. Gulab Maruti Satav, Shri. Ramrao Maruti Satav, Mr. Amrut Maruti Satav, Smt. Chandrabhaga Dnyanoba alias Dnyaneshwar Satav, Shri. Sachin Dnyanoba alias Dnyaneshwar Satav, Shri. Sachin Dnyanoba alias Dnyaneshwar Satav have also executed a Power of Attorney dated 29/8/2006 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 6123/2006 in favour of Mr. Santosh Mansukhlal Katariya and Mr. Ganesh Trimbak Bedre

interalia vesting in them several powers and authorities to develop the said Gat No. 596.

(e) By a Development Agreement dated 8/2/2007 and duly registered with the office of the Sub Registrar Haveli No. 7 at serial no. 1376/2007, the said Mr. Maruti Sahadu Satav, Sou. Sushila Suresh Satav, Shri. Kantaram Maruti Satav, Sou. Rohini Kantaram Satav, Shri. Prakash Maruti Satav, Shri. Vikram Dnyanoba Satav, Shri. Swapnil Suresh Satav, Shri. Rahul Kantaram Satav, Shri. Vinayak Prakash Satav, Smt. Yamunabai Prabhakar Bhadale (owners of Gat No. 574), Shri. Gulab Maruti Satav, Shri. Ramrao Maruti Satav, Mr. Amrut Maruti Satav, Smt. Chandrabhaga Dnyanoba alias Dnyaneshwar Satav, Shri. Sandip Dnyanoba alias Dnyaneshwar Satav, Shri. Sachin Dnyanoba alias Dnyaneshwar Satav, (owners of 5 Ares out of Gat No. 596), Sou. Hirabai Haribhau Bhadale (owner of Gat No. 582), Shri. Shivaji Damu Satav, Shri. Sandip Shivaji Satav, Shri. Pradip Shivaji Satav (owners of Gat No. 580) and Mr. Balasaheb Sakharam Lokhare (owner of Gat No. 586) have under the instructions and directions and consent of Mr. Santosh Mansukhlal Katariya and Mr. Ganesh Trimbak Bedre have granted, assigned and transferred unto and in favour of Mr. Hiraman Kashinath Kakade and Mr. Vijaykumar B. Sargar the exclusive development rights and authority to develop the said Gat Nos. 574, 580, 582, 586 and 596 for consideration and on certain terms and conditions. Pursuant to the Development Agreement, the said Mr. Maruti Sahadu Satav, Sou. Sushila Suresh Satav, Shri. Kantaram Maruti Satav, Sou. Rohini Kantaram Satav, Shri. Prakash Maruti Satav, Shri. Vikram Dnyanoba Satav, Shri. Swapnil Suresh Satav, Shri. Rahul Kantaram Satav, Shri. Vinayak Prakash Satav, Smt. Yamunabai Prabhakar Bhadale (owners of Gat No. 574), Shri. Gulab Maruti Satav, Shri. Ramrao Maruti Satav, Mr. Amrut Maruti Satav, Smt. Chandrabhaga Dnyanoba alias Dnyaneshwar Satav, Shri. Sandip Dnyanoba alias Dnyaneshwar Satav, Shri. Sachin Dnyanoba alias Dnyaneshwar Satav, (owners of Gat No. 5 Ares out of Gat No. 596), Sou. Hirabai Haribhau Bhadale (owner of Gat No. 582), Shri. Shivaji Damu Satav, Shri. Sandip Shivaji Satav, Shri. Pradip Shivaji Satav (owners of Gat No. 580) and Mr. Balasaheb Sakharam Lokhare (owner of Gat No. 586) and Mr. Santosh Mansukhlal Katariya and Mr. Ganesh Trimbak Bedre have executed a Power of Attorney dated 8/2/2007 and registered with the office of the Sub Registrar Haveli No. 7 at serial 1377/2007 in favour of Mr. Hiraman Kashinath Kakade and Mr. Vijaykumar B. Sargar interalia vesting in them several powers and authorities to develop the said Gat Nos. 574, 580, 582, 586 and 596.

## (T) Gat No. 597 adm. 500 square metres

- (a) Pursuant to the Consolidation Scheme under the provisions of Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and pursuant to the order dated 6/3/1973 passed by the Deputy Director Town Planning, Pune and published in the Maharashtra Gazette on 29/3/1973 on page 845 (Part-1), the consolidation of all Survey Nos. in village Wagholi was effected on 31/3/1973 and all Survey Nos. were allotted fresh Gat Nos. Pursuant thereto Survey No. 82/22 was allotted Gat No. 597 admeasuring 5 Ares of village Wagholi and was to the allotted to Mr. Nivrutti Sopana Satav. The same is reflected vide mutation entry no. 1 and is also seen from the Consolidation Scheme Extract.
- **(b)** The said Mr. Nivrutti Sopana Satav expired intestate on 7/9/1980 leaving behind his legal heirs namely (i) Mr. Shivaji Nivrutti Satav son, (ii) Mr. Suresh Nivrutti Satav son, (iii) Mr. Ramesh Nivrutti Satav son, (iv) Mrs. Kaushabai Sopan Gaikwad daughter, (v) Mrs. Sulochana Ashok Botre daughter, (vi) Mrs. Manda Nandkishor Ingawale daughter, (vii) Mrs. Nira Tanaji Harpale daughter and (viii) Smt. Shahubai Nivrutti Satav widow. Pursuant thereto the names of the said legal heirs were mutated in the revenue records vide mutation entry no. 3474.
- (c) The said Satav family partitioned their agricultural lands in village Wagholi as per section 85 of the Maharashtra Land Revenue Code and pursuant to the Order bearing no. WATAP/SR/120/95 dated 19/9/1997, the said Gat No. 597 came to the exclusive share of Mr. Suresh Nivrutti Satav. Pursuant thereto the names of the

other coowners were deleted from the revenue records vide mutation entry no. 6617.

(d) By a Development Agreement dated 7/7/2006 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 4861/2006 read with the Deed of Correction dated 29/9/2007 and registered with the office of the Sub Registrar Haveli No. 8 at serial no. 8285/2007, the said Shri. Suresh Nivrutti Satav, Sou. Vimal Suresh Satav have entrusted unto and in favour of Shri. Hiraman Kashinath Kakade and Shri. Vijaykumar B. Sargar the exclusive development rights and authority to develop the said Gat Nos. 584 and 597 for consideration and on certain terms and conditions. Pursuant to the said Development Agreement, the said Shri. Suresh Nivrutti Satav, Sou. Vimal Suresh Satav have also executed two Powers of Attorney dated 7/7/2006 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 4862/2006 and dated 29/9/2007 and registered with the office of the Sub Registrar Haveli No. 8 at serial no. 8286/2007 in favour of Shri. Hiraman Kashinath Kakade and Shri. Vijaykumar B. Sargar interalia vesting in them several powers and authorities to develop the said Gat Nos. 584 and 597.

#### (U) Gat No. 598 adm. 1400 square metres

- (a) Pursuant to the Consolidation Scheme under the provisions of Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and pursuant to the order dated 6/3/1973 passed by the Deputy Director Town Planning, Pune and published in the Maharashtra Gazette on 29/3/1973 on page 845 (Part-1), the consolidation of all Survey Nos. in village Wagholi was effected on 31/3/1973 and all Survey Nos. were allotted fresh Gat Nos. Pursuant thereto Survey No. 82/23 was allotted Gat No. 598 admeasuring 14 Ares of village Wagholi and was allotted to Mr. Sahebrao Rambhau Satav. The same is reflected vide mutation entry no. 1 and is also seen from the Consolidation Scheme Extract.
- By a Development Agreement dated 4/1/2008 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 130/2008, the said Shri. Sahebrao Rambahu Satav, Sou. Anjanabai Sahebrao Satav, Shri. Eknath Sahebrao Satav, Sou. Sashikala Eknath Satav, Shri. Mahesh Eknath Satav, Shri. Jagannath Sahebrao Satav, Sou. Rekha Jagannath Satav, Ms. Hemangi Jagannath Satav, Ms. Shubhangi Jagannath Satav, Master Bapu Jagannath Satav, Shri. Vishwanath Sahebrao Satav, Sou. Shalan Vishwanath Satav, Master Ganesh Vishwanath Satav, Master Vaibhav Vishwanath Satav, Master Omkar Vishwanath Satav, Sou. Rukhmini Pandurang Gajak (nee Rekha Sahebrao Satav), Sou. Shakuntala Vittal Deokar (nee Kusum Sahebrao Satav), Shri. Keshav Rambhau Satav, Sou. Phulabai Keshav Satav, Shri. Raghunath Keshav Satav, Sou. Mohini Raghunath Satav, Master Abhishek Raghunath Satav, Master Ajit Raghunath Satav, Shri. Machindranath Keshav Satav, Sou. Vaishali Machindranath Satav, Master Sahil Machindranath Satav, Ms. Avanti Machindranath Satav, Ms. Kalpana Keshav Satav, Ms. Suvarna Keshav Satav, Smt. Krishnabai Namdeo Magar, Smt. Yasubai Uttam Kanchan, Smt. Gajarabai Mahadeo Tapkir, Smt. Babubai Haribhau Kand, and Sou. Suman Maruti Kotwal have entrusted unto and in favour of M/s. Universal Properties and Infrastructures the exclusive development rights and authority to develop the said Gat Nos. 598, 579, 578 and 573 for consideration and on certain terms and conditions. Pursuant to the said Development Agreement, the Shri. Sahebrao Rambahu Satav, Sou. Anjanabai Sahebrao Satav, Shri. Eknath Sahebrao Satav, Sou. Sashikala Eknath Satav, Shri. Mahesh Eknath Satav, Shri. Jagannath Sahebrao Satav, Sou. Rekha Jagannath Satav, Ms. Hemangi Jagannath Satav, Ms. Shubhangi Jagannath Satav, Master Bapu Jagannath Satav, Shri. Vishwanath Sahebrao Satav, Sou. Shalan Vishwanath Satav, Master Ganesh Vishwanath Satav, Master Vaibhav Vishwanath Satav, Master Omkar Vishwanath Satav, Sou. Rukhmini Pandurang Gajak (nee Rekha Sahebrao Satav), Sou. Shakuntala Vittal Deokar (nee Kusum Sahebrao Satav), Shri. Keshav Rambhau Satav, Sou. Phulabai Keshav Satav, Shri. Raghunath Keshav Satav, Sou. Mohini Raghunath Satav, Master Abhishek Raghunath Satav, Master Ajit Raghunath Satav, Shri. Machindranath Keshav Satav, Sou. Vaishali Machindranath Satav, Master Sahil Machindranath Satav, Ms. Avanti

Machindranath Satav, Ms. Kalpana Keshav Satav, Ms. Suvarna Keshav Satav, Smt. Krishnabai Namdeo Magar, Smt. Yasubai Uttam Kanchan, Smt. Gajarabai Mahadeo Tapkir, Smt. Babubai Haribhau Kand, and Sou. Suman Maruti Kotwal have also executed a Power of Attorney dated 4/1/2008 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 131/2008 in favour of nominees and partners of M/s. Universal Properties and Infrastructures interalia vesting in them several powers and authorities to develop the said Gat Nos. 598, 579, 578 and 573.

### (V) Gat No. 612 adm. 1500 square metres

- (a) Pursuant to the Consolidation Scheme under the provisions of Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and pursuant to the order dated 6/3/1973 passed by the Deputy Director Town Planning, Pune and published in the Maharashtra Gazette on 29/3/1973 on page 845 (Part-1), the consolidation of all Survey Nos. in village Wagholi was effected on 31/3/1973 and all Survey Nos. were allotted fresh Gat Nos. Pursuant thereto Gat No. 612 admeasuring 15 Ares of village Wagholi was allotted to Mr. Uttam Tatyaba Satav. The same is reflected vide mutation entry no. 1 and is also seen from the Consolidation Scheme Extract.
- (b) There was a tagai loan appearing in the other rights column and pursuant to the Order passed by the Government of Maharashtra bearing no. TAG/1088, Pra.Kra.2214/M/11 dated 31/12/1988 read with the Order passed by the Collector, Pune bearing no. PKP/2492 dated 12/1/1989 read with the Order passed by the Tahasildar Haveli bearing no. TAGAI/vASHI/23/89 dated 23/1/1989, the said tagai charge was ordered to be deleted. Pursuant thereto the said tagai charge was deleted from the revenue records vide mutation entry no. 1725.
- (c) By a Development Agreement dated 12/9/2007 and registered with the office of the Sub Registrar Haveli No. 20 at serial no. 8805/2007, the Mr. Uttam Tatyaba Satav, Mrs. Sakhubai Uttam Satav, Mrs. Sangeeta Ashok Patil, Mrs. Savita Dhananjay Galande, Ms. Kavita Uttam Satav and Mr. Swapnil Uttam Satav have granted the exclusive development rights and authority to develop the said Gat No. 594 and 612 unto and in favour of the M/s. Emaarat Holdings for consideration and on certain terms and conditions. Pursuant thereto Mr. Uttam Tatyaba Satav, Mrs. Sakhubai Uttam Satav, Mrs. Sangeeta Ashok Patil, Mrs. Savita Dhananjay Galande, Ms. Kavita Uttam Satav and Mr. Swapnil Uttam Satav have also executed a Power of Attorney dated 12/9/2007 and registered at the office of the Sub Registrar Haveli No. 20, Pune at serial no. 8806/2007 in favour of the nominees and partners of M/s. Emaarat Holdings interalia vesting in them several powers and authorities to develop the said Gat Nos. 594 and 612.
- (d) By a Deed of Sale dated 4/8/2008 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 5551/2008, the said Mr. Uttam Tatyaba Satav, Mrs. Sakhubai Uttam Satav, Mrs. Sangeeta Ashok Patil, Mrs. Savita Dhananjay Galande, Ms. Kavita Uttam Satav and Mr. Swapnil Uttam Satav have absolutely sold and conveyed the said Gat Nos. 594 and 612 unto and in favour of one Mr. Dhananjay Chandrakant Galande for a consideration of Rs. 41,81,000/- and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 3862.

## Common documents for (A) to (V) hereinabove

(a) By a Development Agreement dated 21/3/2007 and registered with the office of the Sub Registrar Haveli No. 20 at serial no. 2851/2007, the said Mr. Maruti Sahadu Satav, Sou. Sushila Suresh Satav, Shri. Kantaram Maruti Satav, Sou. Rohini Kantaram Satav, Shri. Prakash Maruti Satav, Shri. Vikram Dnyanoba Satav, Shri. Swapnil Suresh Satav, Shri. Rahul Kantaram Satav, Shri. Vinayak Prakash Satav, Smt. Yamunabai Prabhakar Bhadale (owners of Gat No. 574), Shri. Gulab Maruti Satav, Shri. Ramrao Maruti Satav, Mr. Amrut Maruti Satav, Smt. Chandrabhaga Dnyanoba alias Dnyaneshwar Satav, Shri. Sandip Dnyanoba alias Dnyaneshwar Satav, Shri. Sachin Dnyanoba alias Dnyaneshwar Satav, (owners of 5 Ares out of Gat No. 596), Sou. Hirabai Haribhau Bhadale (owner of Gat No. 582), Shri. Shivaji

Damu Satav, Shri. Sandip Shivaji Satav, Shri. Pradip Shivaji Satav (owners of Gat No. 580), Mr. Balasaheb Sakharam Lokhare (owner of Gat No. 586), Shri. Ankush Sadashiv Satav, Sou. Mangal Ankush Satav, Sou. Anita Shankar alias Sharad Nimhan, Sou. Kalyani Shailendra Shinde, Shri. Mohan Ankush Satav, Sou. Shakuntala Dattatraya Khese, Shri. Dattatraya Sadashiv Satav, Sou. Seema Dattatraya Satav, Shri. Amit Dattatraya Satav, Ms. Priyanka Dattatraya Satav, Shri. Vishnu Sadashiv Satav, Sou. Pramila Vishnu Satav, Mr. Prachit Vishnu Satav, Master. Sanket Vishnu Satav, Smt. Champabai alias Champavati Balasaheb Satav, Shri. Gaurav Balasaheb Satav, Shri. Vikas Balasaheb Satav, Shri. Ramchandra Sadashiv alias Vishnu Satav, Sou. Lalita Ramchandra Satav, Smt. Mathubai Sadashiv Satav (owners of Gat Nos. 583 and 576), Shri. Suresh Nivrutti Satav, Sou. Vimal Suresh Satav, (owners of Gat Nos. 584 and 597), Mr. Vitthoba Bala Satav, Smt. Subhadra Sadashiv Tapkir, Smt. Balubai alias Ratnabai Kundalik Ghule, Shri. Baban Rambhau Satav, Sou. Baidabai Baban Satav, Shri. Suresh Baban Satav, Shri. Narsimha alias Narsingh Baban Satav, Sou. Parubai Baban alias Kailash Satav, Shri. Kailash Rambhau Satav, Shri. Rahul Kailash Satav, Sou. Kantabai Vilas Satav, Shri. Vilas Rambhau Satav, Shri. Tushar Vilas Satav, Smt. Yashodabai Rambhau Satav (owners of Gat Nos. 587, 589, 595 and 575), Sou. Lilabai Somnath Khandave, Sou. Dwarkabai Pandurang Zambre, Shri. Balasaheb Vitthal alias Vitthoba Hargude, Shri. Ramdas Vitthal alias Vitthoba Hargude, Smt. Baidabai alias Hirabai Dhondiba Kakade (owners of Gat No. 585), Shri. Shahaji Ramu Satav, Shri. Ashok Ramu Satav, Smt. Krishnabai Ramu Satav, Shri. Vishal Shahaji Satav, Shri. Amol Shahaji Satav, Shri. Mohan Ashok Satav, Sou. Alka Rohidas Gaikwad, Sou. Sandhya Sandip Khandave, Sou. Lata Sagar Rajguru, Sou. Suman Shahaji Satav, Sou. Ahiliyabai Ashok Satav (owners of Gat No. 581), have with the consent and confirmation and directions of (1a) Shri. Hiraman Kashinath Kakade, (1b) Shri. Vijaykumar B. Sargar, (2a) Shri. Akkiratanaya C. Reddy and (2b) Shri. Satya Udyan Bharati have entrusted unto and in favour of M/s. Emaarat Holdings, a duly registered partnership firm under the provisions of the Indian Partnership Act, 1932 through the hands of all of its Partners (1) Shri. Samir Saeedahmed Khan, (2) Shri. Hafeez Mohammadiqbal Shaikh, and (3) Shri. Parvez Gous Khan the exclusive development rights and authority to develop the said Gat Nos. 574, 580, 586, 582, 596, 583, 576, 584, 597, 587, 589, 595, 575(part), 585 and 581 for consideration and on certain terms and conditions. Pursuant to the said Development Agreement, the aforesaid owners along with (2a) Shri. Hiraman Kashinath Kakade, (2b) Shri. Vijaykumar B. Sargar, (3a) Shri. Akkiratanaya C. Reddy, (3b) Shri. Satya Udyan Bharati have also executed a Power of Attorney dated 21/3/2007 and registered with the office of the Sub Registrar Haveli No. 20 at serial no. 2852/2007 in favour of partners and nominees of M/s. Emaarat Holdings interalia vesting in them several powers and authorities to develop the said Gat Nos. 574, 580, 586, 582, 596, 583, 576, 584, 597, 587, 589, 595, 575(part), 585 and 581.

- (b) By a Single Joint Venture Agreement dated 5/10/2007 and registered with the office of the Sub Registrar Haveli No. 15 at serial no. 7532/2007, the said Emaarat Holdings and the said Omega Promoters Pvt. Ltd., Mr. Amarpal Singh and Mrs. Meenakshi Amarpal Singh have with the consent and confirmation of the erstwhile owners come together and formed a Joint Venture by the name and style of Omega Emraat and have agreed to jointly develop the said Gat Nos. 574, 580, 586, 582, 596, 583, 576, 587, 589, 595, 575 (part), 585, 581, 612 and 594 on certain terms and conditions as stated therein. Pursuant thereto the erstwhile owners of the said lands along with the said Emaarat Holdings have also executed in favour of the nominees of Mr. Amarpal Singh and Mrs. Meenakshi Singh a Power of Attorney dated 5/10/2007 and registered with the office of the Sub Registrar Haveli No. 15 at serial no. 7533/2007 interalia vesting in them several powers and authorities to develop the said Gat Nos. 574, 580, 586, 582, 596, 583, 576, 587, 589, 595, 575 (part), 585, 581, 612 and 594.
- (c) The said AOP Omega Emaarat did not commence the actual development of the said Gat Nos. 574, 580, 586, 582, 596, 583, 576, 587, 589, 595, 575 (part), 585,

- 581, 612 and 594 and in the meantime the Emaarat Holdings have obtained the development rights pertaining to Gat No. 584 and 597.
- (d) The said M/s. Universal Properties and Infrastructure have acquired the development rights pertaining to the said Gat Nos. 573, 578, 598, 588, 590 and 572 which were adjacent to lands being developed by the AOP Omega Emaarat.
- By a Single Joint Venture Agreement dated 18/3/2008 and registered with the office of the Sub Registrar Haveli No. 20 at serial no. 2799/2008, the M/s. Emaarat Holdings of the First Part, M/s. Universal Properties and Infrastructures of the Second Part and Omega Promoters Pvt. Ltd., Mr. Amarpal Singh and Mrs. Meenakshi Amarpal Singh of the Third Part have with the consent and confirmation of the erstwhile Owners have come together and formed a Joint Venture by the name and style of Omega Emaarat and have agreed to jointly develop the said Gat Nos. 574, 580, 586, 582, 596, 583, 576, 587, 589, 595, 575 (part), 585, 581, 612, 594, 584, 597, 572, 588, 590, 598, 579, 578 and 573 on certain terms and conditions as stated therein. Pursuant thereto the erstwhile owners of Gat Nos. 574, 580, 586, 582, 596, 583, 576, 587, 589, 595, 575 (part), 585, 581, 612, 594, 584, 597, 572, 588, 590, 598, 579, 578 and 573, along with the M/s. Emaarat Holdings, M/s. Universal Properties and Infrastructures herein have also executed in favour of Mr. Amarpal Singh and Mrs. Meenakshi Amarpal Singh a Power of Attorney dated 18/3/2008 and registered with the office of the Sub Registrar Haveli No. 20 at serial no. 2800/2008 interalia vesting in them several powers and authorities to develop the said Gat Nos. 574, 580, 586, 582, 596, 583, 576, 587, 589, 595, 575 (part), 585, 581, 612, 594, 584, 597, 572, 588, 590, 598, 579, 578 and 573.
- (f) In terms of the said Joint Venture Agreement dated 18/3/2008 the AOP Omega Emaarat had the said M/s. Emaarat Holdings, M/s. Universal Properties and Infrastructures and Omega Promoters Pvt. Ltd., Mr. Amarpal Singh and Mrs. Meenakshi Amarpal Singh as its constituents. By a Deed of Assignment dated 23/10/2009 and registered with the office of the Sub Registrar Haveli No. 20 at serial no. 6413/2009 the said M/s. Emaarat Holdings and M/s. Universal Properties and Infrastructures with the consent and confirmation of the erstwhile owners have assigned and transferred all their rights, title and benefits in the AOP Omega Emaarat by accepting monetary consideration in favour of Omega Promoters Private Limited, Mr. Amarpal Singh and Mrs. Meenkshi Singh in respect to the said Gat Nos. 574, 580, 586, 582, 596, 583, 576, 587, 589, 595, 575 (part), 585, 581, 612, 594, 584, 597, 572, 588, 590, 598, 579, 578 and 573.
- In terms of the said Deed of Assignment, the said M/s. Emaarat Holdings, M/s. Universal Properties and Infrastructures are obliged to cause to be executed a conveyance of the said Gat Nos. 586, 582, 580, 596, 583, 584, 597, 587, 589, 595, 575(part), 585, 581, 573, 578, 598, 588, 590 and 572 in favour of the said Mr. Amarpal Singh and Mrs. Meenakshi Singh being nominee and constituent of the AOP Omega Emaarat. It appears that in pursuance of the same by a Deed of Conveyance dated 23/10/2009 and registered with the office of the Sub Registrar Haveli No. 20 at serial no. 6411/2009, the said (1) Shri. Balasaheb Sakharam Lohakare, (2) Sou. Hirabai Haribhau Bhadale, (3a) Shri. Shivaji Damu Satav, (3b) Shri. Sandip Shivaji Satav, (3c) Shri. Pradip Shivaji Satav, (4a) Shri. Gulab Maruti Satav, (4b) Shri. Ramrao Maruti Satav, (4c) Mr. Amrut Maruti Satav, (4d) Smt. Chandrabhaga Dnyanoba alias Dnyaneshwar Satav, (4e) Shri. Sandip Dnyanoba alias Dnyaneshwar Satav, (4f) Shri. Sachin Dnyanoba alias Dnyaneshwar Satav, (5a) Shri. Ankush Sadashiv Satav, (5b) Sou. Mangal Ankush Satav, (5c) Sou. Anita Shankar alias Sharad Nimhan, (5d) Sou. Kalyani Shailendra Shinde, (5e) Shri. Mohan Ankush Satav, (5f) Sou. Shakuntala Dattatraya Khese, (5g) Shri. Dattatraya Sadashiv Satav, (5h) Sou. Seema Dattatraya Satav, (5i) Shri. Amit Dattatraya Satav, (5j) Ms. Priyanka Dattatraya Satav, (5k) Shri. Vishnu Sadashiv Satav, (5l) Sou. Pramila Vishnu Satav, (5m) Mr. Prachit Vishnu Satav, (5n) Master. Sanket Vishnu Satav, (5o) Smt. Champabai alias Champavati Balasaheb Satav, (5p) Shri. Gaurav Balasaheb Satav, (5q) Shri. Vikas Balasaheb Satav, (5r) Shri. Ramchandra Sadashiv alias Vishnu Satav, (5s) Sou. Lalita Ramchandra Satav, (5t) Smt. Mathubai Sadashiv Satav, (6a) Shri.

Suresh Nivrutti Satav, (6b) Sou. Vimal Suresh Satav, (7a) Smt. Subhadra Sadashiv Tapkir, (7b) Smt. Balubai alias Ratnabai Kundalik Ghule, (7c) Shri. Baban Rambhau Satav, (7d) Sou. Baidabai Baban Satav, (7e) Shri. Suresh Baban Satav, (7f) Shri. Narsimha alias Narsingh Baban Satav, (7g) Sou. Parubai Baban alias Kailash Satav, (7h) Shri. Kailash Rambhau Satav, (7i) Shri. Rahul Kailash Satav, (7j) Sou. Kantabai Vilas Satav, (7k) Shri. Vilas Rambhau Satav, (7l) Shri. Tushar Vilas Satav, (7m) Smt. Yashodabai Rambhau Satav, (8a) Sou. Lilabai Somnath Khandave, (8b) Sou. Dwarkabai Pandurang Zambre, (8c) Shri. Balasaheb Vitthal alias Vitthoba Hargude, (8d) Shri. Ramdas Vitthal alias Vitthoba Hargude, (8e) Smt. Baidabai alias Hirabai Dhondiba Kakade, (9a) Shri. Shahaji Ramu Satav, (9b) Shri. Ashok Ramu Satav, (9c) Smt. Krishnabai Ramu Satav, (9d) Shri. Vishal Shahaji Satav, (9e) Shri. Amol Shahaji Satav, (9f) Shri. Mohan Ashok Satav, (9g) Sou. Alka Rohidas Gaikwad, (9h) Sou. Sandhya Sandip Khandave, (9i) Sou. Lata Sagar Rajguru, (9j) Sou. Suman Shahaji Satav, (9k) Sou. Ahiliyabai Ashok Satav, (10a) Shri. Sahebrao Rambahu Satav, (10b) Sou. Anjanabai Sahebrao Satav, (10c) Shri. Eknath Sahebrao Satav, (10d) Sou. Sashikala Eknath Satav, (10e) Shri. Mahesh Eknath Satav, (10f) Shri. Jagannath Sahebrao Satav, (10g) Sou. Rekha Jagannath Satav, (10h) Ms. Hemangi Jagannath Satav, (10i) Ms. Shubhangi Jagannath Satav, (10j) Master Bapu Jagannath Satav, (10k) Shri. Vishwanath Sahebrao Satav, (10l) Sou. Shalan Vishwanath Satav, (10m) Master Ganesh Vishwanath Satav, (10n) Master Vaibhav Vishwanath Satav, (10o) Master Omkar Vishwanath Satav, (10p) Sou. Rukhmini Pandurang Gajak (nee Rekha Sahebrao Satav), (10q) Sou. Shakuntala Vittal Deokar (nee Kusum Sahebrao Satav), (10r) Shri. Keshav Rambhau Satav, (10s) Sou. Phulabai Keshav Satav, (10t) Shri. Raghunath Keshav Satav, (10u) Sou. Mohini Raghunath Satav, (10v) Master Abhishek Raghunath Satav, (10w) Master Ajit Raghunath Satav, (10x) Shri. Machindranath Keshav Satav, (10y) Sou. Vaishali Machindranath Satav, (10z) Master Sahil Machindranath Satav, (10aa) Ms. Avanti Machindranath Satav, (10ab) Ms. Kalpana Keshav Satav, (10ac) Ms. Suvarna Keshav Satav, (10ad) Smt. Krishnabai Namdeo Magar, (10ae) Smt. Yasubai Uttam Kanchan, (10af) Smt. Gajarabai Mahadeo Tapkir, (10ag) Smt. Babubai Haribhau Kand, (10ah) Sou. Suman Maruti Kotwal, (11a) Shri. Gulab Namdeo Satav, (11b) Sou. Jaibai Gulab Satav, (11c) Shri. Sahebrao Gulab Satav, (11d) Sou. Manisha Sahebrao Satav, (11e) Master. Sumit Sahebrao Satav, (11f) Master. Rohit Sahebrao Satav, (11g) Sou. Vandana Gulab Satav, (11h) Shri. Navnath Gulab Satav, (11i) Sou. Hema Navnath Satav, (11j) Ms. Samiksha Navnath Satav, (11k) Shri. Somnath Namdeo Satav, (11l) Sou. Baidyabai Somnath Satav, (11m) Ms. Manisha Somnath Satav, (11n) Shri. Narayan Somnath Satav, (11o) Shri. Pandurang Somnath Satav, (11p) Shri. Kisan Namdeo Satav, (11q) Sou. Rajashree Kisan Satav, (11r) Shri. Nikhil Kisan Satav, (11s) Ms. Harshal Kisan Satav, (11t) Smt. Gangubai Namdeo Satav, (11u) Sou. Manda Gulab Khandave, (12a) Shri. Dhondiba Dnyanoba Satav, (12b) Shri. Balasaheb Dnyanoba Satav, (12c) Shri. Gorakh Dnyanoba Satav, (12d) Shri. Jalindar Dnyanoba Satav, (12e) Sou. Yashodabai Dnyanoba Satav, (12f) Sou. Baidyabai Uttam Ghule, (12g) Sou. Saraswati Ashok Dhumal, (12h) Smt. Jaibai Mahadu Dareda (Darekar), (12i) Smt. Kamlabai Sahadu Khandve, (12j) Smt. Yamunabai Gulab Dhumal, (12k) Smt. Kausalyabai Rambhau Ghule as the Owners of the First Part, (1a) Shri. Santosh Mansukhlal Katariya, (1b) Shri. Ganesh Trimbak Bedre, (2a) Shri. Hiraman Kashinath Kakade, (2b) Shri. Vijaykumar B. Sargar, (3a) Shri. Akkiratanaya C. Reddy, (3b) Shri. Satya Udyan Bharati, (4) M/s. Emaarat Holdings, a duly registered partnership firm under the provisions of the Indian Partnership Act, 1932 through the hands of all of its Partners (1) Shri. Samir Saeedahmed Khan, (2) Shri. Hafeez Mohammadiqbal Shaikh, and (3) Shri. Parvez Gous Khan, (5) M/s. Universal Properties and Infrastructures, a duly registered partnership firm under the provisions of the Indian Partnership Act, 1932 through the hands of all of its Partners (1) Shri. Samir Saeedahmed Khan, (2) Shri. Arif Ibrahim Shaikh, (3) Shri. Anwar Salim Khan, (4) Shri. Irfan Usman Lalodiya and (5) Shri. Hafeez Mohammadiqbal Shaikh as the Consenting Party of the Second Part and M/s. Omega Emaarat, an Association of Persons (AOP) through all of its Constituents forming the AOP (1) Omega Promoters Private Limited, through the hands of its

Managing Director/Authorised Signatory Shri. Amarpal Singh, (2) Shri. Amarpal Singh, and (3) Mrs. Meenakshi Amarpal Singh, as the Confirming Party of the Third Part have absolutely sold, transferred and conveyed the said Gat Nos. 586, 582, 580, 596, 583, 584, 597, 587, 589, 595, 575(part), 585, 581, 573, 578, 598, 588, 590 and 572 unto and in favour of Shri. Amarpal Singh and Mrs. Meenakshi Amarpal Singh for consideration and on certain terms and conditions as stated therein. Pursuant thereto the names of the said purchasers were mutated in the revenue records vide mutation entry no. 5204.

By an Agremeent for Sale dated 23/10/2009 and registered with the office of the Sub Registrar Haveli No. 20 at serial no. 6312/2009, the said (1a) Sou. Sushila Suresh Satav, (1b) Shri. Kantaram Maruti Satav, (1c) Sou. Rohini Kantaram Satav, (1d) Shri. Prakash Maruti Satav, (1e) Shri. Vikram Dnyanoba Satav, (1f) Shri. Swapnil Suresh Satav, (1g) Shri. Rahul Kantaram Satav, (1h) Shri. Vinayak Prakash Satav, 1i) Smt. Yamunabai Prabhakar Bhadale, (owners of 5 Ares out of Gat No. 574), (2a) Shri. Ankush Sadashiv Satav, (2b) Sou. Mangal Ankush Satav, (2c) Sou. Anita Sharad alias Shankar Nimhan, (2d) Sou. Kalyani Shailendra Shinde, (2e) Shri. Mohan Ankush Satav, (2f) Sou. Shakuntala Dattatraya Khese, (2g) Shri. Dattatraya Sadashiv Satav, (2h) Sou. Seema Dattatraya Satav, (2i) Shri. Amit Dattatraya Satav, (2j) Ms. Priyanka Dattatraya Satav, (2k) Shri. Vishnu Sadashiv Satav, (2l) Sou. Pramila Vishnu Satav, (2m) Mr. Prachit Vishnu Satav, (2n) Master. Sanket Vishnu Satav, (20) Smt. Champabai alias Champavati Balasaheb Satav, (2p) Shri. Gaurav Balasaheb Satav, (2q) Shri. Vikas Balasaheb Satav, (2r) Shri. Ramchandra Sadashiv alias Vishnu Satav, (2s) Sou. Lalita Ramchandra Satav, (2t) Smt. Mathubai Sadashiv Satav, (Owners of Gat No. 576), (3a) Shri. Sahebrao Rambahu Satav, (3b) Sou. Anjanabai Sahebrao Satav, (3c) Shri. Eknath Sahebrao Satav, (3d) Sou. Sashikala Eknath Satav, (3e) Shri. Mahesh Eknath Satav, (3f) Shri. Jagannath Sahebrao Satav, (3g) Sou. Rekha Jagannath Satav, (3h) Ms. Hemangi Jagannath Satav, (3i) Ms. Shubhangi Jagannath Satav, (3j) Master Bapu Jagannath Satav, (3k) Shri. Vishwanath Sahebrao Satav, (3I) Sou. Shalan Vishwanath Satav, (3m) Master Ganesh Vishwanath Satav, (3n) Master Vaibhav Vishwanath Satav, (3o) Master Omkar Vishwanath Satav, (3p) Sou. Rukhmini Pandurang Gajak (nee Rekha Sahebrao Satav), (3q) Sou. Shakuntala Vittal Deokar (nee Kusum Sahebrao Satav), (3r) Shri. Keshav Rambhau Satav, (3s) Sou. Phulabai Keshav Satav, (3t) Shri. Raghunath Keshav Satav, (3u) Sou. Mohini Raghunath Satav, (3v) Master Abhishek Raghunath Satav, (3w) Master Ajit Raghunath Satav, (3x) Shri. Machindranath Keshav Satav, (3y) Sou. Vaishali Machindranath Satav, (3z) Master Sahil Machindranath Satav, (3aa) Ms. Avanti Machindranath Satav, (3ab) Ms. Kalpana Keshav Satav, (3ac) Ms. Suvarna Keshav Satav, (3ad) Smt. Krishnabai Namdeo Magar, (3ae) Smt. Yasubai Uttam Kanchan, (3af) Smt. Gajarabai Mahadeo Tapkir, (3ag) Smt. Babubai Haribhau Kand, (3ah) Sou. Suman Maruti Kotwal, (owners of Gat No. 579) as the Owners of the First Part, (1a) Shri. Santosh Mansukhlal Katariya, (1b) Shri. Ganesh Trimbak Bedre, (2a) Shri. Hiraman Kashinath Kakade, (2b) Shri. Vijaykumar B. Sargar, (3a) Shri. Akkiratanaya C. Reddy, (3b) Shri. Satya Udyan Bharati, (4) M/s. Emaarat Holdings, a duly registered partnership firm under the provisions of the Indian Partnership Act, 1932 through the hands of all of its Partners (1) Shri. Samir Saeedahmed Khan, (2) Shri. Hafeez Mohammadiqbal Shaikh, and (3) Shri. Parvez Gous Khan, (5) M/s. Universal Properties and Infrastructures, a duly registered partnership firm under the provisions of the Indian Partnership Act, 1932 through the hands of all of its Partners (1) Shri. Samir Saeedahmed Khan, (2) Shri. Arif Ibrahim Shaikh, (3) Shri. Anwar Salim Khan, (4) Shri. Irfan Usman Lalodiya and (5) Shri. Hafeez Mohammadiqbal Shaikh as the Consenting Party of the Second Part and M/s. Omega Emaarat, an Association of Persons (AOP) through all of its Constituents forming the AOP (1) Omega Promoters Private Limited, through the hands of its Managing Director/Authorised Signatory Shri. Amarpal Singh, (2) Shri. Amarpal Singh, and (3) Mrs. Meenakshi Amarpal Singh, as the Confirming Party of the Third Part have agreed to sell, transfer and convey the said Gat Nos. 574 (portion adm. 5 Ares), 576 and 579 unto

and in favour of Shri. Amarpal Singh and Mrs. Meenakshi Amarpal Singh for consideration and on certain terms and conditions as stated therein.

- On obtaining the necessary permission bearing no. 43/SR/78/2008 dated 20/10/2010 for sale of the said portion admeasuring 5 Ares out of Gat No. 574 from the Sub Divisional Officer, Pune by a Deed of Conveyance dated 25/10/2010 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 8968/2010, the said Sou. Sushila Suresh Satav, Mr. Swapnil Suresh Satav, Mr. Kantaram Maruti Satav, Mr. Dnyanoba Maruti Satav, Smt. Yamunabai Prabhakar Bhadale, Mr. Vinayak Prakash Satav and Mr. Kunal Prakash Satav as the Owners of the First Part, Shri. Hiraman Kashinath Kakade, Shri. Vijaykumar B. Sargar, Shri. Akkiratanaya C. Reddy, Shri. Satya Udyan Bharati, M/s. Emaarat Holdings, as the Consenting Party of the Second Part and M/s. Omega Emaarat, an Association of Persons (AOP) through all of its Constituents forming the AOP (1) Omega Promoters Private Limited, through the hands of its Managing Director/Authorised Signatory Shri. Amarpal Singh, (2) Shri. Amarpal Singh, and (3) Mrs. Meenakshi Amarpal Singh, as the Confirming Party of the Third Part have absolutely sold, transferred and conveyed a portion admesuring 5 Ares out of Gat Nos. 574 unto and in favour of Shri. Amarpal Singh, and (3) Mrs. Meenakshi Amarpal Singh for consideration and on certain terms and conditions as stated therein. Pursuant thereto the name of the said purchasers were mutated in the revenue records vide mutation entry no. 6478.
- (j) On obtaining the necessary permission bearing no. 43/SR/14/2010 dated 24/5/2010 for sale of the said portion admeasuring 10 Ares out of Gat No. 574 from the Sub Divisional Officer, Pune by a Deed of Conveyance dated 29/7/2010 and registered with the office of the Sub Registrar Haveli No. 5 at serial no. 7770/2010, the said Smt. Chabbubai Laxman Satav, Mr. Chandrakant Laxman Satav, Mrs. Baby Maruti Kadam, Mr. Dattoba Sonaba Satav, Mr. Ramu Sonaba Satav, Mr. Sunil Damu Satav, Mr. Anil Damu Satav, Mrs. Hirabai Damu Satav and Mrs. Indumati Uttam Chaudhary have absolutely sold, transferred and conveyed a portion admesuring 10 Ares out of Gat Nos. 574 unto and in favour of Shri. Amarpal Singh and Mrs. Meenakshi Amarpal Singh for consideration and on certain terms and conditions as stated therein. Pursuant thereto the name of the said purchasers were mutated in the revenue records vide mutation entry no. 6114 and 6910.
- (k) On obtaining the necessary permission bearing no. 43/SR/28/2010 dated 26/5/2010 for sale of the said Gat No. 579 from the Sub Divisional Officer, Pune by a Deed of Conveyance dated 29/7/2010 and registered with the office of the Sub Registrar Haveli No. 5 at serial no. 7768/2010, the said Shri. Sahebrao Rambahu Satav, Sou. Anjanabai Sahebrao Satav, Shri. Eknath Sahebrao Satav, Sou. Sashikala Eknath Satav, Shri. Mahesh Eknath Satav, Shri. Jagannath Sahebrao Satav, Sou. Rekha Jagannath Satav, Ms. Hemangi Jagannath Satav, Ms. Shubhangi Jagannath Satav, Master Bapu Jagannath Satav, Shri. Vishwanath Sahebrao Satav, Sou. Shalan Vishwanath Satav, Master Ganesh Vishwanath Satav, Master Vaibhav Vishwanath Satav, Master Omkar Vishwanath Satav, Sou. Rukhmini Pandurang Gajak (nee Rekha Sahebrao Satav), Sou. Shakuntala Vittal Deokar (nee Kusum Sahebrao Satav), Shri. Keshav Rambhau Satav, Sou. Phulabai Keshav Satav, Shri. Raghunath Keshav Satav, Sou. Mohini Raghunath Satav, Master Abhishek Raghunath Satav, Master Ajit Raghunath Satav, Shri. Machindranath Keshav Satav, Sou. Vaishali Machindranath Satav, Master Sahil Machindranath Satav, Ms. Avanti Machindranath Satav, Ms. Kalpana Keshav Satav, Ms. Suvarna Keshav Satav, Smt. Krishnabai Namdeo Magar, Smt. Yasubai Uttam Kanchan, Smt. Gajarabai Mahadeo Tapkir, Smt. Babubai Haribhau Kand and Sou. Suman Maruti Kotwal have absolutely sold, transferred and conveyed the said Gat No. 579 unto and in favour of Shri. Amarpal Singh and Mrs. Meenakshi Amarpal Singh for consideration and on certain terms and conditions as stated therein. Pursuant thereto the name of the said purchasers were mutated in the revenue records vide mutation entry no. 6115.

#### **Documents in favour of Sukhwani Promoters and Builders**

- (a) By an Agreement for Sale cum Development date 23/3/2010 and registered with the office of the Sub Registrar Haveli No. 5 at serial no. 3019/2010, the said Mr. Amarpal Singh and Mrs. Meenakshi Amarpal Singh as the Vendors of the First part with the consent and confirmation of M/s. Omega Emaarat, an Association of Persons (AOP) through all of its Constituents forming the AOP (1) Omega Promoters Private Limited, through the hands of its Managing Director/Authorised Signatory Shri. Amarpal Singh, (2) Shri. Amarpal Singh, and (3) Mrs. Meenakshi Amarpal Singh, as the Confirming Party of the Second Part have agreed to sell, transfer and convey and pending the conveyance have granted the development rights pertaining to Gat Nos. 586, 582, 580, 596, 583, 584, 597, 587, 589, 595, 575(part), 585, 581, 573, 578, 598, 588, 590 and 572 unto and in favour of M/s. Sukhwani Promoters and Builders for consideration and on certain terms and conditions. Pursuant to thereto, the said Mr. Amarpal Singh and Mrs. Meenakshi Amarpal Singh and M/s. Omega Emaarat, an Association of Persons (AOP) through all of its Constituents forming the AOP (1) Omega Promoters Private Limited, through the hands of its Managing Director/Authorised Signatory Shri. Amarpal Singh, (2) Shri. Amarpal Singh, and (3) Mrs. Meenakshi Amarpal Singh have also executed a Power of Attorney dated 23/3/2010 registered with the office of the Sub Registrar Haveli No. 5 at serial no. 3022/2010 in favour of the nominees and partners of M/s. Sukhwani Promoters and Builders interalia vesting in them several powers and authorities pertaining to the said Gat Nos. 586, 582, 580, 596, 583, 584, 597, 587, 589, 595, 575(part), 585, 581, 573, 578, 598, 588, 590 and 572.
- (b) By an Agreement for Sale dated 23/3/2010 and registered with the office of the Sub Registrar Haveli No. 5 at serial no. 3021/2010, the said Sou. Sushila Suresh Satav, Shri. Kantaram Maruti Satav, Sou. Rohini Kantaram Satav, Shri. Prakash Maruti Satav, Shri. Vikram Dnyanoba Satav, Shri. Swapnil Suresh Satav, Shri. Rahul Kantaram Satav, Shri. Vinayak Prakash Satav, Smt. Yamunabai Prabhakar Bhadale, Shri. Ankush Sadashiv Satav, Sou. Mangal Ankush Satav, Sou. Anita Sharad alias Shankar Nimhan, Sou. Kalyani Shailendra Shinde, Shri. Mohan Ankush Satav, Sou. Shakuntala Dattatraya Khese, Shri. Dattatraya Sadashiv Satav, Sou. Seema Dattatraya Satav, Shri. Amit Dattatraya Satav, Ms. Priyanka Dattatraya Satav, Shri. Vishnu Sadashiv Satav, Sou. Pramila Vishnu Satav, Mr. Prachit Vishnu Satav, Master. Sanket Vishnu Satav, Smt. Champabai alias Champavati Balasaheb Satav, Shri. Gaurav Balasaheb Satav, Shri. Vikas Balasaheb Satav, Shri. Ramchandra Sadashiv alias Vishnu Satav, Sou. Lalita Ramchandra Satav, Smt. Mathubai Sadashiv Satav, Shri. Sahebrao Rambahu Satav, Sou. Anjanabai Sahebrao Satav, Shri. Eknath Sahebrao Satav, Sou. Sashikala Eknath Satav, Shri. Mahesh Eknath Satav, Shri. Jagannath Sahebrao Satav, Sou. Rekha Jagannath Satav, Ms. Hemangi Jagannath Satav, Ms. Shubhangi Jagannath Satav, Master Bapu Jagannath Satav, Shri. Vishwanath Sahebrao Satav, Sou. Shalan Vishwanath Satav, Master Ganesh Vishwanath Satav, Master Vaibhav Vishwanath Satav, Master Omkar Vishwanath Satav, Sou. Rukhmini Pandurang Gajak (nee Rekha Sahebrao Satav), Sou. Shakuntala Vittal Deokar (nee Kusum Sahebrao Satav), Shri. Keshav Rambhau Satav, Sou. Phulabai Keshav Satav, Shri. Raghunath Keshav Satav, Sou. Mohini Raghunath Satav, Master Abhishek Raghunath Satav, Master Ajit Raghunath Satav, Shri. Machindranath Keshav Satav, Sou. Vaishali Machindranath Satav, Master Sahil Machindranath Satav, Ms. Avanti Machindranath Satav, Ms. Kalpana Keshav Satav, Ms. Suvarna Keshav Satav, Smt. Krishnabai Namdeo Magar, Smt. Yasubai Uttam Kanchan, Smt. Gajarabai Mahadeo Tapkir, Smt. Babubai Haribhau Kand, Sou. Suman Maruti Kotwal, Smt. Chabbubai Laxman Satav, Mr. Chandrakant Laxman Satav, Mrs. Babu Maruti Kadam, Mr. Dattoba Sonaba Satav, Mr. Ramu Sonaba Satav, Mr. Sunil Damu Satav, Mr. Anil Damu Satav, Mrs. Hirabai Damu Satav, Mrs. Indumati Uttam Chaudhary as the

Vendors of the First Part have with the consent and confirmation of Mr. Santosh Mansuklal Katariya, Mr. Ganesh Trimbak Bedre, Shri. Hiraman Kashinath Kakade, Shri. Vijaykumar B. Sargar, Shri. Akkiratanaya C. Reddy, Shri. Satya Udyan Bharati, M/s. Emaarat Holdings and M/s. Univeral Properties and Infrastructures as the Consenting Party of the Second Part and M/s. Omega Emaarat, an Association of Persons (AOP) through all of its Constituents forming the AOP (1) Omega Promoters Private Limited, through the hands of its Managing Director/Authorised Signatory Shri. Amarpal Singh, (2) Shri. Amarpal Singh, and (3) Mrs. Meenakshi Amarpal Singh, as the Confirming Party of the Third Part have agreed to sell, transfer and convey the said Gat Nos. 574, 576 and 579 unto and in favour of M/s. Sukhwani Promoters and Builders for consideration and on certain terms and conditions. Pursuant thereto the said aforesaid Vendors, Confirming Party and the Consenting Party have also executed a Power of Attorney dated 23/3/2010 registered with the office of the Sub Registrar Haveli No. 5 at serial no. 3022/2010 in favour of the nominees and partners of M/s. Sukhwani Promoters and Builders interalia vesting in them various powers and authoriies pertaining to the said Gat Nos. 574, 576 and 579.

- (c) By a Sale Deed dated 9/9/2010 and registered with the office of the Sub Registrar Haveli No. 17, Pune at serial no. 10644/2010, the said Mr. Amarpal Singh and Mrs. Meenakshi Amarpal Singh have with the consent and confirmation of M/s. Omega Emaarat, an Association of Persons (AOP) through all of its Constituents forming the AOP (1) Omega Promoters Private Limited, through the hands of its Managing Director/Authorised Signatory Shri. Amarpal Singh, (2) Shri. Amarpal Singh, and (3) Mrs. Meenakshi Amarpal Singh and M/s. Sukhwani Promoters and Develoeprs have sold and conveyed (i) Gat No. 578 admeasuring 2 Ares and (ii) a portion admeasuring 2848 square feet out of Gat No. 579 Ares unto and in favour of Mr. Sunil Damu Satav, Mr. Anil Damu Satav and Mr. Chandrakant Laxman Satav for consideration and certain terms and conditions. Pursuant thereto the names of the said purchasers were mutated in the revenue records vide mutation entry no. 8673.
- (d) By a Deed of Conveyance dated 23/3/2010 and registered with the office of the Sub Registrar Haveli No. 5 at serial no. 3023/2010, the said Mr. Dhananjay Chandrakant Galande as the Vendor of the First Part, with the consent and confirmation of Mr. Uttam Tatyaba Satav, Mrs. Sakhubai Uttam Satav, Mrs. Sangeeta Ashok Patil, Mrs. Savita Dhananjay Galande, Ms. Kavita Uttam Satav and Mr. Swapnil Uttam Satav as the Consenting Party of the Second Part and M/s. Emaarat Holdings, a duly registered partnership firm under the provisions of the Indian Partnership Act, 1932 through the hands of all of its Partners (1) Shri. Samir Saeedahmed Khan, (2) Shri. Hafeez Mohammadiqbal Shaikh, and (3) Shri. Parvez Gous Khan, M/s. Universal Properties and Infrastructures, a duly registered partnership firm under the provisions of the Indian Partnership Act, 1932 through the hands of all of its Partners (1) Shri. Samir Saeedahmed Khan, (2) Shri. Arif Ibrahim Shaikh, (3) Shri. Anwar Salim Khan, (4) Shri. Irfan Usman Lalodiya and (5) Shri. Hafeez Mohammadiqbal Shaikh and M/s. Omega Emaarat, an Association of Persons (AOP) through all of its Constituents forming the AOP (1) Omega Promoters Private Limited, through the hands of its Managing Director/Authorised Signatory Shri. Amarpal Singh, (2) Shri. Amarpal Singh, and (3) Mrs. Meenakshi Amarpal Singh, as the Confirming Party of the Third Part have absolutely sold, transferred and conveyed the said Gat No. 594 and 612 unto and in favour of M/s. Sukhwani Promoters and Builders for consideration and on certain terms and conditions as stated therein. Pursuant thereto the name of the said purchasers i.e. M/s. Sukhwani Promoters and Builders were mutated in the revenue records vide mutation entry no. 6247.

- (e) In terms of the said Agrement for Sale cum Development dated 23/3/2010, by a Deed of Conveyance dated 24/11/2010 and registered with the office of the Sub Registrar Haveli No. 5 at serial no. 11678/2010 the said Mr. Amarpal Singh and Mrs. Meenakshi Amarpal Singh as the Vendors of the First Part with the consent and confirmation of M/s. Omega Emaarat, an Association of Persons (AOP) through all of its Constituents forming the AOP (1) Omega Promoters Private Limited, through the hands of its Managing Director/Authorised Signatory Shri. Amarpal Singh, (2) Shri. Amarpal Singh, and (3) Mrs. Meenakshi Amarpal Singh, as the Confirming Party of the Second Part have absolutely sold, transferred and conveyed the said Gat Nos. 586, 582, 580, 596, 583, 584, 597, 587, 589, 595, 575(part), 585, 581, 573, 598, 588, 590 and 572 unto and in favour of M/s. Sukhwani Promoters and Builders for consideration and on certain terms and conditions. Pursaunt thereto the name of the purchasers i.e. M/s. Sukhwani Promoters and Builders have been mutated in the revenue records vide mutation entry no. 6799.
- (f) In terms of the said Agrement for Sale dated 23/3/2010, by a Deed of Conveyance dated 24/11/2010 and registered with the office of the Sub Registrar Haveli No. 5 at serial no. 11677/2010, the said Sou. Sushila Suresh Satav, Shri. Kantaram Maruti Satav, Sou. Rohini Kantaram Satav, Shri. Prakash Maruti Satav, Shri. Vikram Dnyanoba Satav, Shri. Swapnil Suresh Satav, Shri. Rahul Kantaram Satav, Shri. Vinayak Prakash Satav, Smt. Yamunabai Prabhakar Bhadale, Shri. Ankush Sadashiv Satav, Sou. Mangal Ankush Satav, Sou. Anita Sharad alias Shankar Nimhan, Sou. Kalyani Shailendra Shinde, Shri. Mohan Ankush Satav, Sou. Shakuntala Dattatraya Khese, Shri. Dattatraya Sadashiv Satav, Sou. Seema Dattatraya Satav, Shri. Amit Dattatraya Satav, Ms. Priyanka Dattatraya Satav, Shri. Vishnu Sadashiv Satav, Sou. Pramila Vishnu Satav, Mr. Prachit Vishnu Satav, Master. Sanket Vishnu Satav, Smt. Champabai alias Champavati Balasaheb Satav, Shri. Gaurav Balasaheb Satav, Shri. Vikas Balasaheb Satav, Shri. Ramchandra Sadashiv alias Vishnu Satav, Sou. Lalita Ramchandra Satav, Smt. Mathubai Sadashiv Satav, Shri. Sahebrao Rambahu Satav, Sou. Anjanabai Sahebrao Satav, Shri. Eknath Sahebrao Satav, Sou. Sashikala Eknath Satav, Shri. Mahesh Eknath Satav, Shri. Jagannath Sahebrao Satav, Sou. Rekha Jagannath Satav, Ms. Hemangi Jagannath Satav, Ms. Shubhangi Jagannath Satav, Master Bapu Jagannath Satav, Shri. Vishwanath Sahebrao Satav, Sou. Shalan Vishwanath Satav, Master Ganesh Vishwanath Satav, Master Vaibhav Vishwanath Satav, Master Omkar Vishwanath Satav, Sou. Rukhmini Pandurang Gajak (nee Rekha Sahebrao Satav), Sou. Shakuntala Vittal Deokar (nee Kusum Sahebrao Satav), Shri. Keshav Rambhau Satav, Sou. Phulabai Keshav Satav, Shri. Raghunath Keshav Satav, Sou. Mohini Raghunath Satav, Master Abhishek Raghunath Satav, Master Ajit Raghunath Satav, Shri. Machindranath Keshav Satav, Sou. Vaishali Machindranath Satav, Master Sahil Machindranath Satav, Ms. Avanti Machindranath Satav, Ms. Kalpana Keshav Satav, Ms. Suvarna Keshav Satav, Smt. Krishnabai Namdeo Magar, Smt. Yasubai Uttam Kanchan, Smt. Gajarabai Mahadeo Tapkir, Smt. Babubai Haribhau Kand, Sou. Suman Maruti Kotwal, Smt. Chabbubai Laxman Satav, Mr. Chandrakant Laxman Satav, Mrs. Babu Maruti Kadam, Mr. Dattoba Sonaba Satav, Mr. Ramu Sonaba Satav, Mr. Sunil Damu Satav, Mr. Anil Damu Satav, Mrs. Hirabai Damu Satav, Mrs. Indumati Uttam Chaudhary as the Vendors of the First Part have with the consent and confirmation of Mr. Santosh Mansuklal Katariya, Mr. Ganesh Trimbak Bedre, Shri. Hiraman Kashinath Kakade, Shri. Vijaykumar B. Sargar, Shri. Akkiratanaya C. Reddy, Shri. Satya Udyan Bharati, M/s. Emaarat Holdings and M/s. Univeral Properties and Infrastructures as the Consenting Party of the Second Part and M/s. Omega Emaarat, an Association of Persons (AOP) through all of its Constituents forming the AOP (1) Omega Promoters Private Limited, through the hands of its Managing Director/Authorised Signatory Shri. Amarpal Singh,

- (2) Shri. Amarpal Singh, and (3) Mrs. Meenakshi Amarpal Singh, as the Confirming Party of the Third Part have absolutely sold, transferred and conveyed the said Gat Nos. 574, 576 and 579 unto and in favour of M/s. Sukhwani Promoters and Builders for consideration and on certain terms and conditions. Pursaunt thereto the name of the purchasers i.e. M/s. Sukhwani Promoters and Builders have been mutated in the revenue records vide mutation entry no. 6914.
- (g) One Mr. Chandrakant Genu Satav and others claimed certain rights in Gat Nos. 576 and 583 and pursuant thereto by a Deed of Confirmation dated 26/12/2011 and registered with the office of the Sub Registrar Haveli No. 11 at serial no. 14358/2011, executed by the said Mr. Chandrakant Genu Satav, Mrs. Usha Chandrakant Satav, Mr. Ajinkya Chandrakant Satav, Mrs. Poonam Kunal Pohale, Smt. Suman Maruti Bahirat and Mr. Kailash Baburao Khandave in favour of M/s. Sukhwani Promtoers and Builders, the said Mr. Chandrakant Genu Satav and others have confirmed the execution of the Deed of Conveyance dated 24/11/2010 in respect of Gat No. 576 and Deed of Conveyance dated 24/11/2010 in respect of Gat No. 583 to be valid and subsisting and as if the same was signed and executed by the said Mr. Chandrakant Genu Satav and others.
- (h) By a Deed of Exchange dated 1/6/2013 and registered with the office of the Sub Registrar Haveli No. 7 at serial no. 4834/2013, the said Mr. Sunil Damu Satav, Mr. Anil Damu Satav and Mr. Chandrakant Laxman Satav have absolutely transferred and conveyed (i) Gat No. 578 admeasuring 2 Ares i.e. 200 square metres and (ii) portion admeasuring approx. 264.51 square metres out of Gat No. 579 total admeasuring 800 square metres unto and in favour of M/s. Sukhwani Promoters and Builders and in consideration thereof by way of exchange, the said M/s. Sukhwani Promoters and Builders have transferred and conveyed Gat No. 576 admeasuring 11 Ares unto and in favour of Mr. Sunil Damu Satav, Mr. Anil Damu Satav and Mr. Chandrakant Laxman Satav. Pursuant thereto the name of M/s. Sukhwani Promoters and Builders was mutated in the revenue records pertaining to Gat No. 578 and 579 vide mutation entry no. 9797.

In light of the aforestated deeds and documents **M/s. Sukhwani Promoters and Builders,** a registered partnership firm duly registered under the provisions of the Indian Partnership Act, 1932, having its principal place of business at 208/2A, Station Road, Pimpri, Pune 411018, through the hands of one of its partner Mr. Basant Totaram Sukhwani are well and sufficiently entitled to the said land as owners thereof.

# 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 "5"

Copy of the NA Order dated 21/10/2014

### Annexure "6"

Copy of the Completion Certificate dated 2/3/2016

### Annexure "7"

### Details of the said Premises

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

In the project known as "Sukhwani Palms" 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.
	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	
			Agreed to be paid by the Purchaser/s to the Promoters within 2 (two) days from the date of execution of this Agreement.	
			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)	5%	Rs	Agreed to be paid by the Purchaser/s to the	
			Promoters on the completion of 1 <sup>st</sup> slab above	
			the plinth of the said building/wing in which the	
			said Premises is situated.	
f)	5%	Rs	Agreed to be paid by the Purchaser/s to the	
			Promoters on the completion of 2 <sup>nd</sup> slab above	
			the plinth of the said building/wing in which the	
			said Premises is situated.	
g)	5%	Rs	Agreed to be paid by the Purchaser/s to the	
			Promoters on the completion of 4 <sup>th</sup> slab above	
			the plinth of the said building/wing in which the	
			said Premises is situated.	
h)	5%	Rs	Agreed to be paid by the Purchaser/s to the	
			Promoters on the completion of 6 <sup>th</sup> slab above	
			the plinth of the said building/wing in which the	
			said Premises is situated.	
i)	5%	Rs	Agreed to be paid by the Purchaser/s to the	
			Promoters on the completion of 8 <sup>th</sup> slab above	
			the plinth of the said building/wing in which the	
			said Premises is situated.	
i)	5%	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)	5%	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)	5%	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.
I)	5%	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)	5%	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**

- > Earthquake resistant RCC frame structure.
- Brick/Block Masonry.
- > External Sand Faced Plaster with Semi Acrylic Paint.
- > Internal Neeru finish with OBD paint.
- Vitrified Flooring in entire unit
- > Kitchen walls and Bathrooms walls with designer glazed titles.
- Anti-Skid flooring for bathrooms and terraces.
- Concealed electrification with premium fittings
- Provision for Inverter.
- > MCB Protection for each flat.
- > TV & Phone Points in Living and Master Bedroom.
- > AC Point in Master Bedroom.
- Concealed Plumbing with Premium Quality Fittings.
- Granite Kitchen Otta with stainless steel kitchen sink.
- Provision for Water Purifier and Exhaust Fans in Kitchen.
- Provision for washing machine in dry terrace.
- Branded contemporary sanitary fittings.
- Provision for exhaust fan and geyser in bathrooms.
- > Powder Coated Aluminum Windows with Mosquito Net.
- Window Sill.
- Designer M.S Grill for windows.
- MS Security Gate with each flat.
- Wooden Door Frames for main door and bedrooms.
- Laminated main door with safety lock.
- Granite Door Frames for Bathrooms.
- Moulded Panel Doors for Bedrooms & FRP doors for bathrooms.

AMENITIES common for all Phases and to be developed at the end of Phase No. 3

- > Well equipped Two Level Club House
- > Indoor Games Area.
- Party Lawn.
- > Landscaped Garden
- Children's Play Park.
- Special Sit Outs for Senior Members.
- Peaceful place for spirituality
- Multi Purpose Play Area.

- Sewage Treatment Plant
- Rain Water Harvesting
- > Specifically Designed entrance lobby floors.
- ➤ Intercom System
- Electrical Back Up for Common Areas and lifts
- > Trimix Concrete Internal roads.
- Grand Entrance Gate with Security
- > Fire Fighting System.

### Note: -

- 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.
- 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, shoeracks, 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, etc:

• Guest charges for 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. 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. Sanitary Napkins to be disposed off properly.

### **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

# SUKHWANI PALMS – BUILDING "I" AND "J" APPLICATION FOR ALLOTMENT OF RESIDENTIAL FLAT IN THE PROJECT "SUKHWANI PALMS" AT WAGHOLI, PUNE

То,	FROM,
M/s. Sukhwani Promoters and Builders	rs.
208/2A, Station Road,	
Pimpri, Pune 411018.	
Website:	
Email:	
	Email:
	Phone:

Dear Sir/Madam,

and Phase No. 3 and you shall convey the portion of the land to the tune of 15980 square metres out of the said land along with all the buildings in the said Phase No. project shall be developed at the end of Phase No. 3. tenements in the project and receipt of total consideration from such tenement tenement in such building/wing. Further you shall form a Federation/Apex Society of Building Nos. "A" to "C" shall be part of Phase No. 3 and for which the building plans and "J" shall be part of Phase No. 2 and for which the construction is on going and holders. You have also informed us that the Club House and other Amenities in the the said societies registered separately for each building in Phase No. 1, Phase No. provisions of the Maharashtra Cooperative Societies Act, 1960 read with the rules for would form are yet to be revised and is future development. You have also disclosed that you of Phase No. 1 and for which the Completion Certificate is received, Building Nos. "I" each building for the purposes of maintenance in Phase No. 1, Phase No. 2 and Phase divided by you in 3 (three) phases and that the Building Nos. "D" to "H" shall be part draft was handed over to me/us. We further are aware that the said Project has been regards the terms and conditions as set out in the proposed Agreement of which the the tenement and have also read and understood and satisfied myself/ourselves as and have also read and fittings which would be provided, etc. by the marketing executives from your office Gram Panchayat Wagholi and within the jurisdiction of the Sub Registrar Haveli No. 1 594+ 595+ 596+597+598+612 Plot No. 1 of village Wagholi, Taluka Haveli, District 572+ 573 +574+ 578+579+580+581+ 582+583+584+ 585+ 586+587+588+ 589+590+ Pune and within the limits of Zilla Parishad Pune, Taluka Panchayat Samiti Haveli and "Sukhwani Palms" at all that piece and parcel of land or ground bearing Gat No. Phase No. 2 and Phase No. 3 and the common amenities and facilities to the 3 and that each society would be formed after the disposal of 51% of the Pune. I/We have been explained the details of the project including the area I/We am/are interested in acquiring a residential Flat in your Project on time of completion of the tenement and the project, amenities and register a or before understood the rules and regulations as regards booking of separate Cooperative Housing Society 2025 and subject to disposal of 2/3rd under the

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

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

(III) Floor	(II) Car	(I) Flat
or	Carpet Area	Flat No.
		٠,
	square metres	(Residential)

		renement barchaser/s	
cooperative mousing society		Ottiliate Ofganization of	(24)
+		Illtimate Organization of	3
		VAT/Service Tax/GST/etc.	(XX
Agreement.		Fees	
At actual prior to registration of proposed		Stamp Duty & Registration	(XIII)
As may be mutually agreed.	••	Rebate for early payment	(XII)
proposed agreement).			
conditions and other terms as per the			
March, 2019 (subject to force majeure		Date of Possession	<u>×</u>
in advance.			
take possession of the said tenement payable			
March, 2019 from the date of intimation to			
maintenance charges for a period upto			
Rs. 3/- per square feet per month towards	••	Other Charges	8
mentioned in the proposed agreement)	Т		
Rs	••	Consideration	(X
Haveli No. 1 to 27, Pune.			
within the jurisdiction of the Sub Registrar			
Wagholi, Taluka Haveli, District Pune and			
596+597+598+612 Plot No. 1 of village	_		
585+ 586+587+588+ 589+590+ 594+ 595+			
+574+ 578+579+580+581+ 582+583+584+			
"SUKHWANI PALMS" at Gat No. 572+ 573		Project	3
		Building No.	( <u> </u>
square metres (Covered/Open)	• •.	Car Parking	<u>(</u> [ <u>&gt;</u>
square metres (collective)		Open Terrace Area	3
square metres (collective)		Enclosed Balcony Area	(\overline{S}

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

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. 1/We agree that the booking application is tentative and shall only be

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

	Applicant	Co Applicant
Name		
D Age (DOB)		
Occupation		
PAN No.		
Address		
Phone		
Mobile		
Email		
Loan	Yes/No	
Required	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.

60 .

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

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

Thanking you,

Yours faithfully,

Applicant	Mr./Mrs
Co- Applicant	Mr./Mrs

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## SUKHWANI PALMS - BUILDING "I" AND "J"

 	Mr./ Mrs./Ms Mr./ Mrs./Ms	Date:

### 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:

: Cooperative Housing Society		1	
-		Ultimate Organization of	3
: At actual as and when called for by us.		VAT/Service Tax/GST/etc.	(XX
		Fees	
: At actual prior to registration of proposed		Stamp Duty & Registration	<u>X</u>
: As may be mutually agreed.		Rebate for early payment	XII
proposed agreement).			
conditions and other terms as per the			
: March, 2019 (subject to force majeure		Date of Possession	(X)
in advance.			
take possession of the said tenement payable			
March, 2019 from the date of intimation to			
maintenance charges for a period upto			
: Rs. 3/- per square feet per month towards		Other Charges	8
12	1-		
: Rs /- (payable as per stages		Consideration	2
Haveli No. 1 to 27, Pune.			
within the jurisdiction of the Sub Registrar	_		
Wagholi, Taluka Haveli, District Pune and	_		
596+597+598+612 Plot No. 1 of village			
585+ 586+587+588+ 589+590+ 594+ 595+			
+574+ 578+579+580+581+ 582+583+584+			
: "SUKHWANI PALMS" at Gat No. 572+ 573		Project	(VIII)
		Building No.	<u>(1)</u>
: square metres (Covered/Open)		Car Parking	(3)
: square metres (collective)		Open Terrace Area	3
: square metres (collective)		Enclosed Balcony Area	3
		Floor	$\equiv$
: square metres	$\exists$	Carpet Area	3
:(Residential)		Flat No.	3

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

We have also informed you that the said Project has been divided into 3 (three) phases and that the Building Nos. "D" to "H" shall be part of Phase No. 1 and for which the Completion Certificate is received, Building Nos. "I" and "J" shall be part of Phase No. 2 and for which the construction is ongoing and Building Nos. "A" to "C" shall be part of Phase No. 3 and for which the building plans are yet to be revised and

that the Club House and other Amenities in the project shall be developed at the end receipt of total consideration from such tenement holders. We have also informed us Phase No. 3 and the common amenities and facilities to the Federation on or before ---- 2025 and subject to disposal of  $2/3^{rd}$  tenements in the project and of the said land along with all the buildings in the said Phase No. 1, Phase No. 2 and and you shall convey the portion of the land to the tune of 15980 square metres out registered separately for each building in Phase No. 1, Phase No. 2 and Phase No. 3 building/wing. Further we shall form a Federation/Apex Society of the said societies purposes of maintenance in Phase No. 1, Phase No. 2 and Phase No. 3 and that each separate Cooperative Housing Society under the provisions of the Maharashtra Cooperative Societies Act, 1960 read with the rules for each building for the future development. We have also disclosed that we would form and register a be formed after the disposal of 51% of the tenement in such

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

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

change the option confirmed by us on the date of booking. 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 We have also furnished to you the floor plans and details of the specifications of the

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

We look forward to serve you better.

Thanking You,

Yours faithfully, for M/s. Sukhwani Promoters and Builders

Partner

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ANNEXURE "1"
Schedule of the payment of consideration

<u>E</u>	=	5	j)	ت	=	2	90	3	e	<u>a</u>	c	5)	a)
5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	15%	01%	19%	10%
Rs	Rs/-	Rs/-	Rs/-	Rs/-	Rs	Rs	Rs	RS.	Rs	Rs	Rs	Rs	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	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.	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.	Agreed to be paid by the Purchaser/s to the Promoters on the completion of walls, internal plaster, floorings of the said Premises.	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	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 8 <sup>th</sup> slab above the plinth of the said building/wing in which the said Premises is situated.	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 6 <sup>th</sup> slab above the plinth of the said building/wing in which the said Premises is situated.	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 4 <sup>th</sup> slab above the plinth of the said building/wing in which the said Premises is situated.	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 2 <sup>nd</sup> slab above the plinth of the said building/wing in which the said Premises is situated.	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 1 <sup>st</sup> slab above the plinth of the said building/wing in which the said Premises is situated.	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.	/- 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	/- Agreed to be paid by the Purchaser/s to the Promoters within 2 (two) days from the date of execution of this Agreement	/- Paid by the Purchaser/s to the Promoters prior to the execution of this Agreement

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

We confirm the aforesaid and accept the allotment

Mr./Mrs		Mr./Mrs