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Original नॉदणी ३६ थ. Regn. 29 M

पावती क्र.: 2737

दिनांक 23/06/2009

भागांचे नाव चिखली

ात्रऐवजाचा अनुक्रमांक

2009

वस्ता ऐवजाचा प्रकार

ंरारनामः

सादर करणाराचं नाव:सौ.जैनब हेन्स्फा देसलें

नोंदणी फी

ागकल (अ. 11(1)), पृष्टांकनाची नवकल (आ. 11(2)),

620.00

26100.00

रन्जानात (अ. 12) व छायाचित्रण (स. 13) -> एकत्रित फी (31)

26/20.00

आपणास हा दस्त अंदाजे 5:43PM ह्या वेळेस मिळेल

मूळ दस्त परत केला

हवेली 14 (चिंचवड)

भोबदलाः २४० सह दुस्यम निबंधक (वर्ग २) हवेली क्र. १४ पुणे. बाजार मुल्य: 2603072 रु. भरलेले मुद्रांक शुल्क: 112800 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बॅकेचे नाव व पत्ता: प्रेरणा को-ऑप बँक लि.शाखा थेरगांव पुणे 33+ धर्मवीर संभाजी अर्बन को-ऑप.बँक

लि.कासारवाडी पुणे 34 ;

र्डीर्डी/धनाकर्ष क्रमांक: 010253+043086.,समाशोधनाच्या आधिन राहुन ; रक्कम: 26100 रू.; दिनांक:

23/06/2009

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, 山路海道 -

### 정**희 호.** 한국 BNOEN,M**O**.H

Regn. 63 m.e.

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा प बाजारभाव (भाडेपटट्याच्या वाबतीत पटटाकार आकारणा देतो भी पटटेवार ते नमूद करादें) नोबदला ज. 2,400,000.00

बा.भा. क. 2,603.072.00

😩 भू-मापन, पोटहिस्सा द घरक्रमांक ्असल्यास)

(1)(1) वर्णनः गांव मौजे चिखली प्राधिकरण येथील सेक्टर नं. 20, मधील प्लॉट छ.६ मधील औन लाई गाकेट मधील इमारंत अे मधील पहिल्या मजल्यावरील फ्लॅट नं.ओ-5 + ओ-6 यांसी बिल्टअप बन्न 1825 बी.फुट म्हणजेच 169.61 ची.मी.+ टेरेस 55+55+95 बी.फुट म्हणजेच 205 ची.फुट

13)क्षेत्रफळ

🤳 आकारणी किंवा जुडी देण्यात अशेल वेव्हा

(1)

- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण दत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा
- (६) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण वता किया विवाणी न्यायालयाचा हुकुमनामा किया आदेश असलगर, रादी है नह व संपूर्ण पता

(१) दिनांक

राजन दिख्याचा 23/06/2009

ò, ने दणोचित्र

(९) अनुक्रमांक, खंड द पृष्ट

(10) बाजारभावाप्रमाणे मुझांक शुल्क

(11) बाजारभावाप्रमाणं नौंदणी

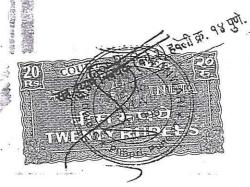
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म्हणजेच 19.05 चौ.भी.हि मिळकत

(1) सीई डेव्हलपसं तांक्रे गटनस १. श्री. अशोक रघुनाथ माने - -; घर/फ़्लॅट नं: -; गल्ली/रस्ताः -; इंबारतींचे नाव: -; ईंबारत नं: -; षेठ/वसाहत: चिखली; शहर/गाव: पुणे; तालुका: -; पिन: -; पैन नम्बर: AEQPM5,955A.

किंवा आदेश असल्यास, प्रतिवादीचे (2) 2. श्री राजेश एम वर्मा - -; घर/फ़लंट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: नाव व संपूर्ण पत्ता -; पेठ/वसाहत: सवर: शहर/गाव: -; वालुका: -; पिन: -; पंन नम्बर: AAMPV5491J. वस्तऐवज करून घेण्या-या (1) सौ.जैनब हेमराज हैसले - -; घर/फ़लंट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत

नं: -; पेट्/बुसाहत: चिव्रवड; शहर/गाव: पुणे; तांलुका: -;पिन: 19; पॅन नन्बर. AANPI6504Q



मा सबकत बादली मी रुजुदात घेतली

अस्सलवर हक्म नवर्व

हर्वेली क्र.१४,(वर्ग-२),पुणे

दस्तासोबत्ची नवकः थी./सी. जीवा यांना दिली. दिनांक 23/2/06



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Government of Maharashtra General Star	
D-5/STP(V)/C.R.1082/01/09/742-45/09	Dt. 18-3-2009
Date: 23/06/09	
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AGREEMENT TO SALE	Keserwadi, (Filipara)

!! JAI GANESH !! AGREEMENT TO SALE

THIS AGREEMENT TO SALE IS MADE AND EXECUTED ON 2317 DAY OF JUNE IN THE YEAR 2009.

Prerana Co-Op. Bank Ltd., Laxman Nagar Dange Chock, Thergaon, Pune - 411033

D-5/STP(V)/C.R.1082/01/ 09/742-45/09

नांव/Name Desale Joinub Hemraj 4711/Add Chinchweed, Pune -19 हस्ते/By Desci Dattertsaya V. पा**वती** क्र./Receipt No.... 00620

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JUN 23 2009

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STAMP DUTY MAHARASHTRA

For PRERANA CO-OP. BANK LTD.

malodiz Authorised Signatory



Chinchwad Pune 411019 { PAN = Through its Partners

MR. ASHOK RAGHUNATH MANE

Age: 42 yrs, Occ.: Business, R/at: Chikhali, Tal- Haveli, Dist. Pune { PAN = AEQ PM 5955 A }

### AND / OR

2. MR. RAJESH M. VARMA Age: 37 yrs, Occ.: Business, R/at: Sector No. 24, Plot No. 155] PCNTDA, Nigdi, Pune {PAN = AAM PV 5491 J}

D-5/STP(V)/C.R.1058/01/05

(Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the present Partners, Survivor of Survivors of

00F-PB5475

....OF THE ONE PART

### AN D

them, their heirs, assigns, executors, administrators and assigns.)

MRS. JAINAB HEMRAJ DESALE

Age: 28 years, Occ.: Business,

R/at: Child Care Hospital, Flat No.1, Sector No.20, Krishna Nagar, Chinchwad, Pune - 411019.

{ PAN = AANPI 6504@ }

HEREINAFTER called the "THE PURCHASER/S" (which expression shall unless repugnant to the context mean and include his /her /their heirs, executors, administrators and assigns)

HEREINAFTER referred to as "THE PROMOTERS / DEVELOPERS"

.... OF THE SECOND PART.

0

ALL THAT piece and parce of land Searing Sector No.20, Piot No. 6 Tal. Haveli Dist. Pune and within the local limits of Punori Chinobwad Municipal Tal. Haveli, Dist. Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and Pimpri Chinchwad New Fown Development Authority and within the jurisdiction of Sub- Registrar, Haveli, No. 14/ 18, Pune and the property is

ON OR TOWARDS EAST: ON OR TOWARDS WEST ON OR TOWARDS SOUTH ON OR TOWARDS NORTH

24 Mtr. Wide Road Sector No. 20 - Plot No. 1 to 75.00 Mtr. Wide Road 15 Mtr. Wide Road

## HEREINAFTER CALLED THESAID PLOT.

AND WHEREAS the above SAID PLOT is allotted by PCNTDA by a Agreement to Lease to Shri Ashok Raghunath Mane, on dated 3.2.2005 which was duly registered in the office of Sub- Registrar, Haveli No. 14/18 vide Doc.

AND ACORDINGLY the PCNTDA has also issued Allotment Certificate for the SAID PLOT, by their Allotment Certificate No. DA/SECTION II/ 865, Dt.

AND WHEREAS Shri Ashok Raghunath Mane has decided to develop the SAID PLOT and approached to the Developer who has decided to develop the SAID PLOT. And accordingly the Developer and Mr. Ashok Raghunath Mane has entered into an Partnership Deed & Power of Attorney was executed and registered in the Office of the Sub Registrar, Haveli No.14/18, Pune, vide Document Sr.No. 2498/2006, And accordingly the Developer herein have rights to develop the SAID PLOT.

AND WHEREAS Mr. Ashok Raghunath Mane has submitted application commencement to PCNTDA Commencement Certificate vide their No. DA/26/20/ 6 / 2658, dt. 6/04/2005. and accordingly the Developer has made and executed the Deed of Declaration of the SAID PLOT, which was duly registered in the Office of the Sub Registrar Haveli No. 14/18 vide Document Serial No. 1882 / 2006.

AND WHEREAS the Developer has thereupon applied to PCNTDA for the purpose of construction of commercial complex on the SAID PLOT by submitting the plans / designs pertaining to the same with the Corporation

And accordingly M/s SAI DEVELOPERS has started the construction work on the SAID PLOT as per the rules and regulations of the PCNTDA.

By Virtue of the above said Registered Agreement to Lease and Power of Attorney, the Developer herein have rights to develop the SAID PLOT.

AND WHEREAS the Developer has also obtained N.A. Order by concerned Local Authority bearing No. PRH/ NASR / 88 / 05 dt. 5/04/2005.

AND WHEREAS the Developer has commenced, construction on the SAID PLOT in accordance with the sanctioned plans of PCNTDA vide Commencement Certificate referred to above Hereinafter referred to as " THE SAID BUILDING."

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AND WHEREAS the Developer herein appointed an Architect and Structural Engineer for the preparation of the structural designs and drawings of the said building to be constructed on the SAID PLOT and accepted the professional supervision of the Architect and Structural Engineer till the completion of the Building.

AND WHEREAS the Purchaser demanded from the Developer and Developer has given inspection to the Purchaser of all the documents of title relating to the SAID PLOT, the Development Agreement and the plans, designs and specifications prepared by the aforesaid Architect of the Developer, and such other documents as are specified under the Maharashtra Ownership FLAT (Regulations of the promotion of Construction, Sale, Management & Transfer) Act 1963, and the rules made thereunder.

AND WHEREAS the copy of the Title Certificate issued by the Advocate of the Developer, Copy of allotment letter showing the nature of the title to the SAID PLOT property on which the SAID FLAT are to be constructed and the copy of the plans and specifications of the SAID FLAT agreed to be purchased and approved by the concerned Local Authority.

AND WHEREAS after the Purchaser's enquiry, the Developer requested the Purchaser to carry out independent necessary search by appointing his / her / their own Advocate and to ask any queries, he / she/ they had regarding the title and the nature of the title and the Purchaser has satisfied himself about the marketable title of the said owners and rights of the Developer in respect of the SAID PLOT and therefore, agreed to purchase one SAID FLAT which is more particularly described hereunder, hereinafter for the sake of brevity and convenience referred to as the SAID FLAT

AND WHEREAS the Purchaser herein is aware of the fact that the Developer herein has entered into or will enter into the similar and / or separate agreement/s with several other person/s and or parties in respect of the SAID FLAT in the said building.

AND WHEREAS the Purchaser herein represented, assured and declared that the Purchaser is entitled to and otherwise not debarred or disentitled to acquire the **SAID FLAT** under the provisions of the Maharashtra Co-Operative Societies Act, 1960 (Maharashtra Act NO. XXIV of 1960)

AND WHEREAS relying on the Purchaser's representation, declaration and the assurances, the Developer herein agreed to sell and the Purchaser herein agreed to purchase a SAID FLAT No.A 5 + A 6, admeasuring area 1825 sq.fts. i.e. 169.61 sq. mtrs., built up area (approx.), plus Terrace area 55 sq. ft + 55 sq. ft. + 95 sq. ft. i.e. 205 sq. ft. i.e. 19.05 sq. mtrs. situated on FIRST FLOOR in the Building Wing A (Which area is inclusive of the area of the balconies) in the building situated on the SAID PLOT (hereinafter referred to AS THE SAID FLAT) at or for the total consideration of Rs. 24,00,000/- (Rs. Twenty Four Lacs Only) which includes the proportionate price of the common areas and facilities description of the common areas and facilities appurtenant to the premises, are more particularly described in the SCHEDULE written hereunder, but does not include the cost of the extra amenities and facilities, provided over and above the normal standard amenities and facilities as per ANNEXURE annexed hereto.

urchaser herein prior to / at the time of the S execution of these presents has wait to the Developer a sum of Rs. 9,00,000/ as

WHEREAS the under:-

Rs. 7,00,000/-

Paid by Cash from time to time.

MAVELI NO

Rs. 2,00,000/-

Paid by Cheque No. 181693, Dt. 13/06/09

HDFC. Bank, Satara Branch.

Rs 9,00,000/-=======

The receipt whereof the Developer doth hereby admit and acknowledge, being the part payment of the price of the SAID FLAT agreed to be sold to the Purchaser by the Developer herein on the terms and conditions hereinafter appearing.

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

- The Developer shall construct the said building on the SAID PLOT in accordance with the plans, designs, specifications, revised plans, approved by the concerned Local Authority and which have been seen and approved by the Purchaser with only such variations and modifications as the Developer may consider necessary or as may be required by the concerned Local Authority/ Government to be made in them or any of them. The Purchaser hereby agrees and gives his / her consent to the Developer to carry out such alterations, modifications etc. in the sanctioned plan as may be required from time to time. The Purchaser shall not be entitled to raise any objection against the Developer, if the Developer exploits / enjoys additional tenement/ FSI / Built up area if and when sanctioned by the concerned authorities.
- The Purchaser hereby agrees to purchase/ acquire from the Developer and the Developer hereby agrees to sell / allot unto the Purchaser one SAID FLAT ( hereinafter for the sake of brevity and convenience referred to as THE SAID FLAT bearing FLAT No. A 5 + A 6 admeasuring area 1825 sq. ft. i.e. 169.61 sq. mtrs., built up area (approx.), plus Terrace area 55 sq.ft + 55 sq. ft. + 95 sq. ft. i.e. 205 i.e. 19.05 sq. mtrs in common areas and facilities in the Building WiNg A Which is inclusive of the said area of the Balcony on FIRST FOOR and more particularly described in the SCHEDULE hereunder written at or for the price of Rs. 24,063,000/- (Rs. Twenty Four Lacs Only ) which is inclusive the proportionate price of the common areas and facilities appurtenant to the SAID FLAT the nature, extent and description of the common/ limited common areas and facilities which are more particularly described in the SCHEDULE written hereunder. The said price dose not include the cost of additional amenities and facilities over and above the normal standard amenities, facilities, etc. The said price further does not include the cost and other charges for the restricted areas and facilities, and also all the expenses for stamp duty, tax under the works Contract Act, sales tax, and other taxes, registration charges, society charges, society formation charges and other deposits, taxes and charges as may be levied from time to time by the concerned Authorities which shall be paid by the Purchaser separately as and when the same will be due or payable under this agreement. The purchaser has paid the registration fees and stamp duty to the developer.

The Purchaser has paid Rs. 9,00,000/- to the Developer or at or before the time of execution of this Agreement the Purchaser hereby agrees to pay to the Developer the balance of the purchase price of Rs. 15,00,000/- Rs. Fifteen Lacs Only ) within two month from the date of execution of this Agreement to Sale. The Purchaser hereby agrees for the same.

It is made clear and agreed by and between the parties hereto that the Developer shall not be bound to follow the chronological order of any of the above said stages/ installments and that the Developer shall be completely at liberty to choose chronology of the respective stages of the construction. The Developer is also entitled to merge or consolidate two or more installments in its discretion by simultaneously executing the contemplated work in the said installment.

It is hereby agreed that the time for payment as specified above is the essence of the contract and upon any failure of the Purchaser to pay the same on due dates, it shall be deemed that the Purchaser has committed breach of this agreement and the Developer shall be entitled to take such action as is entitled to take in case of breach of the agreement.

- 3. The Developer hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the PCMC AND PCNTDA at the time of sanctioning the said plans or thereafter and shall, before handing over the possession of the SAID FLAT to the Purchaser, obtain from the concerned Local Authority occupation or completion certificate in respect of the SAID FLAT. The Purchaser shall not be entitled to claim possession and allotment and transfer until the completion certificate in respect of the SAID FLAT is awarded and the final deed of sale / transfer is executed and registered in favour of the proposed common organisation i.e. Apartment Condominium after fulfilling all the legal formalities and only after the Purchaser has paid the entire dues under these presents unto the Developer.
- 4. The Developer hereby agrees that he shall, before handing over the possession of the SAID FLAT to the Purchaser and in any event, before execution of the Conveyance of the SAID FLAT the said building if required, in favour of the ultimate common organisation, as far as practicable ensure that the SAID PLOT is free from all the encumbrances so as to enable him the said owner to convey to the ultimate common organisation such absolute clear and marketable title (which is accepted by the Purchaser on as is where is basis, without any further objection or requisition as to title ) on execution of a conveyance of the SAID PLOT and / or building by the Developer / the said owner in favour of such common organisation, if required.
- 5. Without prejudice to the rights of the Developer under clause 6 of this Agreement, the Purchaser agrees to pay to the Developer an **interest** @ 24% **per annum** ( with quarterly rests )on all the amounts which become due and payable by the Purchaser to the Developer under the terms of this Agreement, from the date the said amount becomes payable by the Purchaser to the Developer till the actual date of payment.
- 6. On the Purchaser committing **default in payment** on the due dates of the amount due and payable by the Purchaser to the Developer under this Agreement (including his/ her proportionate share of the taxes, levied by the concerned Local Authority and other outgoings ) and on the Purchaser committing breach of any of the terms and conditions herein contained, the Developer shall be entitled at his own option to terminate this Agreement.

Provided always that we powed of termination hereinbefore contained shall not be exercised by the Developer unless and until the Developer shall have given to the Purchaser 15 days prior notice in writing of his intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser in remedying such breach or breaches within a 15 days time after giving of such notice.

Provided further that **upon termination** of this Agreement as aforesaid, the Developer shall refund and/ or tender to the Purchaser the installments of sale price of the SAID FLAT which may till then have been paid by the Purchaser to the Developer, but the Developer shall not be liable to pay to the Purchaser any interest on amount so refunded / tendered and upon termination of this Agreement refund by cheque of the aforesaid amount by the Developer, the Developer shall be at liberty to dispose off and sell the **SAID FLAT** to such person at such price as the Developer may in his absolute discretion think fit.

- 7. The standard and additional fixtures, fittings, and amenities to be provided by the Developer in the SAID FLAT as the said Building are those that are set out in this Agreement to Sale, the Purchaser shall not be entitled to any extras. If howsoever, any other extra fittings, fixtures or amenities are provided by the Developer, the Purchaser shall be bound to pay extra price for such additions as per the bills of the Developer. The bills raised by the Developer shall be final.
- 8. The Developer shall give the **possession** of the **SAID FLAT** to the Purchaser within 2 months from the date of execution of this Agreement. The said Sale Deed / Conveyance deed is to be executed within 2 months from obtaining the final completion Certificate in respect of the entire building project. If the Developer fails or neglects to give the possession of the **SAID FLAT** to the Purchaser on account of reasons beyond the provisions of the section 8 of the Maharashtra Ownership Act, by the aforesaid date or the dates, then the Developer shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the **SAID FLAT** with simple interest at 9% per annum.

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

- Non availability of steel, cement, other building material, water or electric supply.
- ii. War, Civil Commotion or Act of God.
- Any notice, order, rule, notification of the Government and / or other public or competent Authority or any Decree/ Order of any Court.
- iv. Delay or default committed by the Purchaser or other Purchasers in making the timely payment of the installments, without prejudice to the right of the Developer to terminate the Agreement.

280INT SUB-CONTROLL SUB-PROSSESSION OF the SAID FLAT

9. The Purchaser shall take the possession of the SAID FLAT within seven that the SAID FLAT is ready for use and occupation on execution of the proper necessary.

Provided that if within a period of One year from the date of Completion Certificate, the Purchaser brings to the notice of the Developer any defect in the SAID FLAT or the building in which the SAID FLAT is situated or the material used therein or any unauthorised change effected by the Developer in the construction of the said buildings, then wherever possible such defects or unauthorised changes shall be rectified by the Developer at his own cost and in Case, it is not possible to rectify such defect or unauthorised changes, then the Purchaser shall be entitled to receive from the Developer, the reasonable compensation for such defect or change. Provided further that, it is agreed that the prescribed liability period under this agreement shall be deemed to have commenced from the date of obtaining the completion certificate in respect of the

Provided further it is also agreed that the Purchaser shall not carry out any alterations, or internal modifications or unauthorised construction of whatsoever nature in the SAID FLAT or any fittings therein. In particular, it is agreed that the Purchaser shall not tamper with or make any alteration in any of the fittings, pipes, water supply connections or any of the erections in the bathroom as this may result in see page of water and / or affect the strength of the structures. If any of such works are carried out without the written consent of the Developer, the Purchaser shall not be entitled to the warranty regarding the defect liability and the alleged defect liability of the Developer shall automatically stand extinguished.

- 10. The Purchaser shall use the SAID FLAT or any part thereof, or permit the same to be used only for the **commercial purpose** except the business of chicken / mutton Shop. The Purchaser shall not used the SAID FLAT or any part thereof for any kind of illegal activities which are strictly prohibited by the Developer.
- 11. Commencing a week after notice in writing is given by the Developer to the Purchaser that the SAID FLAT is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share p.a. (i.e. in proportion to the Built up area of the SAID FLAT) of outgoing in respect of the said land and the buildings/s, namely, local taxes, betterment charges or such other levies by the concerned Local Authority and / or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidar, sweepers and all other expenses necessary and incidental to the management and for maintenance of the SAID PLOT and building/s. The Purchaser shall pay to the Developer such proportionate share of outgoings as management by the Developer.
- 12. The Purchaser himself / herself / themselves with intention to bring all persons into whosoever hands the **SAID FLAT** may come. Doth hereby covenant with the Developer as follows:
- a) To maintain the SAID FLAT at Purchaser's own cost in good tenantable repair and condition from the date of possession of the SAID FLAT taken and shall not do or suffer to be done anything in or to the building in which the SAID FLAT is situated, staircase or any passages which may be against the rules, regulations or bye laws of the concerned Local Authority or change / alter or

make addition in or to the building in which the SAID FLAT is

SAID FLAT itself or any part thereby

- To carry at his own costs all the internal repairs to the SAID FLAT and maintain the SAID FLAT in the same condition, state and order in which it was delivered by the Developer to the Purchaser and shall not do or suffer to be done anything in or to the building in which the SAID FLAT is situated or the SAID which may be given the rules and regulations and bye - laws of the concerned Local Authority or other Public Authority, and in the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the concerned Local Authority and / or other Public Authority.
- The Purchaser shall be liable to pay Electric connection charges, electric meter charges, Transformer deposit / Charges of M.S.E.B. etc. and for such other incidental expenses as actual and Developer will not responsible for the same. The purchaser has paid the same separately to the developer.
- Open spaces around the building, and lobbies all are the property of d) Developer and he have exclusive right to sale the said property to any SAID FLATPurchaser/s at any cost and this area will be not treated as a common area. It will be treated as restricted area.
- To bear and pay increase in local taxes, water connection charges, insurance and such other levies if any, which are imposed by the concerned Local Authority and / or Government and / or other public authority on account of changes of the user of the SAID FLAT by the purchase viz user for any purpose other than for specified purpose.
- The Purchaser shall not let, sub-let, transfer, assign, or part with the Purchaser interest or benefit factor of this Agreement or part with the possession of the SAID FLAT until all the dues payable by the Purchaser to the Developer under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser intimated in writing to the Developer and obtain prior written consent of the Developer for the same which consent the Developer in his absolute discretion may grant or refuse.
- The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or the Association of the Apartment Owners may adopt at its inception and the additions. Alterations or amendments thereof that may be made from time to time for protection and maintenance of the said buildings and the SAID FLAT therein and for the observance and performance of the building rules, regulations and by - laws for the time being of the concerned local authority and of the Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the consenting party regarding the occupation and the use of the SAID FLAT in the building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other outgoing in accordance with the terms of this agreement.
- The Purchaser shall permit the Developer and their Surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon the SAID PLOT and the buildings or any part thereof to view and examine the state and condition thereof.

13. Nothing contained in the Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the SAID FLAT of of the SAID FLAT and building or any part thereof the Purchaser shall have no claim save and except in respect of the SAID FLAT hereby agreed to be sold to him and all open spaces, parking spaces. Nothies, staircases, terraces, recreation spaces, etc. will remain the property of the Developer until the said land and building is / are transferred to the society, Limited Company and / or the Association of the Apartment Owners, as the case may be, as hereinbefore mentioned. The Developer is absolutely entitled to allot or transfer right to enjoy terrace / parking space / open space etc., exclusively and / or as restricted area and facility upto and in favour of any individual or other Purchasers. The Purchaser shall not be entitled to raise any objection against the Developer in the exercise of such right of the Developer.

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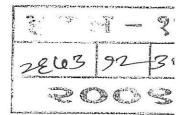
- 14. Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser by the Developer shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Developer.
- 15. The Purchaser shall present this Agreement as well as any other deeds, documents etc. at the proper Registration OFFICE for registration within the time limit prescribed by the Registration Act and the Developer will attend such OFFICE and admit and execution thereof. Any delay for submission of this Agreement, deeds, documents etc. by the Purchaser, the Purchaser shall be liable for any penalty imposed if any, including any other consequences arised thereof.
- 16. **All notices** to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D. / Under Certificate of posting at his/ her/ their address specified hereinabove.
- 17. The Purchaser **shall not raise any objection** in the matter of allotment or sale of other accommodation **SAID FLAT** in the said scheme to any other person/s by the Developer on any ground whatsoever.
- 18. The area of the SAID FLAT is approximate. Any addition or reduction in the area shall be accounted for and in case of increase of the area, the Purchaser shall be liable to pay the Developer proportionate amount in addition to the consideration agreed hereunder and in case of reduction he / she / they shall be entitled for proportionate deduction from the consideration agreed hereunder.
- 19. It is further agreed that in case the Purchaser desires to enclose / close the balconies of the SAIDFLAT. He shall not be entitled to execute or carry out the said work on his own, without the prior written permission of the Developer. In any such event, the Purchaser shall intimate his/ her/ their intention in writing to the Developer. The Developer then subject to the permission from the concerned authority shall be entitled to carry out and executed the said work of enclosing balcony against the full prior payment by the Purchaser as per the bill / estimate of the Developer. The Purchaser shall also pay and bear separately the amount of premium / fine, if any, as may be charged by the concerned Authority for getting the necessary permission to enclose the balconies.

2803 79 30

20. It is hereby expressly agree the tweethine Developer and the Purchaser that the Developer shall have full and exclusive right, to allot, sell the parking space, garage, garden space and open space to the specific SAID interest to claim any right on any such garden space, parking space, garage or open space allotted exclusively to any SAID FLAT Purchaser or any other person.

- 21. If any rules from Local, state or National Govt. regarding Service Tax, VAT or any other tax, then Purchaser will pay as and when required and demanded by the Developer.
- 22. This Agreement shall always subject to the provision of the Maharashtra Apartment Ownership Act 1970 and applicable as amended from time to time. The Developer will from Apartment condominium and register the Deed of Declaration as per the Law, 160 and 1963 Society Act is not applicable for this scheme and the Purchaser will not pressurized for formation of society after taking possession in future.
- 23. If the Purchaser wants to **cancel** the **SAID FLAT** or wants to **transfer** the **SAID FLAT** to third party, then the Purchaser have to pay Rs. 10,000/- to the Developer as processing charges thereof.
- 24. The Developer shall has right of pre-emption or first right to utilize the residual or available FSI or which may be increased for whatsoever reason in respect of the SAID PLOT or any other FSI or TDR (Building Potential), is granted by the appropriate Authority and allowed to use the same on the SAID PLOT by constructing or raising any additional floor/s of the building which is / are under construction or to be constructed on the SAID PLOT. The Purchaser herein by executing these presents has given his/ her/ their irrevocable consent for the aforesaid purpose.
- 25. The Developer hereby undertakes to pay the **TRANSFER CHARGES** as actual in respect of the **SAID FLAT** to P.C.N.T.D.A. as per their demand and rules and regulations.
- 26. The height of the SAID FLAT will be 9 ft. of the Lower Ground SAID FLAT and height of the Upper Floor SAID FLAT shall be 16 ft. and the Purchaser will not raise any objection of whatsoever nature in respect of the height The Loft (Mazinine) will be provided by the Developer in each SAID FLAT.
- 27. The buildings which are constructed on the said property is permanently named as a " **OM SAI MARKET**". The Purchaser will not change the buildings





ALL THAT piece and parcel of land bearing Sector No.20, Plot No. 6 having totally admeasuring area 3,582.0 Sq.Mtrs, situated at Village chikhali, Tal. Haveli, Dist. Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and Pimpri Chinchwad New Town Development Authority and within the jurisdiction of Sub-Registrar, Haveli, No. 14/18, Pune and the property is bounded is as under:-

ON OR TOWARDS EAST

24 Mtr. Wide Road

ON OR TOWARDS WEST

Sector No. 20 - Plot No. 1 to 8

ON OR TOWARDS SOUTH

75.00 Mtr. Wide Road

ON OR TOWARDS NORTH

15 Mtr. Wide Road

Along with All easement hereditament and other annexed rights.

### SCHEDULE - II

### DETAILS OF THE SAID FLAT

PROJECT NAME

- OM SAI MARKET

WING

- 'A'

**FLOOR** 

:- FIRST FLOOR

FLAT NO

A5+A6

**BUILT UP AREA** 

1825 sq.fts. i.e. 169.61 sq.mtrs + Terrace

area 55 sq.ft + 55 sq.ft + 95 sq. ft. l.e. 205

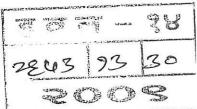
sq. ft. i.e. 19.05 sq. mtrs.

**PARKING** 

:-

Individually Car Parking Allotted





IN WITNESS WHEREOF the parties hereto have hereto set and subscribed their respective hands and seals on this day and year first hereinabove mentioned.

WITNESSES:-

Sign.

Woramd W

Name Mr. N.A. 8 hamdar

Address Satava.

2 Sign.

LING

2.

MR. RAJESH M VARMA

1.MR. ASHOK/RAGHUNATH MANE.

FOR MIS. SAI DEVELOPERS

"THE DEVELOPER"
PARTY OF THE FIRTST PART

Name Mr. Promad . Yalmar'

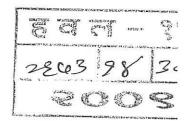
Address: Knith na Mpr. Chinchwas

Mrs. JAINAB HEMRAJ DESALE
"THE PURCHASER"
PARTY OF THE SECOND PART

KNOW THE EXECUTANTS

MURCHAND BHAT ADVOCATE





## AMENTIES FOR "A" WING BUILDING FOR

1) STRUCTURE:

High Quality RCC Frame Structure

2) BRICK WORK:

B.B. Masonry 6" Thick For All Walls.

3) PLASTERING:

Internally Neeru Finish & Externally Sand Face

Plaster.

4) DOORS:

Main Door T.W. Door Frame with front side laminate

Flush Door And others G.I. Door Frame with flush

door.

5) WINDOWS:

Powder Coated Aluminium Sliding Windows & Safety Grills.

FLOORING: 6)

16 x 16 Ceramic Tiles In All Rooms.

7) BATHROOMS:

Colored Glazed Tiles Dado Up to 7 Ft. height in

Toilets and 4 Ft. height in W.C.

KITC. OTTA: 8)

8 Ft. Length Green marble Top Kitchen Platform with

Stainless Steel Sink & Glazed Tiles Up to Lintel Level.

9) PLUMBING:

Concealed Plumbing With Hot & Cold Mixture in all

Toilets.

10) PAINTING:

Superior Quality Cement Paint For External Dry

Distemper To All Rooms.

11) ELECTRICIAL:

Concealed Electrification With Copper Wire And ISI

Mark Accessories. Telephone And Cable Point In

living & M.Bed.

Living : 1 Fan, 1 Tube, 1 Lamp, 2 Half pt. 1 TV

: 1 Fan, 1 Tube, 1 Lamp, 1 Half pt.

Kitchen : 1 Fan, 1 Tube, 1 Lamp, 1 Half pt.

Bath: 1 Lamp & 1 Power Pt., Stair, W.C. Terrace.

STAIRCASE : [2)

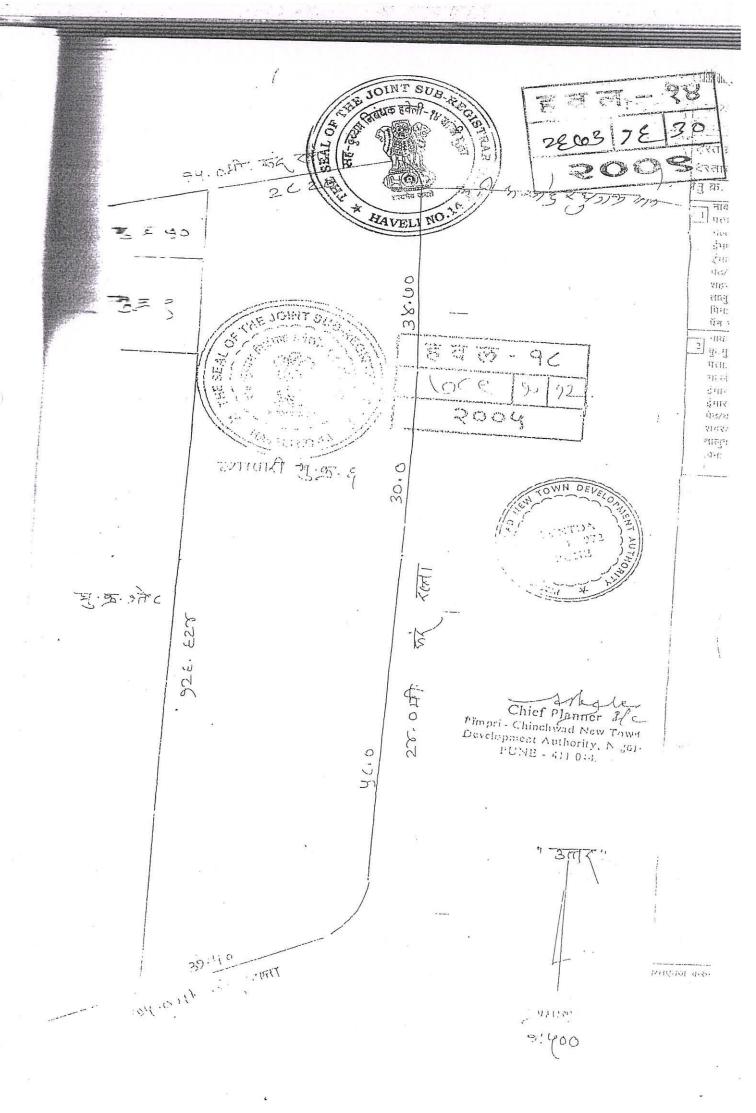
Blue polish stone for Tread and Riser or landing in

3) WATERPROOFING: Indian water proof on all Terrace.

\* \* \* \* \*

## प्लॉटया अव्यक्त व लाबंपावती

प्लॉट कमांक क्षेत्र चौ नीटर डॉट घारकाचे नाव 2009 07°5 12°17 30 Chief Planner 1/c Eweberment Authority, Nigdi. PUNE - 671 044. प्रमाण १:५०० है से हो बरोछ आकृतीतील नम्द केलेल्या प्लॉन्स्या चतुःसिमांची मापे जागेवर प्रत्यक्ष तपासून ्रवड स<mark>बनगर</mark> थि । या पाछिकारण



. .



# Ping: Chinchwad Yew Town Development Authority

### ALLOTMENT CERTIFICATE

This is to certify that Commercial Plot No. 6 from Sector No.20, Chikhali road. admeasuring about 3582.00 Sqm, of the Pimpri Chinchwad New Town has been allotted on Agreement to Lease to Shri.Ashok Raghunath Mane. The Licensee has prid Rs.12222569/- (Rs.One Crore Twentytwo lakhs Twentytwo thousand Five hundred Sixtynine only ) for the above plot. The Agreement to Lease for the above plot has been got executed from the leasee at Sub-Registrar's Office, Haveli No.18, Dist-Pune on 3-2-2005 at Sr.No. 789. The possession of the plot has also been handed over to the leasee on 3-2-2005, as per Agreement to Lease executed at Sub-Registrar Office, Haveli, Pune on 3-2-2005, at Sr. No. 789.

The above Commercial Plot No. 6, from Sector New 20, is a part of Old Survey/Gar No. -- from village Chikhali and the same has been received in possession of the Development Authority.

This Development Authority has got the layout plan from Sector No. 20, approved from the Government and it shows the Commercial Plot No. 6, allotted by the Development Authority.

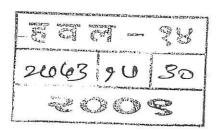
No.DA:Section-2/865

ro: 霍3 FEB 2005

Shri. Ashok Raghunath Mane,

At & Post. Chikhali, Tal. Haveli, Dist - Punc.

rai, maven, Dist - Pune



Alfotment Cerutis He Mushi, Sec

### पिंपरी चिंचवडं नवनगर विकास प्राधिकरण, निगडी, पुणे - ४४.

### सुधारीत बांधकाम परवानगी आदेश

विषय: अर्जिंदार/भूखंडधारक श्री./श्रीमती. स्ट्रिशिक सी./श्रीमती. स्ट्रिशिक सी./श्रीमती. स्ट्रिशिक सी./श्रीमती. सिट्रिशिक सी./सिट्रिशिक सी./सिट्रिशिक सी./सिट्रिशिक सी./सिट्रिशिक सी. सिट्रिशिक सिट्रिशिक सी. सिट्रिश

रांदर्भ : १. ह्या कार्यालयाचे सूळ मंजूर यांधकाग परयानगी आदेश पत्र क्र. विप्रा/२६/२० ६ १९८८ विनांक १८०२ ००

२. अर्जवार/भूखंउधारक श्री./श्रीमती. असी जिस्सी कार्चकरील भान्यताप्राप्त परवानाधारक श्री./श्रीमती. प्रवन् वर्भाः यांनी सादर केलेला प्रस्ताय दि. २.७.०५ ह्या कार्यालयात दि. २.४.०५ रोजी प्राप्त झाला.

भूखंडधारक/अर्जदार यांना भूखंड क्र. ६ पेठ क्र. २० स.नं. निर्मा प्रियंत यांना भूखंड क्र. ६ पेठ क्र. २० स.नं. कि. प्रियंत क्र. येथील बांधकामासाठी हा। कार्यालयाने दिलेले आदेश पत्र क्र. विप्रा/२६/२० ६ ११६८ विनांक १८०२० ८ हे रदद करण्यात आले आहे. भूखंडधारक यांनी सादर क्षणिकील मकाशांना पूर्वी दिलेले बांधकाम आदेश पत्रातील अटी/शर्ती क्रायम ठेऊन त्यांचा भंग न

त्रांधकाम आरंभ प्रमाणपत्र मिळाल्यानंतर भूखंडधम्बर्क अपूर्याचारिक राजी जागेवर बालीलप्रमाण माहिती वशिवणारा फलक लावावा.

अ) भूखंडधारकांचे नाव/परवानाधारकांचे कि अपूर्विक हेवेली विकार कि अपूर्विक कि कि अपूर्विक कि विकार कि अपूर्विक अपूर्विक कि अपूर्व कि अपूर

वरील काषाच्या जाहिरातीचा गसुदा २ वर्तनामपत्रात छापावा व त्याधील एक प्रादेशिक वर्तमानपत्र

वरील संगतीपत्राप्रमाणे काम करताना नगररचना अधिनियम य ह्यापूर्वी दिलेल्या बांधकाम परवानगी

ः.विम्रा/२६/२०/६ | स्ट्रेपु ८ देवांक

े मुख्य कार्यकारी अधिकारी

ी/श्रीमती अधिक आर भाने ट्रमूरवेरहारिक

चित्वर पण (परवानशारक)

ाहिती व पुढील कॉर्थवाहीसाठी प्रत :-

प्रभाग कार्यालय, पिंपरी चिंचव्ड महानगरपालिका मा. जिल्हाधिकारी, पुणे महस्तूल शाखा, पुणे - १. भू विभाग विद्युत विभाग (शिका)



O. C SIGNED BY C. E. O.

Collectorate Pune (Revenue Branch) NO.PRH/NASR/88/05 Pune-1,Dt. 5 /04/2005

#### ORDER

The Chief Executive Officer P C N T Authority vide his Allotment / Lease Deed Order N0.DA/Section-2/865, dt.3/02/2005, allotted Commercial Plot No--6, measuring 3582=00sq.mtr., Sector.N0.-20. of village Chikhali , Tal-Haveli, Dist-pune to Shri.Ashok Raghunath Mane of accordingly the plot in question has been handed over to the allotment / lease vide possession receipt dt.1/02/2005 also building plans for the Commercial purpose have been approved vide section 45 of M.R.T.P. Act 1966 vide their commencement order N0. DA /26/20//6/1168, dt.17/02/2005

The allottee vide his application dt 24/02/2005 has applied for leavy of N.A.plan the plot.

In exerciser of the power vested in him under Section 44 of the M.L.R.C.Code 1966 the Additional Collector, Pune is pleased to pas the following order ion respect of leavy of N.A.A.for construction of Commercial building in an area admeasuring 3582=00sq.mtr.out of Sector No.20,Commercial Plot No.6, of village Chikhali to Shri.Ashok Raghunath Mane. Subject to the following Conditions:

1) That the grantee shall construct the building strictly in accordance with plans sanctioned by P.C.N.T.D.Authority.

2) That the grantee shall pay N.A.A.of Rs.5072=00at the rate of Commercial @ Rs.1=416 per sq.mtr. from the date of taking over possession of plot i.e 1/02/2005. He shall also pay conversion tax of Rs25360=00 within 15 days from date of this order.

3) That the N.A.A.is fixed provisionally subject to the fixation of revised Standard Rated and eventually difference C.T.S.O.will also be recoverable.

1) That the grantee shall use the land plot for the Commercial Purpose for which N.A.is levied and to any other purpose without prior approval of the Collector failing in which he shall be liable for action under section 45 of the Maharashtra Land Revenue Code, 1966.

Additional Gollector, Rune

To,

Shri. Ashok Raghunath Mane.
At Post Chikali, Tal-Haveli, Dist-Pune.

1.Copy—to the C.T.S.O.Pimpri-Chinelwad with cvase papers—ii one file for information and necessary action.

2/-He requested to take steps to keep necessary notes in V.F.IV.and V.F.IV.N.A.Note book to effect the recovery of N.A.copy.

2. Copy to the Tahasildar, Haveli, for information and necessary action.

2/-He is requested to recover the Non Agriculture Assessment and conversion Tax



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