Scotting)

AGREEMENT

CUSTOMER NAME

MS. PRIYANKA VILAS MOHITE

FLAT NO. D-801

PROJECT - AARCON

DATE- / /2023

CONTACT NO- 9766084545.

4299



385/5291 Original/Duplicate पावती Saturday, April 08, 2023 नोंदणी क्रं. :39म 3:37 PM Regn.:39M पावती क्रं.: 5751 दिनांक: 08/04/2023 गावाचे नाव: पुनवळे दम्तऐयजाचा अनुक्रमांक: हवल17-5291-2023 दस्तऐवजाचा प्रकार : करारनामा मादर करणाऱ्याचे नाव: प्रियांका विलास मोहिते लग्नाबगोदरचे नाव प्रियांका विनोद केसरकर लग्नानंतरचे नाव -नोंदणी फी रु. 30000.00 दस्त हाताळणी फी স. 1060.00 पृष्ठांची संख्या: 53 ₹. 31060.00 ग्कूण: आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे **्र**मिह दुय्यम निवंधक, हवेली-17 3:51 PM ह्या वेळेस मिळेल. सह. दुरयम निबंधक वाजार मुल्य: रु.4341040.928 /-हवेली क्र.१७, पुणे मोवदला रु.4485000/-भरलेले मुद्रांक शुल्क : रु. 269100/-1) देयकाचा प्रकार: DHC रक्कम: रु.1060/-डीडी/धनादेश/पे ऑर्डर क्रमांक: 0504202305664 दिनांक: 08/04/2023 वँकेचे नाव व पत्ता: 2) देयकाचा प्रकार: eChallan रक्कम: ऋ.30000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH017974362202223E दिनांक: 08/04/2023 र्वंकचे नाव व पत्ता:

मुळ दस्त परत वेला

दुय्यम निवंधक : मह दु.नि. हवेनी 17

दस्त क्रमांक : 5291/2023

नोदंणी : Regn:63m

गावाचे नाव: पुनवळे

(1)विलेखाचा प्रकार करारनामा (2)मोबदला 4485000 (3) बाजारभाव(भाडेपटटयाच्या 4341040.928 वावनिनपटटाकार आकारणी देतो की पटटेदार ने नमुद करावे) (4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास) 1) पालिकेचे नाव:पिंपरी-चिंचवड म.न.पा. इतर वर्णन :, इतर माहिती: गाव मीजे पुनावळे येथील सव्हें नं 25 हिस्सा नं 1,सव्हें नं 25 हिस्सा नं 2,सव्हें नं 27 हिस्सा नं 5 या मिळकतीवर बांधलेल्या स्किम आरकॉन या योजनेत्रील बिंग डी मधील आठव्या मजल्यावरील फ्लॅट नं 801 यांमी कारपेट क्षेत्र 58.98 चौ.मी. + एक कव्हर्ड कार पार्किंगनह. दि.31 मार्च 2021 रोजीच्या आदेशाच्या अनुपंगाने महिलांना देण्यात आलेल्या 1 % मुद्रांक शुल्क माफी. शासन आदेश क मुद्रांक -2021/अनौ.सं.क्र.12/प्र.क्र.107/म-1(धोरण)दि.31.03.2021)((Survey Number: 25;)) (5) क्षेत्रफळ 1) 58.98 चौ.मीटर (6)आकारणी किंवा जुडी देण्यास असेल नेव्हा. (7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या 1): नाव:-मे. जी. के. अमोसिएट्स तर्फे प्रो. प्रा. म्हणून श्री. विनोद प्रेमचंद चांदवानी वर्फे क. ज. कु. मु. म्हणून श्री. पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा अतुल एन. कटारीया वय:-55; पत्ता:-प्लॉट ने: -, माळा नं: -, डमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: पिंपरी, हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे महाराष्ट्र, पुणे. पिन कोड:-411017 पॅन नं:-ADVPC0520B नाव व पत्ता. (8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा 1): नाव:-प्रियांका विलास मोहिने लग्नाअगोदरचे नाव प्रियांका विनोद केमरकर लग्नानंतरचे नाव - वय:-31; पन्ता:-दिवाणी न्यायानयाचा हुकुमनामा किंवा आदेश प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रेठरे हरणाक्ष जि. मांगली, महाराष्ट्र, SANGLI. असल्याम,प्रतिवादिचे नाव व पना पिन कोड:-415302 पॅन नं:-CIXPM5424M (9) दस्तांग्यज करन दिल्याचा दिनांक 08/04/2023 दरतासोबतची प्रद मी नक्कल केली (10)दम्त नोंदणी फेल्याचा दिनांक 08/04/2023 मी वावली (11)अनुक्रमांक,खंड व पृष्ठ 5291/2023 भी रूजवात घेतली यांना दिली असे. (12)बाजारभावाप्रमाणे मुद्रांक शुल्क 269100 अस्तल वरहुकुम नवकत

भुल्यांकनासाठी विचारात धेनलेला तपशील:-:

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

(14)शेग

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

30000





CHALLAN MTR Form Number-6

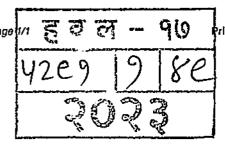


GRN MH017974362202223E	BARCODE IIII			IIII Date	30/03/2023-19:1	10:15	Forn	n ID	25.	2	
Department Inspector General Of Registration			Payer Details								
Stamp Duty			TAX ID / TA	N (If Any)							
Type of Payment Registration Fee			PAN No.(II	Applicable)							
Office Name HVL1_HAVELI NO1 SUB REGISTRAR			Full Name		PRIYANKA VILAS	MOH	IITE				
Location PUNE											
Year 2022-2023 One Tim	Year 2022-2023 One Time		Flat/Block No. S.NO.25								
Account Head Det	talis	Amount In Rs.	Premises/E	Building							
0030046401 Stamp Duty		269100.00	Road/Stree	t	PUNAWALE						
0030063301 Registration Fee		30000.00	Area/Local	ity	PUNE			•			•
			Town/City/i	District							
			PIN			4	1	1	0	3	3
			Remarks (I	f Any)							
			SecondPart	yName=G I	ASSOCIATES-						
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OF LYCEO											
₹299100.00											
			Amount In	Two Laki	n Ninety Nine Thou	sand	One I	lundre	ed Rup	ees	0
TOTALEFACE		2,99,100.00	Words	nty							
Payment Details BANK OF MAHARASHTRA				FC	R USE IN RECEI	/ING I	BANK	:			
Cheque-DD Details			Bank CIN	Ref. No.	0230004202303	30899	56 230896635836				
Cheque/DD No.			Bank Date	RBI Date	30/03/2023-19:10	0:48	3	1/03/2	023		
Name of Bank			Bank-Branch BANK OF MAHARASHTRA								
Name of Branch			Scroll No. ,	. Date 30331 , 31/03/2023							

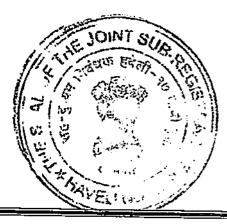
Department ID:
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चान केवल दुरसम निवंधक कार्यालयात नोदंणी करावयाच्या दस्तांसाठी लागु आहे. नोदंणी न करावयाच्या दस्तासाठी सदर चंदान ताम्।
Validity-unknown

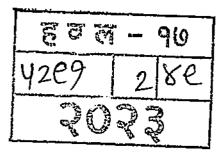
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	IST Second				
Sr. No.	Doog Belling	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(iS)-385-5291	0000151197202324	08/04/2023-15:37:49	IGR024	30000.00
2	(iS)-385-5291	0000151197202324	08/04/2023-15:37:49	IGR024	269100.00
	Total Defacement Amount				2 99 100 00



Print Date 08-04-2023 03:59:13





AGREEMENT TO SALE

Project Name

: AARCON

Project Type

: Residential + Commercial

Building/Wing No.

: D

Floor No.

: EIGHTH FLOOR

Apartment No.

: 801

Consideration

: Rs. 44,85,000/-

Survey No.

: Survey Nos. 25/1 (P), 25/2, 27/5 (P)

Modifice

Village Postal Code

: Punawale

RERA Reg. No.

: 411 033 : P52100030862

Plan Sanction No.

: B.P./Punawale/10/2022

Dated 31/01/2022

Date of Possession

: 31/12/2024

Annexure-A

: Certificate of Title

Annexure-B

: 7/12 Extract of Land

Annexure-C1

: Layout of the Project

Annexure-C2 Annexure-D

: Sanction Building Plan

Annexure-E

: Floor Plan of The Apartment

Annexure-F

: Specification & Amenities of Apartment : Certificate of Registration with RERA

Annexure-G

: Commencement Certificate

THIS AGREEMENT MADE AT PUNE ON THIS...DAY
OF...IN THE YEAR 2023.

BETWEEN

M/S. G. K. ASSOCIATES, A Proprietorship Firm duly constituted under the governing provisions of Maharashtra Shops and Establishment Act having its registered address at Survey No. 122, Pimple Saudagar, Pune-411027 through its Sole Proprietor

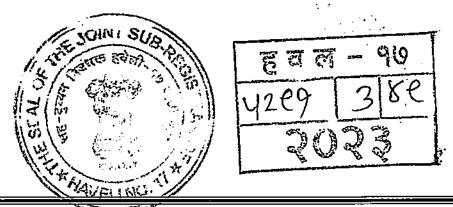
MR. VINOD PREMCHAND CHANDWANI

[Income Tax Permanent Account Number ADVPC0520B]

Age: About 54 Years, Occupation: Business

R/at: SIND HOUSING SOCIETY, AUNDH, PUNE- 411007

Hereinafter referred to as "THE PROMOTER" / "DEVELOPER" / "BUILDER" / LAND OWNER (Which the expression shall unless it be repugnant to the context or meaning thereof mean and include the said Proprietorship firm and its proprietor, his heirs, executors, administrators, agents and assignees) OF THE ONE PART.



AND

1. MS. PRIYANKA VILAS MOHITE (BEFORE MARRIAGE)
MRS. PRIYANKA VINOD KESARKAR (AFTER MARRIAGE)

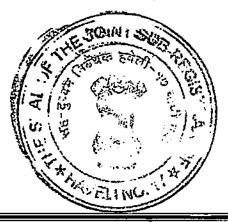
Age: About 31 Years, Occupation: SERVICE

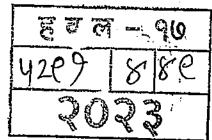
PAN: CIXPM5424M, AADHAR NO: 8773 1184 9941

RESIDING AT: 261, PATTHE BAPURAO ROAD, BIROBA MAL, RETHARE HAMAKSHA, SUB-DIST-WALWA, DIST- SANGLI, MAHARASHTRA- 415302.

Hereinafter jointly referred to as "THE ALLOTTEE" / "PURCHASER" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Allottee, his/her/their successors, heirs and permitted assignees alone so far as the obligations on the part of the Promoter is concerned) OF THE SECOND PART.

WHEREAS the Promoter herein above referred is the owner of all that piece and parcel of land admeasuring 02 Hectare 82.60 Ares comprising of (a) land collectively admeasuring 01 Hectare 13.95 Ares carved out of the land bearing Survey No. 25/1 totally admeasuring 01 Hectare 98 Ares and having a revenue assessment of Rs. 2.00 Paise, (b) land totally admeasuring 00 Hectare 55 Ares bearing Survey No. 25/2 having a revenue assessment of Rs. 00.59 Paise, (c) land admeasuring 01 Hectare 13.65 Ares carved out of land bearing Survey No. 27/5 totally admeasuring 01 Hectare 97 Ares and having a revenue assessment of Rs. 01.56 Paise, all lands lying, being and situated at Gaon Mauje: Punawale, Taluka: Mulshi, Jillah: Pune within the local limits of Pimpri-Chinchwad Municipal Corporation and within the jurisdiction of Ld. Sub-Registrar of Assurances at haveli as described at Schedule-A mentioned herein below (herein after referred to as the "said land") and accordingly its name is mutated in the revenue records of the said survey number vide Mutation Entry bearing No. 5499 dated 20/01/2021. The Promoter had purchased the said land from (1) LandLord Properties Private Limited represented through its Director Mr. Ashish Madhav Malpani, (2) Giriraj Enterprises represented through its Partner Mr. Ashish Madhav Malpani vide the Sale Deed dated 28/12/2020 and registered on 08/01/2021 with the office of the Sub-Registrar of Assurances Haveli No. 17, District Pune at Serial No. 408/2021. Thereafter, vide the Possession Receipt dated 21.05.2021 registered with the office of the Sub-Registrar of Assurances Haveli No. 5, District Pune at Serial No. 5364/2021, the Promoter herein handed over an area admeasuring 00 H 10.7101 R i.e. 1071.01 sq. mtrs carved out of Survey No.27/5 which was affected by the 18 mtr wide D.P. Road to the Pimpri Chinchwad Municipal Corporation. Accordingly, the effect of the said road-handover was recorded on the revenue records vide Mutation Entry No. 5575 dated 14/06/2021 and thereby the Promoter was left with the ownership of the remaining area admeasuring 27,188.99 sq. mtrs i.e. 02 H 71.90 R (rounded off). The below-mentioned project is being carried out on the land admeasuring H 71.8890 carved out of the said land and the same is described at Schedule-A1 and such area is herein after also referred to as the "the project land". AND





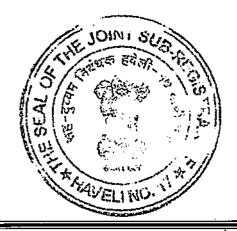
WHEREAS for the purpose of getting the plan sanctioned from the Pimpri Chinchwad Municipal Corporation ('PCMC') for the said land/project land, Promoter applied for sanction of layout to the Pimpri Chinchwad Municipal Corporation and accordingly Pimpri Chinchwad Municipal Corporation vide sanctioned plan bearing No. B.P./Punawale/20/2021 dated 16/04/2021, which was also accompanied Work by the Commencement order bearing Commencement Certificate B.P./ Punawale /20/21 dated 16/04/2021 & revised B.P./Punawale/10/2022 Dated 31/01/2022.

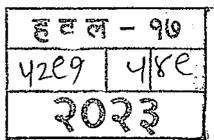
WHEREAS The Promoter herein is also granted a favourable NA Order/Sanad by the Hon'ble Collector vide Ja. Kra.42B/ Zameen/ NA/ SR13/2021 dated 05/03/2021.

WHEREAS the Promoter has proposed to construct on the project land a scheme comprising of ownership Apartment (Residential + Commercial) in the name of "AARCON" [Herein after referred to as the "said project"] consisting of building/floors/units as tabled herein below;

TOTAL POTENTIAL OF PROJECT						
WING/ BUILDIN G	OCCUPATION TYPE	NUMBER OF FLOORS	TOTAL NUMBER OF UNITS IN THE BUILDING/WIN	PHAS E		
			G			
A	Residential	BP+UP+GP+14	140			
В	Residential	BP+UP+GP+14	112			
С	Residential	BP+UP+GP+14	112			
D	Residential	BP+UP+GP+14	140			
E	Residential	BP+UP+GP+14	140			
F	Residential	BP+UP+GP+14	112			
G	Residential	BP+UP+GP+14	112			
H	Residential	BP+UP+GP+14	140			
I	Residential	BP+UP+GP+14	140	i		
J	Residential	BP+UP+GP+14	154	1		
K	Commercial+	LGP+GP+13	159			
	Residential (MHADA)					

(hereinafter referred to as the "Said Building/s" for the sake of brevity).AND





WHEREAS the Real Estate Regulatory Authority, Pune has granted registration to this Project proposed on the Project land, vide registration no. P52100030862 dated 20/09/2021 authenticated copy of the said registration is attached to this agreement at Annexure-F

WHEREAS the Promoter has entered into a standard Agreement with Mr.Manoj Tatooskar, an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. However, the promoter herein has reserved the rights to change such Architect at any time if so desired by the promoter at its sole discretion. AND

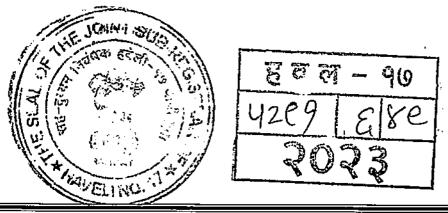
WHEREAS the Promoter has appointed G A BHILARE CONSULTANTS PVT LTD, structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the structural Engineer till the completion of the building/buildings. However, the promoter herein has reserved the rights to change such structural Engineer at any time if so desired by the promoter at its sole discretion. AND

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

WHEREAS by virtue of the recitals as mentioned herein above the Promoter has sole and exclusive right to sell the Apartment/s in the said building/s / said project constructed / to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments and further to receive the sale consideration in respect thereof. AND

WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title, Deeds and Documents, Orders, NA Orders, Sanctions, Registration Certificates, 7/12 Extracts, Title Search Report of the said land, commencement Certificate, Indemnity Bonds, Undertakings, relating to the project land and the plans, layouts, designs and specifications prepared by the Promoter's Architects, and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 and Maharashtra Ownership of Flats Act 1963 (hereinafter both the Acts together are to be referred to as "the said Acts") and the Rules and Regulations made thereunder. AND

WHEREAS the Promoter has decided to form an Association of Apartments under Maharashtra Apartment Ownership Act, 1970 of all Apartment allottees of the buildings/project and has specifically informed the Allottee about its intention to do so and the Allottee has raised no any objection to the same. AND



WHEREAS on the request of the Promoter, the Allottee has carried out independent necessary search by appointing his/her/their own Advocate regarding the title and the nature of the title of the said land / project land. The Allottee has further visited the online site of the Real Regulatory Authority and has apprised himself /herself/themselves about the details of the said project as disclosed and declared by the Promoter therein. The Allottee has / have satisfied himself / herself / themselves in respect of the marketable title of the Promoter in respect of the said land/project land and also have verified the correctness and lawfulness of all the other documents produced for their inspection by the Promoter and thereafter have agreed to purchase the Apartment more particularly described in the "SCHEDULE-B," annexed herewith and delineated and demarcated in Red Color in Annexure- "D" annexed hereto. AND

WHEREAS the Allottee has read and understood all the terms and conditions of the deeds and documents concerning the title of the said lands also the Allottee has read and understood all the contents of the indemnity bonds/Undertakings, etc. given by the Promoter to the Hon'ble Collector, Pimpri-Chinchwad Municipal Corporation or any other authority and terms and conditions mentioned in Commencement certificate, NA Order and also the allottee has read and understood the terms and conditions thereof. AND

WHEREAS The Allottee is aware of the fact that the present scheme is a part of the phase II of the said project and all the phases after they are fully developed shall form one Association of Apartments. The Allottee is also aware that the Promoter has entered or will enter into similar and/or different and/or separate Agreements with several other intending allottees and/or Allottees, persons and parties in respect of other units in the said building/project. AND

WHEREAS the Allottee herein being desirous of purchasing an Apartment, applied to the Promoter for allotment of the Apartment No."801", on the 8TH Floor of the Building No. "D" in the project known as "AARCON" to be constructed on the Project land. Accordingly, in response to the application of the Allottee, the Purchaser/Allottee is offered by the Promoter an apartment bearing No. "801", on the 8TH FLOOR to be constructed on the Project land, in the Building No. "D" in the project known as "AARCON" (hereinafter referred to as "the said Apartment" / "the Said Flat") being constructed. AND

WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, extract of Village Forms VI and VII and XII, layout of the project, sanctioned building plan, Open space of the project, Floor Plan of the Apartment, Specification and amenities of Apartment showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed, approvals and registrations obtained, open space and amenities of the project as well as the apartment under sale has been annexed to this agreement at Annexure 'A' to Annexure 'G', respectively. AND



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

WHEREAS prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. 50,000/- (FIFTY THOUSAND RUPEES), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing. AND

WHEREAS under the said Acts the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

- 1. The recitals mentioned herein above shall form part of this agreement and shall be binding upon the parties.
- 2. **Definitions:** In this agreement, unless the context otherwise requires the words:

"Carpet Area":

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

"Common Area":

means The land under the buildings/phase/project, all community and commercial facilities, play area, lift, lift lobby, stair case, fire escape, exit of building, common entrance, the footings, RCC structures and main walls of the buildings, Staircase columns lift room in



the building/s, Common sulage/Drainage / sumps, motors, fans, compressors, ducts, central services, Water, Electrical Lines, Power Backup / Common ground water storage tank and overhead tank, Electrical meters, wiring connected to common lights, lifts, pumps.

"Limited Common area":

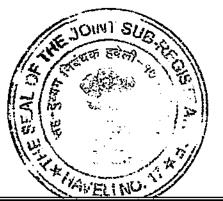
means accommodation for watch and ward staff and for the lodging of community service personal, common topterrace, common basement, common storage space, Partition walls between the two apartments shall be limited common property of the said two apartments.

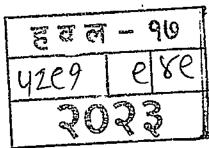
FLOOR SPACE INDEX (FSI)

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 75042.67 Square Meters only and Promoter has planned to utilize Floor Space Index of 40107.31 Square Meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project's Total FSI is 115149.98 Square Meters as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

CONSTRUCTION IN ACCORDANCE WITH PLAN

4. The Promoter shall construct the said building/s / project in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law. Further, while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or





occupancy certificate in respect of the said building/s shall be granted by the concerned local authority. The Promoter shall obtain any further approvals as may be required under any law in force or any subsequent law affecting the development of the said project from the concerned authority, so also the Promoter shall obtain Building Completion Certificate or Occupancy Certificate of the said Building from the concerned authority after completion of the construction of the said building / said project. The Promoter shall have the right to revise the sanction plan in the future as per its own convenience, without adversely affecting the said Flat which is the subject matter of these presents; the Purchaser/s hereby gives his/her/their consent for such revision.

FULL AND TRUE DISCLOSURE

5. The Promoter has made full and true disclosure about the title, proposed plans concerning the said land and the said project to the Allottee. The Allottee having acquainted and satisfied himself/herself/themselves with all the facts and nature of rights of the Promoter has/have entered into this Agreement. The Allottee herein after shall not be entitled to challenge or question the title of the owner and the right of the Promoter to enter into this Agreement under any circumstances whatsoever.

NAME OF THE PROJECT

6. The name of the Project shall be "AARCON". The said name shall not be changed for any reason whatsoever without prior written consent of the promoter herein.

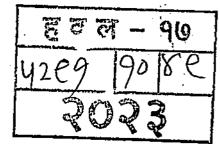
FUTURE SALE OF APARTMENT

7. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. "801" admeasuring 58.98 Square Meters of carpet located on the 8TH Floor, in the "D" wing of the building/project called "AARCON" for the consideration of Rs. 44,85,000/- (Rupees Forty Four Lakhs Eighty Five Thousand Only) which the price is exclusive of stamp duty, LBT, registration fee, any other taxes levied by the Government. GST is being paid by the Developer. The sale of the said Apartment is on the basis of carpet area only. The Allottee is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately two to three percent. The Allottee consents for the same and is aware that the consideration being lump sum will not change.

FIXTURES AND FITTINGS

8. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure-'E', annexed hereto.



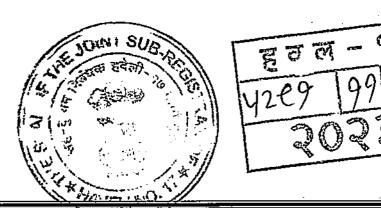


PAYMENT PLAN

9. The Promoter and the Allottee has mutually agreed to the present payment plan based upon the milestone table herein below. The Allottee has agreed to pay the consideration of Rs. 44,85,000/-(Rupees Forty Four Lakhs Eighty Five Thousand Only) in following manner;

Sr.		Amount	Particulars
I	Rs	4,48,500/-	10% at the time of Booking
II	Rs	8,97,000/-	20% at the of Agreement to Sale
III	Rs	6,72,750/-	15% at the time of completion of plinth
IV	Rs	3,36,375/-	7.5 % at the time of completion of 1st Slab
V	Rs	3,36,375/-	7.5 % at the time of completion of 3 rd Slab
VI	Rs	2,24,250/-	5 % at the time of completion of 5 th slab
VII	Rs	2,24,250/-	5 % at the time of completion of top Slab
VIII	Rs	2,24,250/-	5% at the time of completion of the walls, internal plaster of the said Apartment
IX	Rs	2,24,250/-	5% at the time of completion of the flooring of the said Apartment
Х	Rs	2,24,250/-	5% at the time of completion of the external plaster of the building in which the said Apartment is located
XI	Rs.	4,48,500/-	10 % at the time of completion of the lifts, entrance lobby/s, of the building or wing in which the said Apartment is located
XII	Rs.		5% at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate
	Rs.	44,85,000/-	TOTAL CONSIDERATION (100%)

It is made clear and agreed by and between the parties hereto that the promoter shall not be bound to follow, chronological order of any of the stages of the above said construction stages/instalments and that the Promoter shall be at complete liberty to choose the chronology of the



respective stages of the construction. The Allottee agrees that the Promoter may merge or consolidate two or more instalments in their discretion by simultaneously executing the contemplated work in the said instalment. The consideration of the said Apartment is also arrived on the assurance of the Allottee to abide by the above payment schedule only and it will not be altered by the Allottee under any circumstances. The Allottee shall make all the payments to the Promoter by Demand Draft / Pay orders / Local Cheques payable at Pune only. If the Allottee makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoter and to the extent the said amount is credited by deducting the commission of the Bank/out station clearing charges. Payment of any instalments if made in advance shall be adjusted to the instalments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Allottee or Housing Finance Companies/Banks, etc.

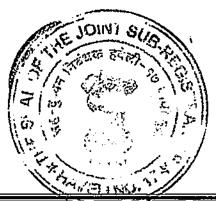
All payment under this agreement shall be made as per the demand note raised by the Promoter from time to time payable strictly in the following accounts:

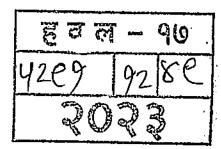
Bank	Branch	Account No.			
BANK OF MAHARASHTRA	PIMPLE SAUDAGAR	60381281466			

10. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

TIME OF ESSENCE

11. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues



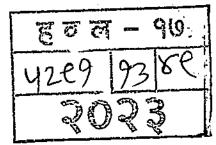


payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 9 and 12 herein above which is herein after referred to as the "Payment Plan".

INTEREST ON DELAYED PAYMENT

12. It is hereby specifically agreed that the time for payment as specified above is of the utmost essence to this agreement and on failure of the Allottee to pay the same on due dates, it shall be deemed that the Allottee has committed breach of this agreement and the Promoter shall be entitled to take such action as they are entitled to take in case of breach/default of this agreement, including termination of this agreement. Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the instalments on the due date, the Allottee shall be bound and liable to pay interest as specified under the rules the said Act, with quarterly rests under on all amounts which become due and payable by the Allottee to the Promoter till the date of actual payment. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall be construed as condonation by Promoter on such delay. The amount of interest shall be calculated after completion of the said apartment and the Allottee

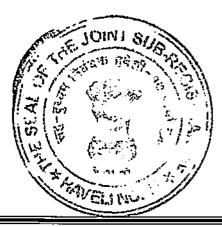


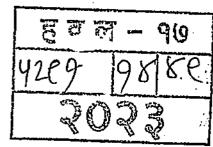


has agreed to pay the same before possession of the said apartment without fail.

TAXES AND ITS PAYMENT

- 13. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of stamp duty, LBT, GST, registration fee and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment. It is agreed between the Promoter and the Allottee that all such taxes/duties/registration fees shall be paid by the Allottee separately as and when demanded by the Promoter within 07 days of such demand being made in writing.
- 14. It is agreed by and between the Promoter and the Allottee that, in case of failure of the Allottee to pay the Government dues as mentioned hereinabove, if the Promoter is subjected to any penal interest by the concerned government authorities then the Allottee shall be duty bound to reimbursed the same to the Promoter. Further, the Allottee agrees to pay to the Promoter, interest as specified in the Rule, on the taxes and penalty, which become payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is paid by the Promoter to the concern government authorities. It is agreed that, the Promoter shall have the right to claim such amount along with other claims of compensation/losses/burden undergone/undertaken by the Promoter. It is further agreed that there shall always be a charge / lien on the said apartment in favour of the Promoter against the amount payable by the Allotee to the Promoter towards the GST, LBT and / or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction.
- 15. That the Allottee is aware that the property tax for the said apartment shall be charged by local governing body from the date of completion and/or from the date of survey and/or from the date of occupation certificate, the allottee undertakes to pay the same from the date





property tax is levied by the local governing body irrespective of the actual date on which the allottee takes possession of the said apartment.

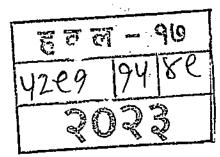
ESCALATIONS

- 16. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 17. If at any time, after execution of this agreement the Central Government / State Government / Local authority / Revenue Authority / any other authority / any court / Judicial authority / quasi judicial authority by way of any Statute / rule / regulation / notification / order / judgment /executive power etc. levies any tax /duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund /betterment tax/ sales tax / transfer tax / turnover tax / works contract tax / GST/LBT, penalties etcetera and put in force or shall be in force prospectively or retrospectively, in respect of the said apartment or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter then reimbursed) by the Allottee. The Allottee hereby indemnifies the Promoter from all such levies, cost and consequences.

OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

- 18. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 19. It is hereby agreed that subject to the terms of this agreement, the Allottee shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the local authority, State and/or Central government including Environment Department etc. at the time of sanctioning/revision of the plans or at the time of granting completion



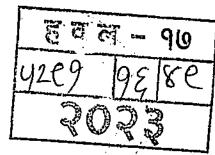


certificate. The Allottee shall not be entitled to claim possession of the said Apartment until the completion certificate in respect of the said apartment is received from the Pimpri-Chinchwad Corporation and the Allottee pays all dues, advances, deposits, etc. payable under this agreement in respect of the said Apartment to the Promoter and has signed the possession documents, bonds, receipts, etc. After receipt of the completion certificate from Pimpri-Chinchwad Municipal Corporation the Promoter shall be absolved from or any any addition and/or alteration case Apartment/building by the Allottee, any damage to the building by accident, any tampering with the geometrical sections of the building, lack of maintenance by the Allottee/association, any event of force majeure and any act of God.

TERMINATION OF AGREEMENT

- 20. On the allottee committing three default in payment on the due dates, of the instalments or any other amounts due and payable of the Allottee committing breach of any terms and conditions of this agreement, the Promoter shall in its sole discretion be entitled to terminate this Agreement. Provided always that the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter has given to the Allottee fifteen days prior notice in writing of the Promoter's intention to terminate this agreement and of the specific breach or breaches of the terms and conditions in respect whereof it is intended to terminate this agreement and default shall have been made by the Allottee in remedying such breach or breaches within fifteen days after such notice. After a period of fifteen days from the date of this notice, if even part of the dues remains unpaid, the agreement shall be terminated. The Allottee has irrevocably agreed to the same.
- 21. It is agreed between the parties that upon termination of this Agreement, the Promoter shall within 30 days of such termination make a demand Draft/Cheque of the balance amount, if any, out of the instalments of the consideration which the Allottee might have till then paid to the Promoter, without any interest and only after deducting agreed liquidated damages of Rs. 50,000/- [Rupees Fifty Thousand Only]. After making the Demand Draft/Cheque of the balance amount the Promoter shall inform the Allottee about the same calling upon him to collect the Demand Draft/Cheque from the Promoter. It is further agreed that the balance amount, if any, shall be paid by the promoter to the allottee after resale of the said Apartment in the manner of receipt of consideration from new allottee. The Allottee shall have no claim except for repayment of the amount payable as mentioned above. The Allottee hereby agrees that in that event all of his/her/their rights in the said Apartment shall stand extinguished and no separate cancellation deed, its execution and registration will be required. The



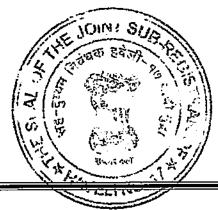


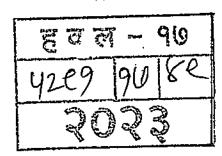
information letter sent by the promoter calling upon the allottee to collect the Balance amount will in itself be considered as the cancellation of this agreement in toto. The promoter shall be entitled to resale the said Apartment and/or dispose of or otherwise alienate the same in any other manner as the Promoter in its sole discretion thinks fit. The allottee agrees to the same. The Promoter shall not be responsible to refund any kind of tax like LBT/GST / stamp duty / registration fees etc. collected from the allottee at any given point of time.

22. The Allottee is also made aware that depending upon various promises and assurances given by the allottee, the promoter has incurred and shall incur the expenditure and will make commitments to the third parties. In event of cancellation of the agreements by the allottee for any reason whatsoever, the promoter in addition and without prejudice to other remedies and rights and towards reimbursements and damages, shall suffer great loss and hardship and work may be affected. Therefore, in the event of this agreement being cancelled by the allottee for any reason whatsoever, the promoter shall be entitled to retain, withhold and forfeit agreed liquidated damages of Rs. 50,000/-, from and out of the amount until then paid by the allottee to the promoter and then the promoter shall be liable to repay only the balance amount (if any) from the amount received by the promoter on resale of the said Apartment. In this case reduction in price of the Apartment will be considered as damages/loss of the promoter in addition to the loss and expenses.

POSSESSION

- 23. The Promoter shall give possession of the Apartment to the Allottee on or before 31/12/2024. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the rules from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of:
 - a. war, civil commotion or act of God;
 - b. any notice, order, rule, notification of the Government and/or other public or competent authority/court or any Decree / Order of any Court/tribunal/authority.

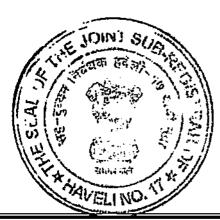


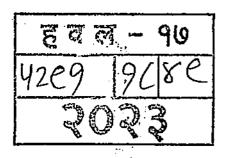


- c. Non-availability of steel, cement, other building material, water, electric supply or drainage line etc.
- d. Any stay or injunction order from any Court/forum/statutory body.
- e. Pendency of any litigation of any nature effecting the construction or furbishing.
- f. Delay or default in payment of any instalment or dues by the Apartment Allottee. (This is without prejudice to the right of the Promoter under Clause 11, 12 & 13 above).
- g. Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
- h. Any other circumstances beyond the control of the Promoter or force majeure.
- i. Changes in any rules, regulations, bye laws of various statutory bodies and authorities from time to time affecting the development and the project.
- j. Delay in grant of any NOC/ permission/ license/ connection instalment of any services such as elevators, electricity and water connections and meters to the scheme/ Apartment/ road etc. or completion certificate from any appropriate authority.
- k. Delay due to any government rule/regulation/order/notification on account of any epidemic/pandemic including but not limited to Covid-19.

PROCEDURE FOR TAKING POSSESSION

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

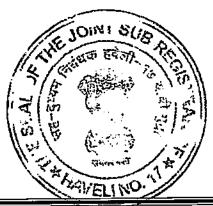


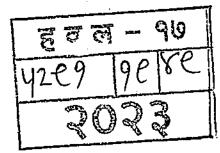


- 25. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:
- 26. Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided herein the such Allottee shall continue to be liable to pay maintenance charges as applicable.

FORMATION OF APARTMENT CONDOMINUIM AND CONVEYANCE

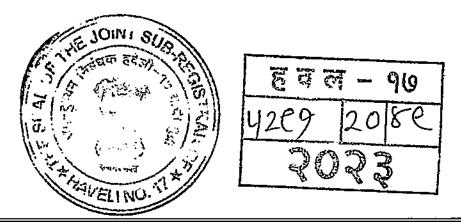
- 27. In accordance with the provisions of Maharashtra Ownership of Flats Act, 1963, a separate association of apartment owners including the bye laws of the proposed association of apartment's owners of the project/building shall be formed and if required by the Promoter the Allottee shall sign all necessary documents. Further, No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws if the same are required to be made by the Promoter as per their commitments to various persons, allottees and or any other competent authority as the case maybe. This condition is the essence of the agreement. It is communicated to and agreed by and between the parties that the Promoter shall form Apartment Condominium for the said project and the Allottee shall not raise any objection to the same on any ground whatsoever. The Allottee, either individually or collectively with other Allottees, subsequently hereinafter, shall not make any demand to the Promoter to form a Society/Limited Company instead of forming an Apartment Condominium as is envisioned by the Promoter herein.
- 28. Unless prevented by the circumstances beyond the control of the Promoter, it is agreed that the said land/project land along with the building/s constructed or to be constructed thereon, shall be subjected to the provisions of Maharashtra Apartment Ownership Act, 1970, and the Apartment will be conveyed by the Promoter herein on or before 31/10/2025 subject to receipt of entire amount and all dues from all allottees including maintenance charge, outgoing, stamp duty, registration fee, service tax, any other government dues.
- 29. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apartment Condominium on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the





Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land/project land to be executed in favour of the Apex Body or Federation.

- 30. This agreement shall be construed as a Declaration by the Allottee as provided under Maharashtra Apartment Ownership Act, 1970 read with Maharashtra Apartment Ownership Rules 1972 thereby submitting their Apartments to the provisions of the said act.
- 31. In case the law applicable to these present with respect to the formation of Association of Apartment owners is changed with retrospective and which shall adversely affect the obligation of the Promoter under this agreement with respect to formation of association of Apartment allottees then in that case the changes so made in the Law having retrospective effect shall not apply to this agreement and the obligation on part of the Promoter in respect to the formation of Association shall be followed as laid down under this agreement.
- 32. The conveyance and/or Declaration u/s 2 of the Maharashtra Apartment Ownership Act, 1970 shall be subject to exclusive, limited common rights of the flat allottee and commitments of the Promoter. The Promoter shall be entitled to amend/frame the bye laws, rules, etc. of the association as per terms of this agreement and also with a view to maintain decorum, beautification of the buildings, open grounds and common amenities, etc. The Promoter in its absolute discretion and at its option may execute and register such conveyance even before the aforesaid stipulated period.
- 33. It is agreed that the defect liability period under the Act shall be deemed to have commenced after expiry of 15 days from the date on which the Promoter has given the necessary intimation for possession to the Allottee or actual date of possession whichever is earlier. Provided further, it is agreed that the Allottee shall not carry out any alterations of whatsoever nature in the said apartment or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the RCC structure, fittings, pipes, water supply connections or any other erection in the bathroom, kitchen, toilet, WC, terrace, etc. If any of such works are carried out or any heavy load are stored in the said Apartment, balcony, terrace etc., any liability including the defect liability automatically shall become void & the Allottee alone shall be responsible for it. Further the Allottee will be liable for paying damages, if any, to the Allottee/Owner/User of apartment below or any affected apartment. If due to the Allottees or any other Allottees act or negligence, the Allottees apartment is damaged, the repairs shall be carried out by the party responsible for such an act and the Promoter shall not be liable for the same.



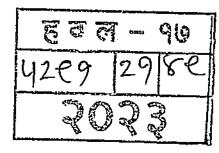
USE OF APARTMENT

34. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence.

MAINTENANCE

- 35. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Apartment Owners Association is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined.
- 36. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the Apartment Condominium. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Apartment Owners Association, as the case may be.
- 37. The Allottee has agreed that the monthly maintenance will start from the date of first possession given to any of the Allottee in the said Scheme.
- 38. The maintenance shall include the outgoings in respect of the said land and building/buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, Water charges, Insurance, Common Lights, repairs, and salaries of clerks, bill collectors, Chowkidars, sweepers and all other expenses necessary and incidental to the Management and maintenance of the said land and building/s.
- 39. That after expiry of the initial period of Eighteen (18) Months and until the Association of Apartment Owners is formed and registered and the said land/project land and building/s or the administration of the building/s is handed over or transferred to it, the Apartment Allottee/s further agrees that till the Apartment Allottee's share is so determined the apartment Allottee herein shall pay to the Promoter or



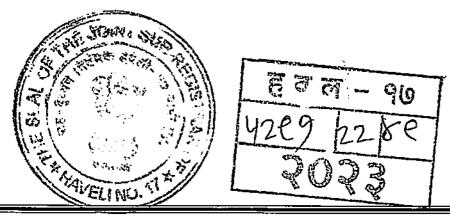


to such person as may be nominated by the Promoter provisional monthly contribution as decided by the promoter from time to time. The amounts so paid by the allottee/s shall not carry any interest and remain with the Promoter or the concerned person as the case may be until a conveyance is executed in favour of the unit allottees as aforesaid. During the continuance of the scheme the maintenance charges paid by the Allottee after occupying the apartment agreed to be sold to him or interest accrued from the deposit paid by him is never sufficient to cover the expenses of maintenance of the common areas and facilities since there are some unsold apartments from whom charges cannot be collected. If any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the Apartment Allottee/s to the Promoters or concerned person prior to the final conveyance deed as aforesaid. The Apartment Allottee/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. The Apartment Allottee herein has specifically agreed to pay his contribution for running and maintaining the lifts/elevators (if provided in the said building) irrespective of the floor on which the Apartment is located and also irrespective of the use of the lifts/elevators by the Apartment Allottee. The Promoter is not liable to give any account of the expenses incurred for the aforesaid purposes.

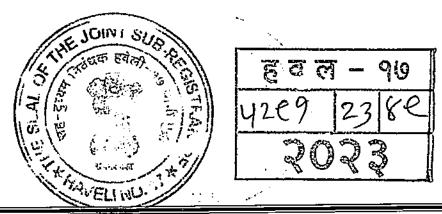
40. The Promoter at its discretion and option shall be entitled to enter into agreement with any person / company / agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof. Even after formation of Association the Allottee and Association shall be bound by the said contract.

REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

- 41. The Promoter to the best of his knowledge and information, hereby represents and warrants to the Allottee as follows:
 - i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
 - ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
 - iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

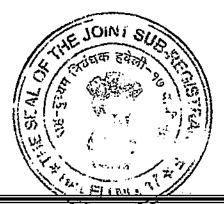


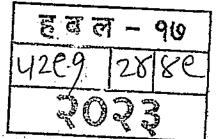
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees:
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.



REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

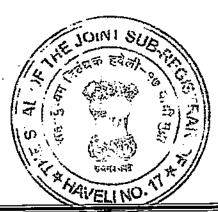
- 42. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows:
 - i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/ alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
 - iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in

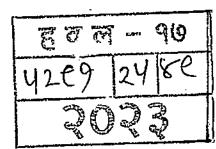




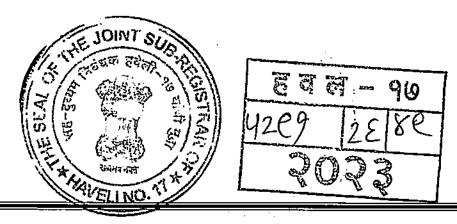
any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Condominium or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii.Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- The Allottee shall observe and perform all the rules and regulations X. which the Apartment Condominium may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

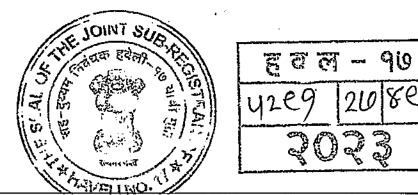




- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- xiii. Not to make any changes, in the elevation such as, enclosures and terraces, dry balconies, additions of grills, etc., except or without the prior permission of the project architect.
- xiv. The Allottee is hereby prohibited from altering, obstructing the external and internal structure of the building constructed as per the sanctioned plan.
- xv. It is specifically understood that the matters related to service providers such as security services, managerial services& other service appointed by the Promoter for the Association of Owners is entirely the responsibility & liability of the Association. The Apartment Association has to handle all the financial and other matters with such service providers and the Promoter shall not be financially liable towards the Association and/ or the service providers.
- xvi. As the Promoter will be applying to the concerned authorities for giving separate water connections for buildings and electricity meters and connections for the said Apartment of the Allottee, if there is delay in obtaining the water and electricity connections from the concerned department then in that case the Promoter may provide electrical connections / water supply /power supply/ generator supply through any other temporary arrangements because of which if there is any improper / in sufficient/ irregular supply of water / electricity the Promoter shall not be held responsible for the same and the Allottee hereby consents for any temporary arrangement that may be made in the said interim period. The Allottee shall pay for the proportionate charges as demanded, determined and decided by the promoter and service tax (as applicable) thereon. Until receipt of this amount from the Allottee, the Promoter shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Allottee for the above from the outgoings/maintenance charges for which the Allottee hereby gives his consent. The Promoter is entitled to demand charges for such temporary arrangement in advance, for 12 months, before giving possession of the said Apartment.



- xvii. The Promoter further specifically discloses that, in case of delay or rejection for new separate water connection or improper/insufficient water supply, the Promoter shall organize a survey at the said land/project land from an expert organization and shall construct bore wells, if possible, and install pumps and lay down a water pipeline up to the storage tanks provided and further from such storage tanks to each apartment/flat in the various buildings.
- xviii. The Promoter has specifically disclosed that despite the aforesaid efforts on the part of the Promoter, if the water supply at the said project is found insufficient, additional required water will have to be procured by the occupants/Purchaser/Allottee/s at their own cost, collectively through the Association or the Apex Body as the case may be and shall not take any objection regarding this matter and shall keep Local Authority/Sanctioning Authority/ Promoter indemnified at all times. The Allottee/s further agrees to bear the costs so incurred proportionate to the water consumed by them or as may be decided by Association or Apex Body from time to occupants/Purchaser/Allottee/s further agrees to bear the costs of water supply via Water Tanker.
- xix. Till a separate electric meter or a water meter is installed/allotted by the MSECDL and any other authority, the allottee herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her Apartment.
- XX. The allottee/s herein is aware of and hereby agrees that the present Building/Wing shall share the amenities of the said Project with allottee/s of the other Wing(s)/Building(s) of the present scheme and/or with the allottee/s of the other Wing(s)/Building(s) of any adjacent scheme of the Developer/its sister concerns. The Purchaser undertakes not to demand any separate amenity from the promoter herein under any circumstances whatsoever.
- xxi. The allottee/s herein is aware of and hereby agrees, that the Promoter herein, as per its discretion, will construct & sell additional floor(s)/unit(s) in the present Building/Wing in the future; the allottee/s herein shall not raise any objection to or create any disruption in, such construction or sale, under any ground whatsoever.
- xxii. The allottee/s herein is aware of and hereby agrees, that as per the sole discretion of the Promoter herein, the present Building/Wing may or may not be merged into the Apartment Condominium formed for the other Wing(s)/Building(s) of the present scheme or of any already existing/future adjacent scheme of the Developer/its sister concern. The allottee shall not raise any objection for the same.



RESTRICTED AREAS AND FACILITIES

- 43. The areas described in definition clause herein above state common areas and facilities and which shall be for the more beneficial use and enjoyment in common with other Allottees. The Allottee shall have no exclusive claim whatsoever in the same including all lobbies, staircases, lifts, which will always remain the property of the association and the same shall be for the common use for of all the Apartment allottees. The Purchaser has been expressly made aware that the Promoter has the rights to sell the enclosed part of the top terrace having access solely from the unit abutting/adjacent therewith, and the same shall always be a restricted area for the Allottees of other units and shall not form a part of the common areas and facilities.
- 44. The areas described in definition clause herein above state limited common areas and facilities and which shall be for the purpose of facilitating services required for the common maintenance of the Apartment/building/scheme. The Allottee shall have no exclusive claim whatsoever in the same will always remain the property of the association and the same shall be used for/ of the purposes as decided by the Apartment Condominium from time to time.
- 45. The Allottee shall not raise any objection in the matter of allotment or sale or remaining Apartment etc. in the said land on the ground of nuisance, annoyance or inconvenience or any other reason what so ever from any profession, trade or business, etc. that has been or will be permitted by law or by local authority.
- 46. The Allottees shall have no claim save and except in respect of the said Apartment hereby agreed to be sold in to him/her/them and all common amenities, areas and facilities as described in **Schedule-C** herein below will remain the property of the Promoter until the said land and building/s is/are transferred to an Association of Apartment Owners. Significant risks and rewards of ownership and effective control of Apartment shall be deemed to have been transferred on delivery of possession though ownership and effective control of scheme shall remain with Promoter.
- 47. The Allottee hereby gives his consent and has no objection for the use of the remaining units wholly or in parts any other purpose as may be permitted by the Promoter in accordance with laws.
- 48. The Allottee shall under no condition raise any objection/dispute or resort to any legal process to disrupt or stop right of way/easementary rights/ Right to share amenities of the scheme/any other privilege/rights granted by the promoter herein to any individual/society/apartment condominium/partnership firm/proprietorship firm/company/body-corporate/sister concern.

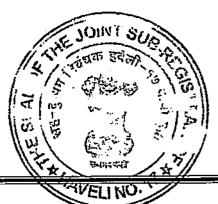


TRANSFER OF PROJECT

49. The Promoter shall have right to transfer the project to any third party /entity subject to due compliance of the conditions as laid down under Section 15 of The Real Estate Act, 2016.

SPECIAL COVENANTS

- 50. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Apartment Owners Association/Apex Body /Federation and until the project land is transferred to the Apartment Owners Association /Apex Body /Federation as hereinbefore mentioned.
- 51. The Allottee is made aware of by the Promoter and the Allottee undertakes to maintain and run Sewage Treatment Plant (STP) / Waste Water Recycling Plant / Rain Water Harvesting / Solar Water Heating System / Water Pumps / Fire Fighting System / any other system, if provided, water recycling units located/or to be located in the present scheme from the date of handover of management of the Apartment Condominium to the Managing committee thereof in conformity with the rules and regulation governing the operation of such plant. The Allottee together with the Apartment Condominium thus formed shall keep the Promoter/PCMC indemnified from any liability arising out of non-functioning or violation of law pertaining to the Sewage Treatment Plant/Waste Water Recycling Plant/Rain Water Harvesting located at the present scheme.
- 52. The Promoter has made the Allottee aware that the present scheme, if affected by the BRTS route, then, as per the development control rules of the PCMC, the Promoter is required to hand over parking space to the PCMC. The said parking space shall be handed over by the Promoter to the PCMC in the parking available in Building/wing-___ or any other Building/wing of the present scheme. The Allottee undertakes not to raise any objection to the same and further to abide by the rules and regulations of PCMC under which the present development permission is granted.
- 53. The Allottee has been well and sufficiently aware that the top view or any view shown in the brochure / marketing booklet is only to give rough idea of location of the building /project to the Apartment/flat Allottee and the Promoter shall be at liberty to change the elevation of the building / top view of the building at per its own discretion without any objection of any nature from the Apartment/unit Allottee in any manner whatsoever.

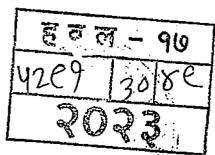


- 54. The Promoter may allow display of advertisement and/or hoarding sites/neon signs, or may allow erection of antennae or towers for cable/satellite television, wireless, mobile, internet, cellular services, on Commercial building and shall solely derive any benefits (including financial) accruing thereon. The Purchaser shall not lay any claim over the same by any means and/or resorting to any legal process.
- 55. All rights of water, drainage, water course, light and other easement and quasi or reputed easements and rights of adjoining land Owner/s and their prospective members affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The Promoter shall not be required to show the creation of or define or apportion any burden.
- 56. It is hereby made clear that the furniture layout, colour scheme, specifications, amenities and facilities, elevation treatment, trees, garden, lawns, etc. shown in the pamphlets, brochures, literature, films, hoardings, websites, and other promotional media are shown only for the sake of advertisement and the same are not binding on the Promoter to provide unless specifically mentioned and agreed in this agreement and subject to his right/s and discretion to make changes in the same. The balconies as shown in the sanctioned plan may be enclosed at the Promoter's discretion.
- 57. It is specifically agreed between the Promoter& Allottee/s that the Allottee/s has absolute right on the said apartment. The Allottee/s has limited/common rights on the amenities which are specifically mentioned in the Schedule-C of the said agreement. The Purchaser/s can be granted limited/ common rights (if any) other than that as mentioned in Schedule-C as and when decided by the Promoter from time to time.
- 58. The Allottee shall under no condition raise any objection/dispute or resort to any legal process to disrupt or stop right of way/easementary of the scheme/any Right to share amenities rights/ promoter herein privilege/rights granted by the condominium/partnership individual/society/apartment firm/proprietorship firm/company/body-corporate/sister concern.

RIGHT TO MORTGAGE

59. It is hereby expressly agreed between the parties hereto that the Promoter shall be entitled to borrow construction loan, at his own cost and risk, from any person or party including any banking/financial institutions and for that purpose to mortgage the said land/building/s and /or the entire construction work put up or to be put up (excluding the apartment under sale by these presents) thereon or any part





thereof and such charge shall be cleared by the Promoter before conveyance to the allottee. However; it is clarified that after the Promoter executes this Agreement he/she/they/it shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

BINDING EFFECT

60. Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

ENTIRE AGREEMENT

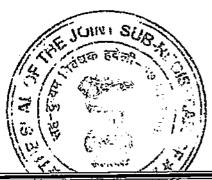
61. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes/annuls any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if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

RIGHT TO AMEND

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

PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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



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SEVERABILITY PUBLING.

64. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder 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.

METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

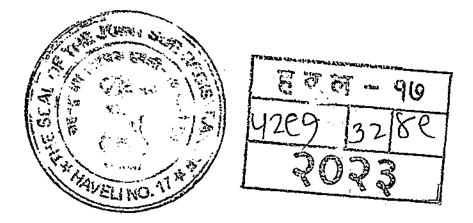
65. Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

FURTHER ASSURANCES

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

PLACE OF EXECUTION

- 67. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in 04 months after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at PUNE.
- 68. The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.



SERVICE OF NOTICE

- 69. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses as mentioned in the name captions clause.
- 70. It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

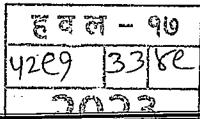
JOINT ALLOTTEES

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

STAMP DUTY AND REGISTRATION

72. The consideration of the said agreement between the Promoter and the Allottee/s herein is as per the prevailing market rate in the subject locality. This agreement is executed by the parties hereto under the Maharashtra Ownership Flats Act, 1963, Maharashtra Apartment 1970 and The Real Estate (Regulation Act, Development) Act, 2016 and the stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule-1, Article 25 (d). The Allottee herein has paid stamp duty at the presently levied rate and which includes levies/cesses imposed from time to time such as levy surcharge (LBT) and/or Metro Cess and/or any other levies/cess and shall pay appropriate registration fees and expenses. The parties hereto shall be entitled to get the aforesaid stamp duty, adjusted, leviable on the conveyance, which is to be executed by the Promoter/Owners herein in favour of the Allottee/s herein. If any additional stamp duty or other charges are required to be paid at the time of conveyance the same shall be paid by the Allottee alone. The parties are aware that the government of state of Maharashtra proposed to increase the stamp duty as levied on the registration of Agreement to Sale from current rate to higher rates including the levies/cesses which may be imposed





from time to time. In-case there is any requirement to pay any f stamp duty either at the time of registration of these presents or at the time of execution and registration of Deed of Apartment or conveyance deed in favour of apartment, the same shall be borne by the Allottee herein. In case the Allottee failed to pay the same the Promoter and the third party shall be under no liability to execute the Deed of Apartment/conveyance and the Promoter/Third Party shall be absolved of all the liability as cast upon them under Maharashtra Ownership of Flats Act/Real Estate (Regulation & Development) Act, 2016. It is also agreed that in case there is any increase in the registration charges the same shall be borne by the Allottee herein.

73. The allottee herein has agreed to purchase the said Apartment as on investor as laid down in Article 5(2) of the Bombay Stamp Act 1958 & hence it is entitled to adjust the stamp duty to the agreement against the duty payable to the agreement by the Allottee herein to the subsequent Allottee as per provision of the said clause Article 5(2).

DISPUTE JURISDICTION

- 74. Any dispute between parties shall be settled amicably.
- 75. Further in case the dispute remains unresolved then in that case Parties to this agreement submit to the exclusive jurisdiction of Real Estate Regulatory Authority at Pune / Competent Authority as provided under The Real Estate Act 2016 / Maharashtra Ownership of Flats Act 1963 will have exclusive jurisdiction to try and entertain the dispute.

GOVERNING LAW

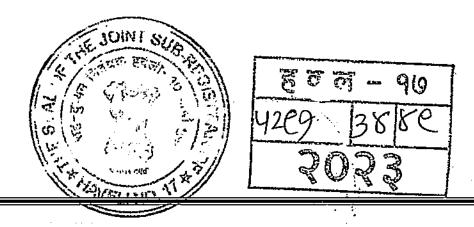
76. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Real Estate Regulatory Authority will have the jurisdiction for this Agreement

WAIVER

77. Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms of this Agreement, or any forbearance or giving of time to the Allottee by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions, by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.

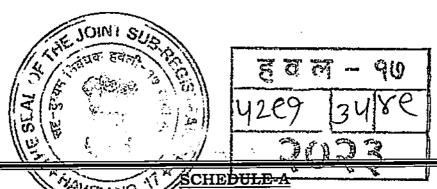
DECLARATION BY ALLOTTEE

78. The Allottee/s declares hereby that he/ she/ they has/ have read and fully understood and agreed to the contents of this agreement and thereafter the same has been executed by the Allottee/s.



INTERPRETATION:

- 79. The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.
- 80. Use of singular shall include the plural and vice versa and any one gender includes the other gender.
- 81. All the dates and periods shall be determined by reference to the Gregorian calendar.
- 82. Reference to any party to this agreement includes his/her/its heirs, executors, administrators, successors and permitted assigns.
- 83. The Allottee is also aware that the Promoter has to construct a few units to hand them over to the Govt./MHADA as per the laws in force including but not limited to the DC Rules of Pimpri Chinchwad. The same shall be a part of the total project, as per the laws in force. The Purchaser has no objection in respect thereof. As per the future amendments in the law, the Promoter may even sell such units in market as per its choice.
- 84. The Promoter shall have right to any present and/or future developments / construction / Amalgamation / division / merger in / of the existing scheme with / without any other scheme of the Promoter and/or any of its associates/partners/subsidiaries/sister concern etc. also the promoter and/or any of its associates / partners/subsidiaries/sister concern etc. will have right to use the common area of the said scheme along with right to use internal roads and other facilities/amenities of the said Scheme for the purpose of developments / construction / Amalgamation / division /common use with other project as mentioned hereinbefore. The Promoter may amalgamate the project land/said land with any adjacent land parcels which has been/will be, purchased by the Developer/Promoter or which will be purchased by Developer/Promoter. The Allottee accepts the same and shall not raise any objection to the same in the future.
 - 85. All the Amenities and Facilities, Infrastructure/Internal Road, Main Gate, Security Cabins, Open Spaces, Water Line, Drainage Line, Electrical Line and stations, Transformer, access, etc. may at the Promoter's sole discretion be common with the afore stated land parcels.



DESCRIPTION OF THE SAID LAND)

All that piece and parcel of land admeasuring 02 Hectare 82.60 Ares comprising of (a) land admeasuring 01 Hectare 13.95 Ares carved out of the land bearing Survey No. 25/1, (b) land totally admeasuring 00 Hectare 55 Ares bearing Survey No. 25/2, (c) land admeasuring 01 Hectare 13.65 Ares carved out of land bearing Survey No. 27/5, all lands lying, being and situated at Village Punawale, Taluka Mulshi, District Pune within the limits of the Pimpri Chinchwad Municipal Corporation and also within the jurisdiction of the Sub-Registrar of Assurances, District Pune. The said land is more particularly bounded as herein below:

On or towards

East: By S. No. 25 (P) & S. No. 28 (P) South: By S. No. 26 (P) & S. No. 29 (P)

West : By S. No. 27 (P)

North: By 18 mtrs wide DP Road.

Together with all the rights of easement and hereditaments and benefits attached thereto.

SCHEDULE-A1

DESCRIPTION OF THE PROJECT LAND

All that piece and parcel of land admeasuring 02 Hectare 71:8890 Ares carved out of the land admeasuring 02 Hectare 82.60 Ares comprising of (a) land admeasuring 01 Hectare 13.95 Ares carved out of the land bearing Survey No. 25/1, (b) land totally admeasuring 00 Hectare 55 Ares bearing Survey No. 25/2, (c) land admeasuring 01 Hectare 13.65 Ares carved out of land bearing Survey No. 27/5, all lands lying, being and situated at Village Punawale, Taluka Mulshi, District Pune within the limits of the Pimpri Chinchwad Municipal Corporation and also within the jurisdiction of the Sub-Registrar of Assurances, District Pune. The Project Land is more particularly bounded as herein below:

On or towards

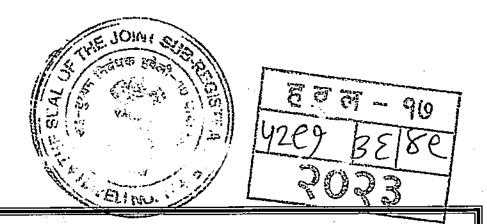
East: By S. No. 25 (P) & S. No. 28 (P)

South: By S. No. 26 (P) & S. No. 29 (P)

West: By S. No. 27 (P)

North: By 18 mtrs wide DP Road.

Together with all the rights of easement and hereditaments and benefits attached thereto. Together with all the rights of easement and hereditaments and benefits attached thereto.



SCHEDULE-B DESCRIPTION OF THE APARTMENT

Apartment No.

: "801"

Floor No.

: EIGHTH Floor

Building/Wing No.

: "D"

Scheme/Project

: "AARCON"

Carpet Area

: 58.98 Square Meters

<u>OTHERS</u>

[Ex Gratia: Area allotted for exclusive use]

Allotted Parking Space

: Covered Car Parking

Agreement Cost

: Rs. 44,85,000/- (Rupees Forty Four

Lakhs Eighty Five Thousand Only)

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



Left Hand Thumb Impression

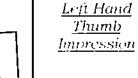


SIGNED, SEALED AND DELIVERED BY
THE WITHIN NAMED
OWNER/S/PROMOTER M/S. G. K.
ASSOCIATES Through Its Sole Proprietor;



MR. VINOD PREMCHAND CHANDWANI

<u>PHOTO</u>



SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PURCHASER/S



- White

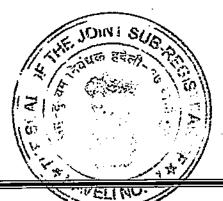
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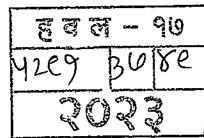
Sign_

Name: PRIYA NIGHOL R/at: WAKAD, PUNE-57 WITNESS NO. 02;

sign @ Kirom Chemdwan

Name: KIRAN CHANDWANI R/at: PIMPRI, PUNE-17





SCHEDULE-C

COMMON AREAS AND FACILITIES

(a) **COMMON AREAS**

- 1. The land under the buildings.
- 2. The footings, RCC structures and main walls of the buildings.
- 3. Staircase, columns and lift in the building/s.
- 4. Common sewage/Drainage, Water, Electrical Lines, Power Backup.
- 5. Common ground water storage tank and overhead tank.
- 6. Electrical meters, wiring connected to common lights, lifts, pumps.

(b) <u>LIMITED COMMON AREAS AND FACILITIES:</u>

- 1. Partition walls between the two tenements/flats/units shall be limited common property of the said two tenements/flats/units.
- 2. The parking areas under stilts/ marginal open spaces/ podium/ basements and portions thereof may be allotted for exclusive use of the specific tenements/flats/units by the Promoter as per his discretion or retained by it.
- 3. Other exclusive and limited common area and facilities as mentioned in the agreement.
- 4. All areas which are not covered under aforesaid head common areas and facilities are restricted areas and facilities.
- 5. Land around building and open areas.
- 6. Terrace on the top of Building including the self-contained lift room
- 7. Passage leading to top terrace from the last floor.



Date: 21/05/2021

Format-A (Circular No. 28/2021)

Ťο, MAHARERA

LEGAL TITLE REPORT

Sub: Title Clearance Certificate with respect to Plot admensuring 02 Hecture 82.60 Ares comprising of (a) lands collectively admeasuring 01 Hectare 13.95 Ares carved out of the land bearing Survey No. 25/1, (b) land totally admeasuring 00 Hectare 55 Ares bearing Survey No. 25/2, (c) land admeasuring 01 Flectare 13.65 Ares carved out of land bearing Survey No. 27/5 situated at Village Punawale, Taluka Mulshi, District Pune (Flereinalter referred to as the "said Plot")

I have investigated the title of the said plot on the request of the Owner M/s. G K Associates represented through its Proprietor Shri, Vinod P. Chandwani and the following documents i.e. :-

- Sale Deeds in respect of the said Plot.
- 7/12 extracts of Survey Nos. 25/1, 25/2 & 27/5 of Village Punawale issued by the Talathi of Village Punawale and Mutation Entry No. 5499
- 3. Search Reports for 30 years from 01.01.1989 onwards.
- On perusal of the above mentioned documents and all other relevant 2) documents relating to title of the said property I am of the opinion that the title of the Owner M/s. 3 K Associates represented through its Proprietor Mr. Vinod Premchand Chandwani, is clear, marketable and without any encumbrances.

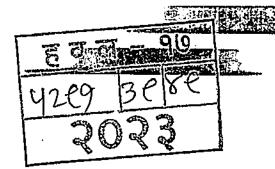
Owner of the Land: M/s. G K Associates represented through its Proprietor

- Plot admeasuring 02 Hectare 82.60 Ares comprising of (a) lands collectively admeasuring 01 Hectare 13.95 Ares carved out of the land bearing Survey No. 25/1, (b) land totally admeasuring 00 Hectare 55 Ares bearing Survey No. 25/2, (c) land admeasuring 01 Hectare 13.65 Ares carved out of land bearing Survey No. 27/5, situated at Village Punawate 2.
- Qualifying comments/remarks, if any:- NONE
- The report reflecting the flow of the title of Owner M/s G K Associates 3) represented through its Proprietor Mr. Vinod Premchand Chandwani, on the said Plot is enclosed he ewith as annexure.

Date: 21/05/2021

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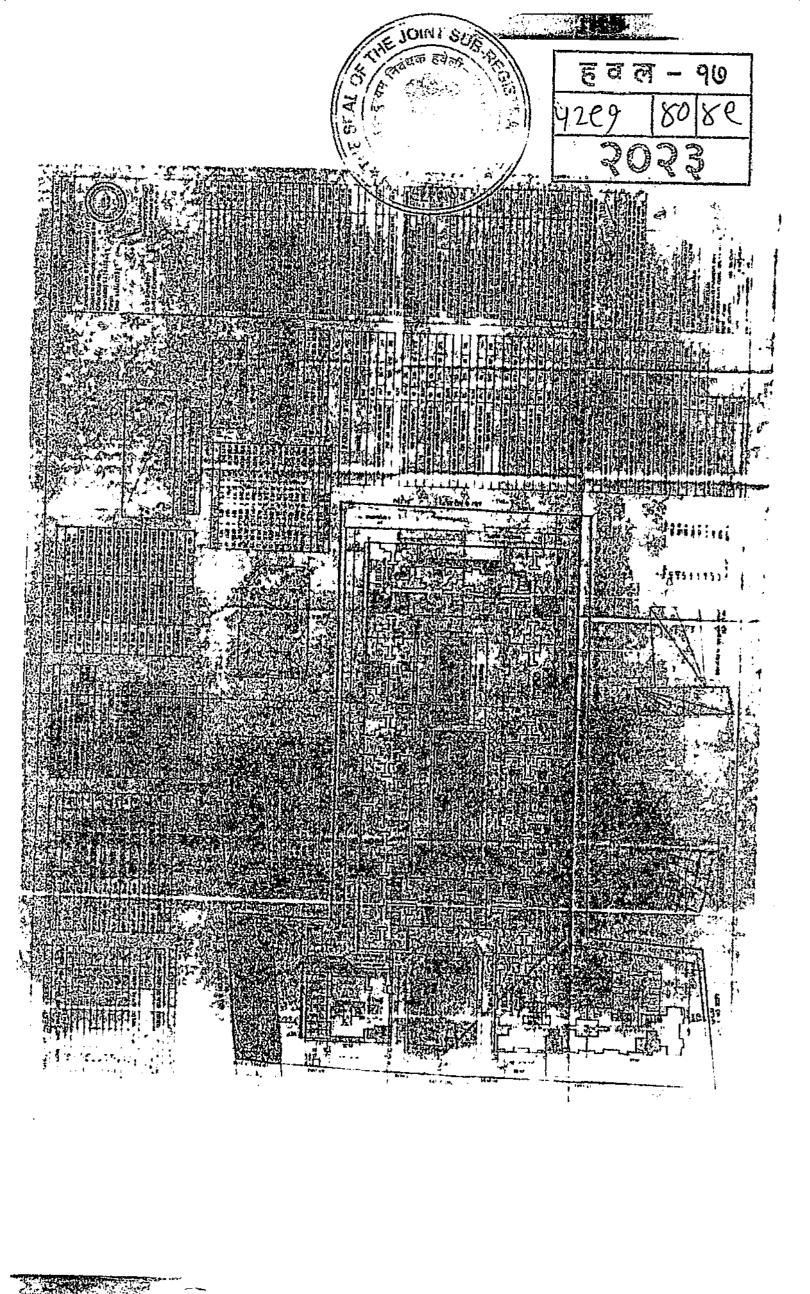
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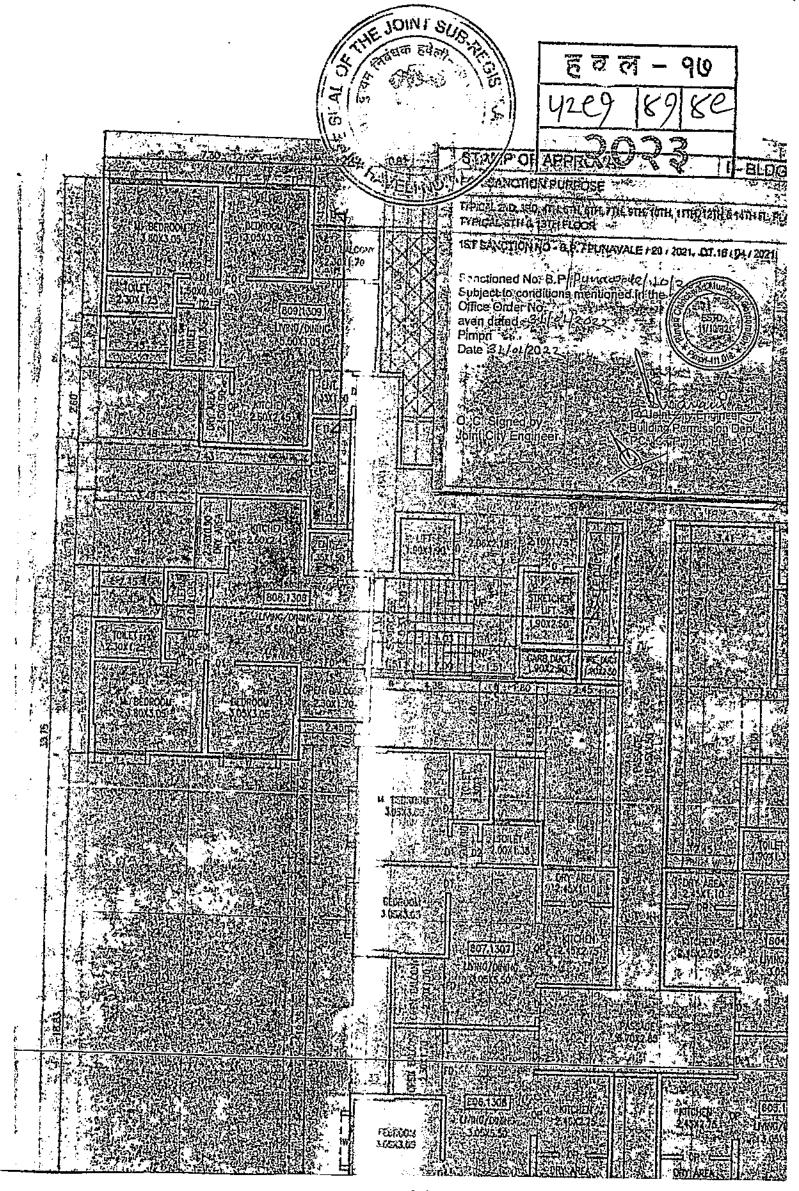
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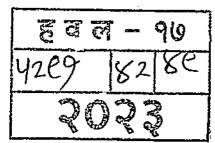
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ANNEXURE-E

SPECIFICATION OF THE APARTMENT AND COMMON AMENITIES

STRUCTURE:

RCC frame structure

MASONRY

External walls 4"/6" thick brickwork Internal walls 4"/6" thick brickwork

PLASTER SMOOTH

Neeru/POP finish plaster for internal walls Sand faced cement plaster for external walls

DOORS:

Decorative main entrance door with standard make fittings

WINDOWS

Large windows for better air circulation, ventilation & view Powder coated 3 track Aluminium sliding windows with Sunban Glass

M.S. grills for safety and security

FLOORING

Vitrified title flooring of standard make for the entire flat

BATHROOMS

Anti-skid Ceramic flooring

Designer glazed dado tiles upto lintel Level

Hindware/Jaquar or equivalent make sanitary ware

Hot & Cold mixer for Master Bed

Provision for exhaust fan

Provision for Geyser Point

Water Proof Doors

Solar hot water in mixer point in master bathroom for specified timing.

LIVING:

Designer POP fales ceiling with spot lights

KITCHEN

Marble/Granite kitchen platform

Stainless steel sink

Glazed tiles dado above platform up to lintel level.

ELECTRIFICATION:

Adequate concealed electrical points with copper /aluminium wiring, Telephone point and cable T.V. point in living and master bedroom.

Provision for broadband connection in master bedroom

AC point in master bedroom

Inverter back-up for each flat

PAINTING

Internal Oil bond distemper paint in the entire flat External Acrylic weather proof paint for entire building

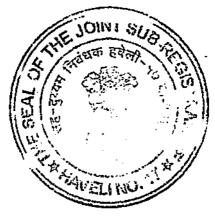
PLUMBING

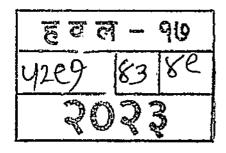
Concealed/Open plumbing

Jaquar/Hindware/equivalent sittings in bathroom, toilet and kitchen

LETTERBOX

Letterbox for each flat







Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

This registration is granted under section 5 of the Act to the following project under project registration number P52100030862

Project: AARCON, Plot Bearing / CTS / Survey / Final Plot No. 25/1P,25/2,27/5 PLOT Bal Punawale, Mulshi, Pune, 411033;

- 1. Mr./Ms. Vinod Premichand Chandwani son/daughter of Mr./Ms. PREMCHAND MANUMAL CHANDWARIIIsil: Haveli, District: Pune, Pin: 411027, situated in State of Maharashtra
- 2. This registration is granted subject to the following conditions, namely-
 - The promoter shall enter into an agreement for sale with the altottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Websile) Rules, 2017.
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
 OR

That entire of the amounts to be realised hereinalter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

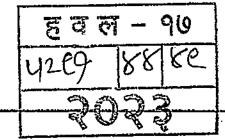
- The Registration shall be valid for a period commencing from 20/09/2021 and ending with 31/10/2025 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under,
- That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the
 promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there
 under,

Signature valid
Digitally Signed by
Dr. Vaşant Premanand Prabhu
(Secretery, MahaRERA)
Date:31-10-2021 11:33 26

Dated: 20/09/2021 Place: Mumbai

Signature and seal of the Authorized Officer Maharashtra Real Estate Regulatory Authority





पिंपरी चिंचवड महानगरपालिका, पिंपरी - ४११ ०१



परिशिष्ट डी -- १

🚁 बांधकाम चालू करणेकरिता दाखला

पिंपरी चिंचवड महानगरपालिका, पिंपरी - १८. क्रमांक - बी.पी, / पुनानेल्फ / १८ /२०२) दिनांक : ३९ / ०५ /२०२२

थी. श्रीमती/मे. ने जी की उन्होंने हिएस्य तर्ले न्यी. विनोद क्रेमरीद चीदवानी

ब्बारा : ला. आ. / ला. स. श्री. न्यूरी, मनोच्य लातुमल्डर १२२१ ली/१, कॅंग्लर परीजिप रोड, (ग्ला.सी. श्रीड पुणे) - ०४ यांना

- १) सेट बॅकच्या ॲंलबजावणीच्या परिणामी रिक्त केलेली जमीन भविष्यात सार्वजनिक रस्त्याचा भाग बनवेल.
- २) कोणतीही नवीन इमारत वा त्यानील भाग तात्यात घेतला जाणार नाही किंवा त्या व्यितिरिक्त किंवा वापरण्याची परवानगी मिळणार नाही किंवा भेगवटा प्रमाणपत्र मंजूर होईपर्यंत कोणत्याही व्यक्तीस वापरण्याची परवानगी दिली जाणार नाही.
- सदर प्रारंभ प्रमाणपत्र / वांधकाम चालु करणेच्या तारखेपासून सुरू होणाऱ्या एका वर्षाच्या कालावधीसाठी वैध राहील.
- ४) ही परवानगी आपल्या मालकीच्या जामिनी नसलेल्या जागेचा विकास करण्यास पात्र नाही.

सोवत – १ ते ४१ अटी व नकाशा प्रती.

स्यक प्रतीवर मा. सह शहर अभियंता यांची स्वाक्षरी असे

उप अभियंता पिंपरी चिंचवड महानगरपालिका

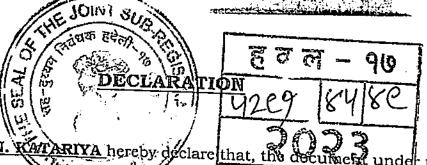
कार्यकारी अभिवंता पिंपरी चिंचवड़ महानगरपालिका

्रिक्ट्र<u>क्ष्मक्ष्म</u> भह शहर अभियंता मार्गिता पिंपरी चिंच्चंड महानगरपालिका

प्रत महितीसाठी : १) सहा. मंडलअधिकारी, पिंपरी-चिंचवड महानगरपालिका, मनपा / पिंपरी बाघेरे / पिंपरीनगर / चिंचवड / भोसरी / कासारवाडी / आकुर्डी / निगडी प्राधिकरण / सांगवी / पिंपळे गुरव / पिंपळे निलख / पिंपळे सीदागर / वाकड /रावेत / रहाटणी / धेरगांव.

२) मा. मुख्याधिकारी, पुणे गृहनिर्माण व क्षेत्रविकास महामंडळ, आगरकरनगर, पुणे - ४११ ००१. (MAHADA)





heading Agreement To Sale Anartment Deed has been lodged for registration in the office of the Sub-Registrar Haveli No. 19/18/26, Pune.

I have lodged/executed and admitted the said document by virtue of Power of Attorney, registered in the office of sub-registrar Haveli No. 19, at Serial No. 15577/2021, DT. 09/12/2021 given to me by M/S. G. K. ASSOCIATES Through Its Prprietor MR. VINOD PREMCHAND CHANDWANI. The executants/s of the said Power of Attorney have not cancelled the same nor any person/s is/are dead, neither the Power of Attorney has-been cancelled, for any reason. The said Power of Attorney is competent to the act as per the same.

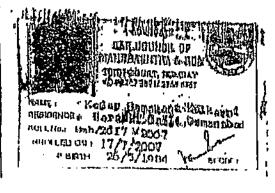
I am aware that if the above statement is found incorrect than I shall punishable under Section 82 of the Indian Registration Act, 1908.

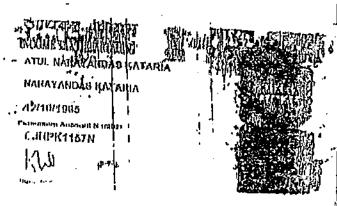
Place: Pune

Date : 08/04/2023.

MR. ATUL N. KATARIYA

Names & Signature of Power of Attorney Holder





SNEIDY PARTMENT



भारत सरकार GOVT. OF INDIA

MOHITE PRIYANKA VILAS
VILAS BABURÃO MOHITE

20/12/1991

Permanent Account Number

CIXPM5424M

Signature



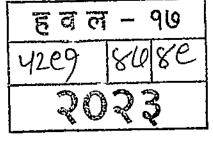
Shapite.



हनल - 90 42e9 ४६ ४e

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Valuation ID 20	23040610141				06 April 2023.08:52:15 Pi
					ह्वल।
मूल्यांकनाचे वर्ष	2023				
जिल्हा	पुणे			_	
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क्षेत्राचे नांव	Pune Muncipal	Corporation	सर्व्हें नंबर /न. भू, क्रमांक :	<u>सर्व</u> ्हे नंबर#25	
वार्षिक मूल्य दर तक्त्याः	ुसार मूल्यदर रु.		•	-30	मोजमापनाचे एकक
खुली जमीन	निवासी सदनिका	कार्यातय	दुकाने	औद्योगीक -	माजमापनाच एकक चौ. मीटर
8040	60930	61320	64650		<u>चा. माटर</u>
वांधीव क्षेत्राची माहिती	b . 0	.	QQ	मिळकतीचा प्रकार-	गंधीव
्वाधकाम क्षेत्र(Bysit Up)		मिळकतीचा वापर-	निवासी सदनिका	ामळकताचा प्रदेगर- बांधकामाचा दर-	Rs.26620/-
वांधकामाचे वर्गीकरण-	।-आर सी सी	मिळकतीचे वय -	0 TO 2वर्षे	वायकामाचा दर- कार्पेट क्षेत्र-	58.98चौ. मीटर
उद्ववाहन सुविधा -	आहे	मजला -	5th to 10th Floor	काषद क्षत्र-	30,9841. 1143
•				3 B	<u> </u>
मजला निहाय घट वाढ			pply to Rate# Rs.63976/- दर - खुल्या जमिनीचा दर) * घसा-१	ग्रास्थार क्रकेतारी ५ असा प्रक्रि	नीचा २७ ।
धसा-यानुसार ।मळकत	ोचा प्रति चे। भीटर मूल्यदर		040) * (100 / 100)) + 8040		,
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र) मुख्यामळकताव मूरप	l	= 63976 • 64.878	1, 1, 4, 4, 41, 1, 4, 4, 1		
		= Rs.4150634.928/-			
E) वंदिस्त वाहन तळाचे &		12 डची. मीटर			
८) वादस्त वाहन तळाचे ६ वंदिस्त वाहन तळाचे ६		= 12.5 * (60930 * 25)	(001		
वादस्त वाहन तळाच न्	्ल्य	= Rs 190406/•	100)		
		- 1/3 190400.4			
Applicable Rules	- 3, 9, 18, 19				
एकत्रित अंतिम मूल्य	- मुख्य भिळकर्त बंदिस्त वारून तब वार्तनतळ	वि मृत्य •तळघराचे मृत्य • मेझे अवे मृत्य • सुत्या जमिनीवरीलः	निाईन मजला क्षेत्र मूल्य • तगढच्या ग वाहन तळाचे मूल्य • इमारती भोवतीर	चीचे मृत्य(सुदी वात्कनी) + वरीत ? या सुत्या जागेचे मृत्य + वदिस्त वात	गच्चाच मूल्प + कनी + स्वर्धचलित
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	- Rs.4341041	<i>I</i> -			
		साख एक्केचाळीस हजा			





दस्त गोषवारा भाग-1

हवल17 & C & S

दस्त क्रमांक: हवल17 /5291/2023

बाजार मुल्य: रू. 43,41,041/-

मोबदला: रु. 44,85,000/-

भरलेले मुद्रांक शुल्क: न.2,69,100/-

द्. नि. मह. दु. नि. हवल17 यांचे कार्यालयात अ. कं. 5291 वर दि.08-04-2023

रोजी 3:30 म.नं. बा. हजर केला.

पावनी:5751

पावनी दिनांक: 08/04/2023

मादरकरणाराचे नाव: प्रियांका विलास मोहिते लग्नाअगोदरचे नाव प्रियांका

विनोद केसरकर लग्नानंतरचे नाव -

नोंदणी फी

ক. 30000.00

दस्त हाताळणी फी

枣. 1060.00

पृष्टांची संख्या: 53

एकण: 31060.00

्रिमह दय्य

्रामह दुय्यम निवंधक, हवेली-17

दस्ताचा प्रकार: करारनामा

दम्न हजर करणाऱ्याची मही:

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमृद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का के. 1 08 / 04 / 2023 03 : 30 : 14 PM ची वेळ: (सादरीकरण)

शिक्षा कं, 2 08 / 04 / 2023 03 : 31 : 25 PM ची वेळ: (फी)

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प्रातज्ञापत्र

सदर दस्तऐवल हा नोंदणी कायदा १९०८ अंतर्गत असलेल रतुदीतृत्याप्त्र गोंकीस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर, निकालक काली, सामादार व सोवत गोंक्लेल्या काणदपत्रांची आणि दशाणी कारण, किया कावदेशीए दानि की कालीस दस्त निष्मादक व कहुत, का इ संपूर्णपणे जयावदार सहस्रोता.

लिह्न देगारे

ारेन्ह्न धेशारे :

9) Auhite

२)

दस्त क्रमांक:5291/2023

08/04/2023 3 41:17 PM

दस्त क्रमांक :हवल17/5291/2023 दम्नाचा प्रकार :-करारनामा

पक्षकाराचे नाव व पना अनु क्र.

> नाव:मे. जी. के. अनोमिएट्स नर्फे प्रो. प्रा. म्हणून थी. विनोद प्रेमचंद विह्न देणार 1 चांदवानी तर्फे क. ज. कु. मु. म्हणून थी. अतुल एन. कटारीया पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: पिंपरी, महाराष्ट्र, पुणे. पॅन नंबर:ADVPC0520B

नाव:प्रियांका विलास मोहिते लग्नाअगोदरचे नाव प्रियांका विनोद केसरकर लग्नानंतरचे नाव -

वय :-31 पना:प्लॉट नं: -, माळा नं: -, डमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: स्वाक्षरी:-रेठरे हरणाक्ष जि. मांगली, महाराष्ट्र, SANGLI.

पॅन नंबर:CIXPM5424M

पक्षकाराचा प्रकार

वय :-55

लिहन घेणा



छायाचित्र

अंगठ्याचा ठमा





वरील दस्तांग्वज करन दंणार नथाकथीन करारनामा चा दस्त एंवज करन दिल्याचे कवुल करतात. शिक्षा क.3 ची वेळ:08 / 04 / 2023 03 : 34 : 00 PM

ओळख:-

सदर इसम दुव्यम निवंधक यांच्या ओळखीचे अमुन दस्तऐवज करुन देणा-यानां व्यक्तीश श्रेळखतान, व न्यांची ओळख पटविनान

अनुक्र, पक्षकाराचे नाव व पना

नाव:ॲंड. केदार रमाकांत्र कुलकर्णी - -

पना:पिंपळे मीदागर पिन कोइ:411027

स्वाक्षरी



अंगट्याचा उसा



शिक्का क<u>़ 4 जी नेळ:08</u> / 04 / 2023 03 : 34 : 52 PM

Payment Details.

٠,٠,٠	HOTTE BOTOMO:							
sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	PRIYANKA VILAS MOHITE	eChallan	02300042023033089956	MH017974362202223E	269100.00	SD	0000151197202324	08/04/2023
2		DHC		0504202305664	1060	RF	0504202305664D	08/04/2023
3	PRIYANKA VILAS MOHITE	eChallan		MH017974362202223E	30000	RF	0000151197202324	08/04/2023

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

5291 /2023

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असे प्रमाणित करण्यात येते की, सदर दस्ताऐवजात & एमने आहेत. उदेली क्रा.१७

पहिले नंदराचे प्रस्तदलंचे . जंबरी नोंदरंबी. वेपक हवेली क्र. १७

