



Monday, June 27, 2011

10:38:42 AM

# पावती

Original

नोंदणी 39 म.

Regn. 39 M

पावती क्र. : 2781

दिनांक 27/06/2011

गावाचे नाव वडगांव

दस्तऐवजाचा अनुक्रमांक लवल - 02706 - 2011

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: एन एस गझदर अॅन्ड कंपनी प्रा.लि. तर्फे ऑथोराईज सिग्नेटरी एच पी पोपट - -

नोंदणी फी	: -	28850.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),	: -	1260.00
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (63)		30110.00

बाजार मूल्य: 900000 रु. मोबदला: 2884520रु.

भरलेले मुद्रांक शुल्क: 58000 रु.

देयकाचा प्रकार : डीडी/घनाकर्ष

बँकेचे नाव व पत्ता: बँक ऑफ

डीडी/घनाकर्ष क्रमांक: 552984

नोंटिस फी

मोजणी फी

सेवा फी (सेतू सोसायटी रु.20 + एजन्सी रु.50 + जादा-प्रत @ रु.2)

RPAD फी देण्या-याच्या पक्षकाराची संख्या ( 0x 50रु. )

6/2011

: -	0.00
: -	0.00
: -	0.00
: -	0.00
: -	0.00
: -	0.00

एकूण रु. 30110.00

आपणास हा दस्त अंदाजे 10:53AM ह्या वेळेस मिळेल

दुय्यम निबंधक

सह दुय्यम निबंधक

लोणावळा

कृपया कार्यालयाच्या बाहेर जातांना खालील कागदपत्रे मिळाल्याची खात्री करावी

- 1 मूळ दस्त
- 2 सुची क्रमांक दोनची प्रत
- 3 पावती
- 4 फेर फार सुचनापत्राची आदयप्रत
- 5 मोजणीची प्रतिक्षा क्रमांक

H. P. P. H.



दस्तक्रमांक व वर्ष: 2706/2011

दुय्यम निबंधक: लोणावळा

Monday, June 27, 2011

10:41:20 AM

## सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Regn. 63 m.e.

गावाचे नाव : वडगांव

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणा देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 2,884,520.00  
बा.भा. रु. 900,000.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सर्वे क्र.: 126/2 व इतर वर्णन: गांव मौजे वडगांव ता.मावळ जि.पुणे येथील सर्व्हे नं.126/2,133,134/4सी,134/4अ/2 येथील ला-मोन्टाना मधील विल्डींग नं.डी-2,मधील जुना सदनिका नं.ई-073,नवीन सदनिका नं.डी2-703 सातवा मजला कारपेट क्षेत्र 628 चौ फुट म्हणजेच 70.01 चौ मी बांधीव,सेलेबल क्षेत्र 844 चौ फुट तसेच एक कवर्ड कार पार्कींग सह (मुल्यांकन विभाग नं.9.1)
- (3) क्षेत्रफळ (1)
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) स्मार्ट व्हॅल्युज होम्स लि.पॅन AANCS3558H तर्फे ऑथोराईज सिग्नेटरी संजय जोशी - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: 12 वा मजला,टाईम्स टॉवर,कमला मिल्स कंपाऊड,सेनापती वापट मार्ग,; शहर/गाव: लोअर परेल मुंबई 13; तालुका: -; पिन: -; पॅन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) एन एस गझदर अॅन्ड कंपनी प्रा.लि. तर्फे ऑथोराईज सिग्नेटरी एच पी पोपट - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: नेविली हाऊस,करीम भाई रोड,बेल्गार्ड इस्टेट,मुंबई 001; तालुका: -;पिन: -; पॅन नम्बर: AAACN1223F.
- (7) दिनांक करून दिल्याचा 27/06/2011
- (8) नोंदणीचा 27/06/2011
- (9) अनुक्रमांक, खंड व पृष्ठ 2706 /2011
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 57695.20
- (11) बाजारभावाप्रमाणे नोंदणी रु 28850.00
- (12) शेरा

सह दुय्यम निबंधक.  
लोणावळा



.....  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2011  
.....

**SMART VALUE HOMES LTD.**

AND

N S Guzder and Company Private  
Limited  
\_\_\_\_\_



AGREEMENT FOR SALE

OF

NEW FLAT NO. D2-703 ON THE 7<sup>th</sup> FLOOR  
OLD FLAT NO. E-073

OF

THE BUILDING/BLOCK NO. D 2 AND

AT

**LA MONTANA.**

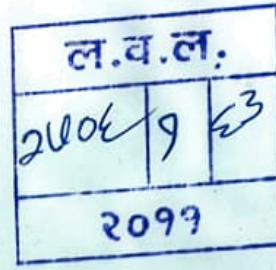
WADGAON, MAVAL. PUNE



Signature of Internal Authority

Signature of First and Second Applicant





Order No. : D-51STP(V)/C.R. 1007/02/05/21-31

Br. F. C. Road Date 22/06/11

Stamp Duty	Rs.	<u>58,000</u>
Service Charges	Rs.	<u>10</u>
Total	Rs.	<u>58,010</u>

Name of Stamp duty paying party  
N S Guzder & Co. Pvt. Ltd.

Name of counter party  
Smart Value Homes Ltd.

Purpose of transaction Agreement

Cheque No., if any, 552983  
Drawn on Bank Baroda  
Branch Mumbai

Cashier Shinde  
Authorised Signatory



THIS AGREEMENT made at LONAVALA  
this 27 day of JUNE, 2011.

*[Handwritten signature]*

BETWEEN

SMART VALUES HOMES LIMITED (PAN CARD NO. AANCS3558H), a Company incorporated under the Companies Act, 1956, having its registered office at 12th Floor, Times Tower, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai 400 013, represented by its authorized signatory and hereinafter referred to as "PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its affiliates, subsidiaries, successors and permitted assigns) of the FIRST PART;

AND

*[Handwritten signature]*

Signature of Internal Authority

*[Handwritten signature]*

Signature of First and Second Applicant



Industrial Development Bank of  
India Ltd. I.D.B.I. House.,  
Dnyaneshwar Paduka Chowk,  
Fergusson College Road,  
Shivajinagar, Pune-411 004.  
D-5/STP(V)/C.R.1007/02/05/  
928-31

भारत 50488  
173751  
SPECIAL AGREEMENT  
महाराष्ट्र  
JUN 22 2011  
TATA HOUSING  
R.0058000/- PB5039  
INDIA STAMP DUTY MAHARASHTRA

SMART VALUE HOMES



ल.व.ल.		
2008	2	13
2099		

कृते आय डी वी आय बैंक लिमिटेड  
For IDBI BANK LIMITED

*Sunder*

प्रमाणित हस्ताक्षरकर्ता/Authorised Signatory  
ए. सी. ए. रोड, पुणे/F. C. Rd. Br., Pune-4

AND

FULL NAME, in CAPITAL Letters (In the order of First, Middle and Last Name. Leaving a space between words)

Mr./Ms. (first applicant) N S GUZDER AND COMPANY PRIVATE LIMITED. (PAN No. AAACN1223F)

FULL NAME, in CAPITAL Letters (In the order of First, Middle and Last Name. Leaving a space between words)

Mr./Ms. (second applicant) through Authorised Signatory Mr. H.P. Popat.

Indian Inhabitant/s, residing at \_\_\_\_\_

a company registered or deemed to be registered in India under the Companies Act, 1956, and having its registered office at Neville House,

Currimbhay Road, Ballard Estate  
Mumbai 400 001

a partnership firm registered under the Indian Partnership Act, 1932/Limited Liability Partnership Act 2008, and having its registered office at \_\_\_\_\_

a public charitable trust registered under the Bombay Public Trusts Act, 1950, and having its registered office at \_\_\_\_\_

hereinafter referred to as "the Purchaser/s" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include in the case of an individual or individuals, his/her or their respective heirs, executors, administrators and permitted assigns / in the case of a body corporate, its successors and permitted assigns / in the case of a partnership firm, the partners for the time being and from time to time constituting the firm, and the survivors or survivor of them, and the heirs, executors and administrators of the last survivor of them and their, his or her permitted assigns / in the case of a trust, the trustees for the time being and from time to time of the trust, and the survivors or survivor of them, and the heirs, executors and administrators of the last survivor of them and their, his or her permitted assigns) of the **SECOND PART.**

*[Signature]*

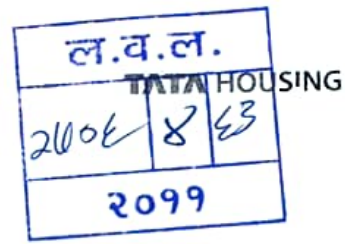
Signature of Internal Authority

*H. P. Popat*

Signature of First and Second Applicant

*LaMontana*  
The Art of Living

**SMART VALUE HOMES**



**WHEREAS:**

- (A) The Promoter has vide Deed of Conveyance dated 8th March 2010 registered vide MVL- 01704-2010 is absolutely seized and possessed of and otherwise well and sufficiently entitled to several pieces and parcels of lands bearing 126/2, 133, 134/4K and 134/4A/2 collectively admeasuring 20.35 Acres or thereabouts along with all the trees, wells, and other easement rights, lights, plants, liberties, privileges, advantages situated at village Wadgaon, Taluka Maval and District Pune and more particularly described in First Schedule hereto and hereinafter for the sake of brevity shall be referred to as the "Said Property". A copy of the map / sketch of the said Property delineated in "red" coloured boundary line is annexed hereto as Annexure "A".
- (B) The Promoter being desirous of developing the Said Property, by having constructed buildings and structures thereon consisting of flats, apartments, tenements, units and premises of all kinds, for residential, commercial, and/or any other authorised user, together with provision of garages and parking spaces and other necessary amenities and services thereto, for the purpose of selling, leasing or otherwise transferring the same to prospective Purchasers, lessees and other transferees, at his own risk and responsibility.
- (C) The Promoter has entered into a standard agreement with its Architect, viz. Vishwas Kulkarni (hereinafter referred to as "the Architect"), who is registered with the Council of Architects, and such agreement is as per the agreement prepared by the Council of Architects, and the Promoter has appointed a structural engineer for the preparation of the structural design and drawings of the said new buildings, and the Promoter accepts the professional supervision of the Architect and structural engineer till the completion of the said new buildings.
- (D) The Promoter is constructing in a phased manner on a portion of the said Property. The Promoter shall construct Club Houses, Retail Units, Health Care Centre and a School and may provide Landscaped Garden and Play Area however, the Purchase shall not be entitled to claim any right in respect of the Retail Units, School and the land appurtenant thereto. The Purchase shall be entitled to use the Club House, Play Area and Landscaped Garden subject to the rules, regulations / guidelines framed by the Promoter and / or the said Organization (defined hereunder) as the case may be. The area details in respect thereof are mentioned hereunder:
- (a) D. P. Road admeasuring 6926 sq. Mtrs. (approx.)
  - (b) School and the land appurtenant thereto admeasuring 8361.2 sq. Mtrs. (approx.)
  - (c) Retail Units admeasuring 2827 sq. Mtrs. (approx.)
  - (d) Club House admeasuring 1393.5 sq. Mtrs. (approx.)
  - (e) Landscaped Garden including play area admeasuring 33328 sq. Mtrs. (approx.)

The Promoter shall be developing a residential complex proposed to be known as "La Montana" (hereinafter referred to as "the said complex") in phased manner the details of which are as follows:

1. First Phase consisting of Four new residential buildings each consisting of Basement + Stilt + Ten upper floors (hereinafter collectively referred to as "the said new buildings"). The details of the Survey No. / Hissa Nos. of the said new buildings are as follows:

Building No.	Block No.	Respective Survey Nos.
1	A1	134/4K
	A2	134/4K
	A3	134/4K
	A4	134/4K
2	B1	134/4K
	B2	134/4K
	B3	134/4K
3	C1	134/4K
	C2	134/4K
	C3	133
4	D1	133
	D2	133
5	E1	126/2

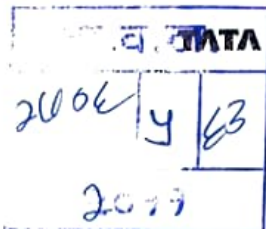
*[Handwritten Signature]*

Signature of Internal Authority

*[Handwritten Signature]*

Signature of First and Second Applicant





- (E) The Promoter has got approved and sanctioned from the concerned local authority, being the NA Order of Additional Collector, Pune Vide Order No. PMA/NA/SR/174/10, and by an earlier NA order dated 05/03/2011 issued by the Additional Collector, \_\_\_\_\_, annexed hereto and marked Annexure "A" & "A1" and "A2" (hereinafter referred to as "the said local authority") the plans, designs, specifications, elevations, sections and details of the said new buildings, and while approving and sanctioning the same the said local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Property and constructing the said new buildings, and upon due observance and performance of which only the Completion and Occupation Certificates in respect of the said new buildings shall be granted by the said local authority. The Promoter has under its said obligation, commenced construction of the said new buildings in accordance with the said plans, designs and specifications.
- (F) The Purchaser/s demanded from the Promoter and the Promoter has given inspection to the Purchaser/s, of all the documents of title relating to the said Property described in the First Schedule hereunder written, the plans, designs and specifications of the said new buildings prepared by the Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the Rules made thereunder.
- (G) Copies of the Certificate of Title dated 5th March 2010 issued by M/s. Dua Associates being the Advocates and Solicitors of the Promoter, and the relevant Village Forms No. 7/12 showing the nature of the title of the Promoter to the Said Property described in the First Schedule hereunder written on which the said new buildings are being constructed, and of the plan of the Flat agreed to be hereby purchased by the Purchaser/s which is approved by the said local authority, are annexed hereto and marked Annexure "B" & "C"
- (H) The Purchaser/s have applied to the Promoter for allotment to the Purchaser/s of Flat bearing Old Flat No. E-073 to be read as New Flat No. D2-703 (as per town planning revision) \_\_\_\_\_ (consisting of Room Kitchen / \_\_\_\_\_ Bedroom Hall Kitchen including terrace) on the 3<sup>rd</sup> floor (hereinafter referred to as "the said Flat") of the Building/Block No. D2 (hereinafter referred to as "the said building"), along with the right to use the Covered/~~Sub Open~~ Car parking ~~has~~ one Covered (hereinafter referred to as "the said Car parking's") as shown in the Floor Plan hereto annexed and marked as Annexure "C" for the price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
- (I) Relying upon the aforesaid application, the Promoter has agreed to allot and sell to the Purchaser/s, the said Flat at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.
- (J) On or before the execution of these presents, the Purchaser/s has/have paid to the Promoter a sum of Rs. 5,00,323 ~~Rs.~~ (Rupees Five Lakhs Three Hundred Twenty Three only), being part payment of the consideration payable hereunder as, Application Money (the payment and receipt whereof the Promoter hereby admits and acknowledges) and the Purchaser/s has/have agreed and undertaken to pay to the Promoter the balance of the agreed sale price in the manner hereinafter mentioned.
- (K) Under Section 4 of the said Act, the Promoter is required to execute a written Agreement for sale of the said Flat, being in fact these presents, and such Agreement is required to be registered under the Registration Act, 1908.

*[Handwritten signatures]*

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -**

- 1. The Promoter shall at its own cost and responsibility, construct the said new buildings in a phased manner (as mentioned herein) on the said Property, in accordance with the plans, designs and specifications approved and sanctioned by the said local authority and which have been seen and approved by the Purchaser/s, with only such alterations, amendments, variations, modifications and/or additions thereto/therein as the Promoter may consider necessary or as may be required by the concerned government/local authorities to be made in them or any of them.

*[Signature]*  
Signature of Internal Authority

*[Signature]*  
Signature of First and Second Applicant





ल.व.ह. TATA HOUSING		
2004	E	43
2099		

Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser/s in respect of such alterations, amendments, variations, modifications and/or additions which may adversely affect the said Flat of the Purchaser/s.

2(a) The Purchaser/s hereby agree/s and undertake/s to purchase and acquire from the Promoter and the Promoter hereby agrees to sell and transfer to the Purchaser/s, Flat bearing Old Flat No. E-073 to be read as New Flat No. D2-703 (as per town planning revision) (consisting of \_\_\_\_\_ Room Kitchen/ \_\_\_\_\_ Bedroom Hall Kitchen including terrace) admeasuring 844 sq. ft. equivalent to 78.409 sq. mtrs. saleable area equivalent to 628 sq. ft. carpet area equivalent to 58.342 sq. mtrs. on the 7th floor of the said building/block No. D2 (hereinafter referred to as "the said building") as shown in the Floor Plan thereof hereto annexed and marked Annexure "D" & "D1", (hereinafter referred to as "the said Flat") for the price of Rs. 28,84,520/- (Rupees Twenty Eight Lakhs Eighty Four Thousand Five Hundred Twenty only), along with the right to use the Covered/Open Car parking Nos One Covered (hereinafter referred to as "the said Car parking's") as shown in the Floor Plan hereto annexed and marked as Annexure "C" for the price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

*[Handwritten signature]*

Further, the Promoter will construct a Club House on an area admeasuring 1393.5 sq mtrs out of the Survey / Gut No. \_\_\_\_\_ and certain internal roads admeasuring 12565 sq mtrs (approx) (Collectively "Internal Roads") excluding D.P. Road Area admeasuring 6926 sq mtrs which shall be constructed in the said complex. The usage of the above said shall be governed by the provisions made hereunder in Clause 10 of this Agreement.

3(a) On or before the execution of these presents, the Purchaser/s has/have paid to the Promoter a sum of Rs. 5,00,323 only, being part payment of the consideration payable hereunder as earnest money and the he Purchaser/s hereby agree/s and undertake/s to pay to the Promoter the balance amount of the agreed purchase price, being Rs. 23,84,197/- Rs. Twenty Three Lakhs Eighty Four Thousand One Hundred Ninety Seven only, in the following manner:-

*[Handwritten signature]*

			Rs.	Cheque No.
	On Application		2,43,724	129583
<b>Installments</b>	<b>Construction Phases</b>	<b>Particulars</b>		
Installment 1	Within 45 days of booking	19.50% of Sales Price less application money	2,56,599	008301
Installment 2	upon completion of Plinth Level	20% of Sales Price	5,13,152	
Installment 3	Upon casting of 4th Floor(7th Slab)	20% of Sales Price	5,13,152	
Installment 4	Upon casting of Terrace(12th Slab)	20% of Sales Price	5,13,152	
Installment 5	Upon completion of Brickwork, Plastering, Electrical and Plumbing work	15.50% of Sales Price	3,97,693	
Installment 6	2 months from 5th installment			
	Club House Charges		60,000	
	Parking Charges		2,25,000	
	PLC (If Applicable)			
	Floor Rise (If Applicable)		33,760	
Installment 7	On Possession	5.00% of Sales Price	1,28,288	

*[Handwritten signature]*

~~As~~ Installment 7 shall be paid within 7 (seven) days of receipt by the Purchaser/s of the Promoter's letter offering possession of the said Flat, irrespective of whether the Purchaser/s take/s possession thereof or not.

*[Handwritten signature]*  
Signature of Internal Authority

*[Handwritten signature]*  
Signature of First and Second Applicant







9. The fixtures, fittings and amenities to be provided by the Promoter in the said Flat and in the said building are those that are set out in Annexure "F" hereto. The Promoter may at the request of the Purchaser customize / modify the said Flat as per the requirement of the Purchaser and upon payment of costs and / or charges which shall be solely decided by the Promoter and such customization / modification of the said Flat shall only be made or carried if permissible under the applicable Acts, Rules and Bye Laws and also subject to clause No. 25 herein below.

10(a) As provided herein above in Clause 2 (a) of this Agreement, and as expressly agreed by and between the Parties hereunder, the Internal Roads are intended for the use and benefit of the Purchasers and occupants of all the residential flats in the said new buildings and also for the use and benefit of the Purchasers and occupants of all the flats, premises, units, offices, shops, showrooms and other areas and spaces in the proposed new buildings and the proposed new project/s to be developed on the Said Property (hereinafter referred to as the "New Purchasers").

It is further expressly agreed and understood by and between the parties hereto that the Purchaser/s herein and/or the said Organization/Apex Society of the said complex shall not at any time in perpetuity restrict the use of the Internal Roads to the New Purchasers. The Purchaser shall be entitled to use the common areas but shall not be entitled to claim any right in the School and area appurtenant thereto and retail area. This condition shall always be the essence of this Agreement.

The Club House and the land appurtenant thereto, Landscape Garden Area, shall always remain the property of the Promoter till the said lands are conveyed to the Organization (defined hereunder) on the completion of the development of the said lands. The Purchaser/s shall abide by such rules and regulations for use of the Club House and Landscape Garden Area as may from time to time be framed by the Promoter and/or the said Organization (defined hereunder) or such supervisory entity, as the case may be.

However, the Promoter and/or Organization (defined hereunder) shall be entitled to collect from the Purchaser/s the proportionate share of outgoings for the upkeep and maintenance of the Club House, Landscape Garden Area.

10(b) CLUBHOUSE MEMBERSHIP

The Purchaser/s shall also pay, Clubhouse membership fee "which is included in the agreement cost" and usage charges [taxes extra, if any] as prescribed from time to time and also abide by rules and regulations framed by the Promoter or the respective society/association of Apartment/Flat owners or to the Organization (defined hereunder) or its nominated agency for proper management of the Club House (as the case may be). The club House charges as mentioned herein are nonrefundable and one time charges.

11. It is further expressly agreed and understood that the Club House, Landscaped Garden and Children's Play Area on the said Property, shall be used by the Purchaser/s occupiers of the said Flat /residential flats in the said new buildings and is for the exclusive beneficial use of the Purchaser/s/occupiers of the residential flats only and no other persons.

12. The Promoter shall give possession of the said Flat to the Purchaser/s on or before 31<sup>st</sup> July 2013. If the Promoter fails or neglects to give possession of the said Flat to the Purchaser/s on account of reasons beyond the control of the Promoter and its agents as per the provisions of section 8 of the said Act, by the aforesaid date or the date or dates prescribed in section 8 of the said Act, then the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the said Flat (but excluding the amount of interest paid by the Purchaser/s for delayed payment of any installment or other payments), with simple interest at 9% (nine percent) per annum, from the date/s the Promoter received the amounts till the date the amounts and interest thereon are repaid, provided that by mutual consent it is agreed that any dispute as to whether the stipulations specified in section 8 of the said Act have been satisfied or not, will be referred to the Competent Authority as specified in the said Act, who will act as the Arbitrator. Till the entire amount and interest thereon are refunded by the Promoter to the Purchaser/s, they shall, subject to prior encumbrances if any, be a charge on the said Property as well as the construction or building in which the said Flat is situated or was to be situated.

*[Handwritten signature]*

PROVIDED THAT the Promoter shall be entitled to reasonable extension of time for giving delivery of

*[Handwritten signature]*  
Signature of Internal Authority

*[Handwritten signature]*  
Signature of First and Second Applicant





ल.व.ल.		
TATA HOUSING		
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constructed/provided in the said complex, and upon the Promoter receiving the entire payment (towards the consideration, deposits, outgoings or otherwise) due and payable to it under all the Agreements for Sale executed with all the Purchasers/transferees of all the flats, units, premises in the said complex, the Promoter shall transfer to the said Organisation/Apex Society (if a co-operative society or a limited company is formed), all its right, title and interest in the said Property, and the Promoter shall transfer the said new buildings to the same, by executing the necessary Deed of Conveyance /Transfer of the said Property (or to the extent as may be permitted by the concerned authorities) and the said new buildings in favour of the said Organisation/ Apex Society. Such Deed of Conveyance/Transfer shall be in accordance with the terms, conditions, covenants, stipulations and provisions of this Agreement, and shall be in such form and shall contain such terms, conditions, covenants, stipulations and provisions as may be decided and determined by the Promoter in their sole, absolute and unfettered discretion.

- (b) It is hereby expressly clarified, agreed and understood that neither the Purchaser/s nor the said Organisation /Apex Society shall raise any objection or dispute, and/or claim any compensation, if the area permitted to be conveyed/ transferred by the authorities is at variance with or is less than the area of the said Property as shown in the First Schedule hereunder written and/or as shown in the site plan annexed hereto, whether the same is consequent upon the amenity space and the reserved portions of the said Property being handed over and transferred to the said local authority and/or other Government/ Local bodies or authorities, or any other reason whatsoever.
- (c) The Promoter have also informed the Purchaser/s that in the event of the Promoter submitting the said Property and the said new buildings to the provisions of the Maharashtra Apartment Ownership Act, 1970, and consequently, forming a Condominium as per the provisions of that Act, the Promoter shall not be required to execute the Deed of Conveyance/Transfer in favour of the said Organisation/ Apex Society as mentioned in sub-clause (a) of this clause, but they shall execute the necessary Declaration, and the Deed/s of Apartment in favour of the Purchaser/s as per the provisions of that Act, and in such an event, all the other terms, conditions and provisions herein which apply/relate to such Deed of Conveyance/Transfer, shall also apply/relate to such Declaration and Deed/s of Apartment, to the extent the same are applicable.
17. Commencing a week after notice in writing is given by the Promoter to the Purchaser/s that the said Flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Flat) of all the outgoings in respect of the said Property and the said new buildings, including repairs to the exterior and interior of the said new buildings (but excluding the interior of the said Flat hereby agreed to be sold to the Purchaser/s), the assessments, taxes, cesses, charges, levies and other amounts payable to all Government, Semi- Government, Local and Public Bodies and Authorities, water charges, insurance premia, maintenance and repairs of common lights, common passages/corridors, staircases, water pumps, and all other common areas, amenities and facilities, sanitary and water connections, salaries of clerks, bill collectors, chowkidars and sweepers, and all other costs and expenses necessary and incidental to the management, maintenance, repairs and preservation of the said Property and the said new buildings, as set out in Annexure "G" hereto. Until the said Organisation/ Apex Society is formed and registered and the said Property and the said new buildings are transferred to it as aforesaid, the Purchaser/s shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter from time to time, in its sole, absolute and unfettered discretion, and the decision of the Promoter in this regard shall be conclusive, final and binding on the Purchaser/s. The Purchaser/s further agree/s, undertake/s and covenant/s that till the Purchaser/s/Purchasers' share is so determined, the Purchaser/s shall pay to the Promoter a provisional contribution of Rs. 2,532 (Rupees Two Thousand Five Hundred Thirty Two only) per month payable in advance on at twelve monthly basis towards the outgoings, plus all increases thereto as may be determined by the Promoter from time to time. The amount so paid by the Purchaser/s to the Promoter shall not carry any interest and remain with the Promoter till the formation of the said Organisation. The Purchaser/s agree/s, undertake/s and covenant/s to pay and discharge such provisional contribution on twelve monthly basis regularly on the 5th (fifth) day of each month in advance and shall not withhold the same for any reason whatsoever.

It is expressly clarified, agreed and understood between the parties hereto that the Purchaser/s and/or said Organisation/Apex Body shall be liable to bear and pay to the Promoter the proportionate share of all the outgoings in respect of maintenance and upkeep of all the common areas and facilities including the Internal Roads and Club House, till the completion of the development of the Said

Signature of Internal Authority

Signature of First and Second Applicant



**SMART VALUE HOMES**



Property.

It is clarified that separate property tax bills in respect of the flats raised by the Municipality shall be forwarded to the Purchaser for making payment thereof. The Purchaser alone shall be responsible for making the payment and the consequence of non-payment of the same; the Promoter shall not be liable and responsible for the same in any manner whatsoever.

18. The Promoter shall be entitled to the refund of the Municipal and other taxes, cesses, assessments and levies on account of the vacancy of the unsold flats, units, premises, if the Promoter has paid the same in respect of the flats, units, premises and/or parking spaces which are not sold and disposed off.

19(a) The Purchaser/s shall on or before delivery of possession of the said Flat, keep deposited (taxes extra, if applicable) with the Promoter the following amounts:-

Sr. No.	Particulars of Deposits	Amount (Rs.)
1.	Expenses and outgoings as provided in Clause 17 above.	60,768
2.	Legal costs, charges and expenses including for the preparation of all necessary documents, including the Deed of Conveyance/Transfer in favour of the said Organisation, or the Declaration and Deed/s of Apartment including society formation charges.	3,000
3.	Deposit for stamp duty and registration fees payable in respect of the Deed of Conveyance/Transfer of the said Property and the said new buildings in favour of the said Organisation, or in case a Condominium is formed, the stamp duty and registration fees payable in respect of the Declaration and Deed/s of Apartment and other related/incidental instruments and documents.	As Applicable
4.	Share money & application/entrance fee for membership of the said Organisation.	—/—
5.	Consultant's/Retainer's fees and charges and other costs and expenses payable for finalization of the property tax etc of the said Property.	—/—
6.	Security deposit and connection charges for water connection payable to the Gram Panchayat/Zilla Parishad	—/—
7.	Security deposit for electrical meter / Meter Charges payable to MSEDCL.	—/—
8.	Charges/Taxes towards betterment/development of premises including amenities, etc	—/—
<b>TOTAL</b>		

*[Handwritten signature]*

(b) It is hereby expressly clarified, agreed and understood that in the event of there being any increase in the amounts mentioned in sub-clause (a) of this clause, and/or any other amounts/deposits which are not referred to therein become payable, for any reason, then the Purchaser/s shall be liable to bear and pay the same within 7 (seven) days from receipt of the Promoter's written intimation in this regard.

(c) The Promoter shall utilise the aforesaid amounts/deposits only for the purposes for which the same are collected. The amounts paid to and deposited with the Promoter by the Purchaser/s under this clause shall not carry any interest, and shall remain with the Promoter until the Deed of Conveyance/Transfer is executed in favour of the said Organisation as aforesaid or in the case of Condominium the same shall remain with the Promoter until the Declaration in respect of the said building/block No. D 2 is executed and registered and Deeds of Apartment in respect of the said Flat is executed and registered. On such Deed of Conveyance/Transfer in favour of the said Organisation or the Declaration and Deeds of Apartment in case of Condominium being executed and registered the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Promoter to the said Organisation/Condominium. The Promoter shall render the account of such deposits except as mentioned in clause 20 below to the said Organisation/Condominium only and not individually to the Purchaser/s at any time. It is expressly clarified, agreed and understood between the parties hereto that the Promoter shall be entitled to retain 30% from the deposit collected under

*[Handwritten signature]*  
Signature of Internal Authority

*[Handwritten signature]*  
Signature of First and Second Applicant





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200E	9E	63
2099		



SMART VALUE HOMES

THE SECOND SCHEDULE HEREINABOVE REFERRED TO  
(Description of the common area, amenities and facilities)

SIGNED AND DELIVERED for and on behalf of the within named  
Promoter SMART VALUE HOMES LIMITED by  
its Authorised Representative Mr./Ms. SANJAY JOSHI

*Sanjay Joshi*



SIGNED AND DELIVERED by the within named Purchaser/s

1) N.S. GUZDER AND COMPANY PRIVATE LIMITED  
THROUGH AUTHORIZED SIGNATORY MR. H. P. POPAT

*H. P. Popat*



2)

PURCHASER/S

Witness:

1) Vivek S. Ambure

*Vivek S. Ambure*

2) Tushal Surav.

*Sanjay Joshi*

Signature of Internal Authority

*H. P. Popat*

Signature of First and Second Applicant

- वाचलें:- १) मे. स्मार्ट व्हॅल्यु होम्स प्रा. लि. तर्फे श्री. शाम दामोदरण, रा. स्मार्ट व्हॅल्यु होम्स प्रा. लि. १२ वा मजला, टाईम्स टॉवर कमला मिल्स कंपाऊंड, सेनापती बापट मार्ग तुलसी पाईप रोड मुंबई-१३ यांचा दि. १९/६/२०१० रोजीचा अर्ज
- २) सहा. संचालक, नगर रचना पुणे यांचेकडील पत्र जा. क्र. रेखांकन/ एनएबीपी/ मी. वडगांव/ता. मावळ/स.नं. १२६/२ व इतर/ससंपु/५०१३ दि. १४/१२/२०१०
- ३) महाराष्ट्र जमीन महसूल अधिनियम १९६६ कलम ४४



जिल्हाधिकारी कार्यालय पुणे

महसूल शाखा

क्र. पमअ/एनए/एसआर/१७४/१०

पुणे - दिनांक ५ /०३/२०११

मौजे वडगाव, ता. मावळ, जि. पुणे येथील सं.नं. १२६/२, १३३, १३४/४अ/२ व १३४/४क यामधील ७३९१०.६३ चौ. मी. क्षेत्रावर रहिवास प्रयोजनासाठी म.ज.म.अ.१९६६ मधील कलम ४४ नुसार सुधारीत बांधकाम इमारत आराखडयांस मंजूरी मिळणेबाबत..

आदेश

मे. स्मार्ट व्हॅल्यु होम्स प्रा. लि. तर्फे श्री. शाम दामोदरण, रा. स्मार्ट व्हॅल्यु होम्स प्रा. लि. १२ वा मजला, टाईम्स टॉवर कमला मिल्स कंपाऊंड, सेनापती बापट मार्ग तुलसी पाईप रोड मुंबई-१३ यांनी दि. १९/६/२०१० रोजीचा अर्ज करून रहिवास या प्रयोजनासाठी सुधारीत बांधकाम इमारत आराखडयास मंजूरी मिळणेबाबत या कार्यालयाकडे विनंती केलेली आहे. प्रस्तुत क्षेत्रास या कार्यालयाकडील क्र. पमअ/एनए/ एसआर/१८३/०८ दि.२०/२/२००९ नुसार अकृषिक परवानगी देण्यात आलेली आहे.

मौजे वडगाव, ता. मावळ, जि. पुणे येथील सव्हे नंबर ही जमीन खालीलप्रमाणे हक्कनोंदणीस दाखल आहे.

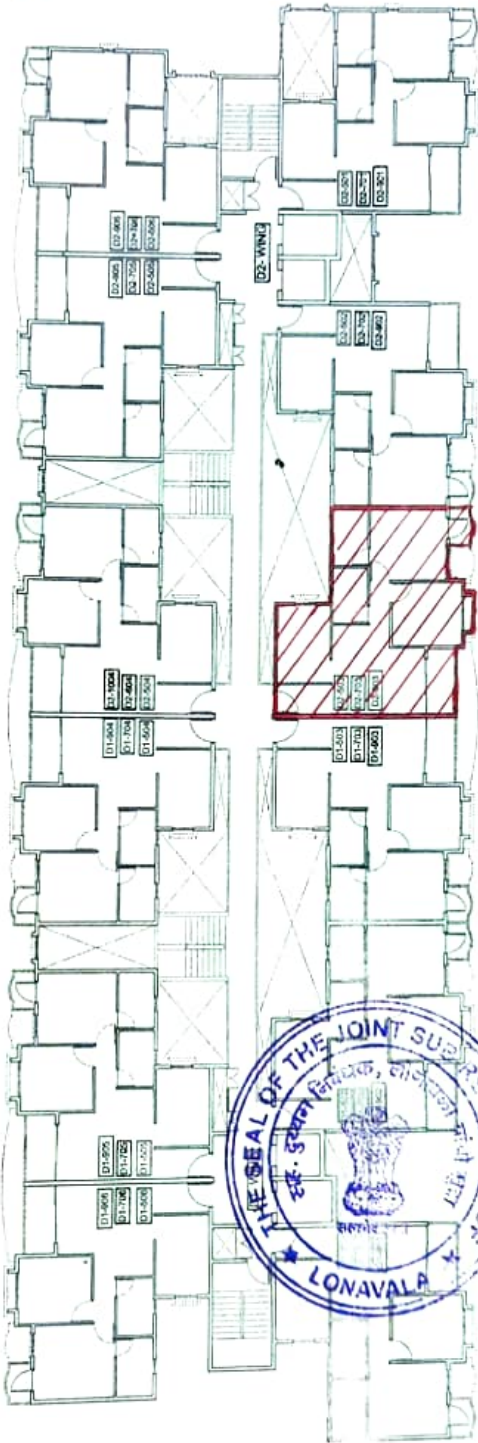
अ. क्र.	गट नंबर	मुळ जमिन मालकाचे नाव	क्षेत्र (चौरस मीटर)
१	१२६/२	स्मार्ट व्हॅल्यु होम्स प्रा. लि. तर्फे श्री. प्रतिनिधी चंद्रशेखर	३४७००.००
२	१३३	स्मार्ट व्हॅल्यु होम्स प्रा. लि. तर्फे श्री. प्रतिनिधी चंद्रशेखर	३५१००.००
३	१३४/४अ/२	स्मार्ट व्हॅल्यु होम्स प्रा. लि. तर्फे श्री. प्रतिनिधी चंद्रशेखर	२१००.००
४	१३४/४क	स्मार्ट व्हॅल्यु होम्स प्रा. लि. तर्फे श्री. प्रतिनिधी चंद्रशेखर	१०५००.००
हक्कनोंदणीप्रमाणे जमिनीचे एकुण क्षेत्र			८२४००.००



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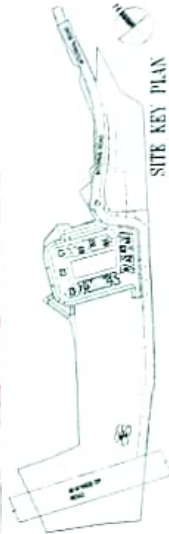
ल.व.ल.		
2608	29	83
2099		

La Montana  
BUILDING-D



AREA STATEMENT - OPTIMA  
(In sq ft)

TYPE	CARPET	PALEBLE
2 RM	628 sqft	844 sqft



SITE KEY PLAN



ल.व.ल.		
2000	43	83
2099		

*[Handwritten signature]*

H. P. P. P.

Proposed floor plan of Flat No D2-703 On floor 7<sup>th</sup> in the Block No. D2 of Building No. 4 At "La Montana" agreed to be acquired by the party of the Other part as shown verged in Red Colour.



ल.व.ल.		
2008	48	83
2099		

Price Of Material & Labour			
Sr.	Material	Unit	Price (Rs.)
1	Cement 43 Grade	Bag	225/-
2	Cement 53 Grade	Bag	245/-
3	White Cement	Bag (50 Kg)	900/-
4	Aggregate 20mm	Cu M	780/-
5	Aggregate 10mm	Cu M	820/-
6	Oversize Metal	Cu M	780/-
7	Sand	Cu M	2120/-
8	Rubble	Cu M	505/-
9	Murum	Cu M	250/-
10	Grit Powder	Cu M	710/-
11	Concrete Blocks (400x200x150mm)	No.	14/-
12	Concrete Blocks (400x200x100mm)	No.	11/-
13	Bricks 100mm	No.	5.0/-
14	Bricks 150mm	No.	6.5/-
15	Mild Steel For Reinforcement	M.t.	35000/-
16	High Yield Strength Steel For Reinforcement	M.t.	38000/-
17	Teak Wood	Cu M	62000/-
18	Hard Wood Patakh	Cu M	35300/-
19	Poece'ona Tiles	Sq Ft	30/-
20	Vitrified Tiles	Sq Ft	35/-
21	Ceramic Tiles	Sq Ft	25/-
22	Baroda Green Marble 20mm Thick	Sq Ft	65/-
23	Polished Granite Black 20mm Thick	Sq Ft	140/-
24	35mm Thick Solid Flush Door, Both Side Commercial Ply	Sq M	1000/-
25	Skilled Mason	No.	350/-
26	Skilled Helper	No.	200/-
27	Skilled Carpenter	No.	300/-
28	Skilled Barbender	No.	250/-

Note: Above details are subject to change without notice.

Signature of Internal Authority

Signature of First and Second Applicant



Tuesday, August 21, 2012

1:09:03 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 3342

दिनांक 21/08/2012

गावाचे नाव वडगांव

दस्तऐवजाचा अनुक्रमांक

लवल - 03239 - 2012

दस्ता ऐवजाचा प्रकार

चुक दुरुस्ती पत्र

सादर करणाराचे नाव: एन एस गजदर अॅन्ड कंपनी प्रा.लि. तर्फे ऑथोराईज सिग्नेटरी एच पी पोपट - -

नोंदणी फी

:- 100.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (19)

:- 380.00

एकूण रु.

480.00

आपणास हा दस्त अंदाजे 1:23PM ह्या वेळेस मिळेल

दुय्यम निबधक

लोणावळा

बाजार मुल्य: 0 रु.

मोबदला: 0 रु.

भरलेले मुद्रांक शुल्क: 100 रु.

सह दुय्यम निबधक

लोणावळा

H. P. P. P.





दस्तक्रमांक व वर्ष: 3239/2012

Tuesday, August 21, 2012

1:10:41 PM

दुय्यम निबंधक: लोणावळा

नोंदणी 63 म.

Regn. 63 m.e.

सूची क्र. दोन INDEX NO. II

गावाचे नाव : वडगांव

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 0.00  
बा.भा. रु. 0.00

- (2) भू-मापन, पोटहिस्ता व घरक्रमांक (असल्यास)

(1) सर्वे क्र.: 126/2 व इतर वर्णन: गांव मौजे वडगांव ता.मावळ जि.पुणे येथील सर्व्हे नं.126/2,133,134/4सी,134/4अ/2 येथील ला-मोन्टाना मधील बिल्डींग नं.डी-2,मधील जुना सदनिका नं.ई-073,नवीन सदनिका नं.डी2-704 सातवा मजला कारपेट क्षेत्र 628 चौ फुट म्हणजेच 70.01 चौ मी बांधीव,सेलेबल क्षेत्र 844 चौ फुट तसेच एक कवर्ड कार पार्कींग सह (करारनामा दस्त नं 2706/2011 दिनांक 27/06/2011 मध्ये पान नं 5 ,6 तसेच फ्लोअर प्लॅन आणि सुची क्रं 2 मध्ये सदरहु नवीन सदनिका नं डी2-704 ऐवजी सदनिका नं डी2-703 असा नजर चुकीने लिहिण्यात आला होता परंतु तो सदनिका नं डी2-704 असा वाचण्यात यावा ) (मुल्यांकन विभाग नं.9.1)

- (3) क्षेत्रफळ

(1)

- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

(1) स्मार्ट वॅल्युज होम्स लि.(पॅन AANCS3558H ) तर्फे ऑथोराईज सिग्नेटरी म्हणून चंद्रशेखर पाटील - ; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: 12 वा मजला,टाईम्स टॉवर,कमला मिल्स कंपाऊड,सेनापती बापट मार्ग, ; शहर/गाव: लोअर परेल मुंबई 400013 ; तालुका: -; पिन: -; पॅन नम्बर: -.

- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

(1) एन एस गझदर अँड कंपनी प्रा.लि. तर्फे ऑथोराईज सिग्नेटरी एच पी पोपट - ; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: नेविली हाऊस,करीम भाई रोड,बेलाईड इस्टेट,मुंबई 400001 ; तालुका: -;पिन: -; पॅन नम्बर: AAACN1223F.

- (7) दिनांक करून दिल्याचा 21/08/2012  
(8) नोंदणीचा 21/08/2012  
(9) अनुक्रमांक, खंड व पृष्ठ 3239 /2012  
(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 100.00  
(11) बाजारभावाप्रमाणे नोंदणी रु 100.00  
(12) शेर



सह दुय्यम निबंधक  
लोणावळा

  
सह दुय्यम निबंधक  
लोणावळा





दस्तक्रमांक व वर्ष: 2706/2011

Monday, June 27, 2011

10:41:20 AM

दुय्यम निबंधक: लोणावळा

नोंदणी 63 म.

Regn. 63 me

## सूची क्र. दोन INDEX NO. II

गावाचे नाव : वडगांव

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 2,884,520.00  
बा.भा. रु. 900,000.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सर्वे क्र.: 126/2 व इतर वर्णन: गांव मीजे वडगांव ता.मावळ जि.पुणे येथील सर्वे नं.126/2,133,134/4सी,134/4अ/2 येथील ला-मोन्टाना मधील विल्डींग नं.डी-2,मधील जुना सदनिका नं.ई-073,नवीन सदनिका नं.डी2-703 सातवा मजला कारपेट क्षेत्र 628 चौ फुट म्हणजेच 70.01 चौ मी बांधीव,सेलेबल क्षेत्र 844 चौ फुट तसेच एक कव्हर्ड कार पार्कींग सह (मुल्यांकन विभाग नं.9.1)  
(1)
- (3)क्षेत्रफळ (1)
- (4) आकारणी किंवा जुडी देण्यात असल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) स्मार्ट व्हॅल्युज होम्स लि.पॅन AANCS3558H तर्फे ऑथोराईज सिग्नेटरी संजय जोशी - ; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: 12 वा मजला,टाईम्स टॉवर,कमला मिल्स कंपाऊड,सेनापती बापट मार्ग., शहर/गाव: लोअर परेल मुंबई 13; तालुका: -; पिन: -; पॅन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) एन एस गझदर अॅन्ड कंपनी प्रा.लि. तर्फे ऑथोराईज सिग्नेटरी एच पी पोपट - ; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: नेविली हाऊस,करीम भाई रोड,बेलाई इस्टेट,मुंबई 001; तालुका: -;पिन: -; पॅन नम्बर: AAACN1223F.
- (7) दिनांक करून दिल्याचा 27/06/2011
- (8) नोंदणीचा 27/06/2011
- (9) अनुक्रमांक, खंड व पृष्ठ 2706 /2011
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 57695.20
- (11) बाजारभावाप्रमाणे नोंदणी रु 28850.00
- (12) शेरा

सह दुय्यम निबंधक.  
लोणावळा





**SMART VALUES HOMES LTD.,** a Company incorporated under the Companies Act, 1963 having its registered office at – Times Tower, 12<sup>th</sup> Floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel (W), Mumbai, - 400 013, (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) hereinafter referred to as “**the Promoters**” of the **FIRST PART;**



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**N. S. GUZDER AND COMPANY PRIVATE LIMITED,**

PAN No. AAACN1223F, a company registered or deemed to be registered in India under the Companies Act, 1956, and having its registered office at – Neville House, Currimbhay Road, Ballard Estate, Mumbai - 400001, hereinafter referred to as “**the Purchasers**” through its authorized person Mr. H. P. POPAT (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, legal representative, administrators and permitted assigns etc.) of the **SECOND PART;**

**WHEREAS** the parties hereto have entered into and executed an Agreement For Sale, dated 27<sup>th</sup> June, 2011, in respect of Old Flat No. **E- 073** to be read as New Flat No. **D2-703**, (as per town

*Jat*  
*H.P. Popat*

planning revision) admeasuring 844 sq. ft. i.e. 78.409 sq. mtrs. saleable area, equivalent to 628 sq. ft. i.e. 58.342 sq.mtrs. carpet area, on the 7<sup>th</sup> floor, of the said building No. **D2** with one covered car parking, in the complex known as "**La Montana**" constructed on a plot of land bearing Survey No. 126/2, 133, 134/4K, 134/4A/2, lying being and situate at Village Vadgaon, Taluka Maval, District Pune, within the limits of Zilla Parishad Pune, and in the Registration District Pune, and Sub-Registration District – Maval, under which the Promoter herein have sold and the Purchasers herein have purchased and acquired the Said Premises on the terms and conditions mentioned thereunder written;

**AND WHEREAS** the Said **Agreement For Sale**, dated **27.06.2011**, registered with office of Sub-Registrar of Assurances, Lonavala under Document No.**LVL-2706/2011**, dated **27.06.2011** and thereby paid an appropriate stamp duty and Registration Charges to the concerned authorities, which agreement hereinafter referred to as the "**Said Agreement**", the copy of Index-II and registration receipt of the Said Agreement are annexed hereto;



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*Jato*  
*H.P. P.*

**AND WHEREAS** in the **Said Agreement**, on page No.5 and 6 of the registered document and on Index II, due to oversight, inadvertently, the New Flat Number is typed as: D2-703.

**In fact the New Flat Number ought to have been typed in place thereof as under: D2-704.**

**AND WHEREAS** the zerox copy of the Page No. 5, 6 and Index II of the Said Agreement is annexed hereto.

**AND WHEREAS** in the circumstances the parties hereto are desirous of carrying out the aforesaid correction and to incorporate the ~~original~~ words, Hence, this Deed of Rectification.



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1. The parties hereto hereby specifically confirm and admit the execution of the Said Agreement, and further agree and declare to be bound by the terms and conditions incorporated in the Said Agreement.
2. In the Said Agreement, on page No. 5, 6 of the registered document, and on Index II, due to oversight, inadvertently, the New Flat Number is wrongly typed as: D2-703.

**In fact the New Flat Number ought to have been typed in place thereof as under: D2-704.**

*[Handwritten signatures]*  
H.P. P.H.

Further in the said agreement at page no. 53, due to oversight the wrong mentioned typical floor plan is annexed therefore the corrected floor plan is annexed herewith is the correct mentioned plan and flat.

**SAVE & EXCEPT** above rectification all other terms and conditions of the Said Agreement for Sale, dated 27.06.2011, remain the same and unchanged.

**SCHEDULE OF THE SAID PREMISES**



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All that piece and parcel of a residential premises bearing residential premises bearing Old Flat No. **E- 073** to be read as as New Flat No. **D2-704**, (as per town planning revision) admeasuring 844 sq.ft. i.e. 78.409 sq.mtrs. saleable area, equivalent to 628 sq. ft. i.e. 58.342 sq.mtrs carpet area, on the 7<sup>th</sup> floor, of the said building No. **D2** with one covered car parking, in the complex known as "**La Montana**" constructed on a plot of land bearing Survey No. 126/2, 133, 134/4K, 134/4A/2, lying being and situate at Village Vadgaon, Taluka Maval, District Pune, within the limits of Zilla Parishad Pune, and in the Registration District Pune, and Sub-Registration District – Maval.

*Handwritten signatures:*  
H.P.P. Patil  
[Signature]

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their Respective hands on the day, month and year first hereinabove mentioned.

SIGNED & DELIVERED by the ]

Withinnamed "THE PROMOTER" ]

SMART VALUES HOMES LTD. ]  
Through its authorized representative ]

Mr. Chandrashekhar Patil ]

In the presence of..... ]



*Patil*



- 1. vivek A. Jene v. Jene
- 2. vinod R. Samant - Samant

SIGNED & DELIVERED by the ]

Withinnamed "THE PURCHASER" ]

N. S. GUZDER AND COMPANY PRIVATE LIMITED ]

Through its authorized person *H.P. Popat* ]  
Mr. H. P. POPAT ]

In the presence of..... ]



- 1. vivek. A. Jene v. Jene
- 2. vinod R. Samant - Samant



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