

Tuesday, April 24, 2001

11:09:27 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 4273

दिनांक 24/04/2001

पावतीचे नाव कोथरुड

दस्तऐवजाचा अनुक्रमांक हवेल4 - 04519 - 2001

दस्तऐवजाचा प्रकार अभिहस्तांतरणपत्र/करारनामा/अपाटर्मेट डीड/मागता पत्र

सादर करणाराचे नाव सुधाकर रघुनाथ भालेराव

नोंदणी फी :-

6380.00

पृष्ठांकनाची न. फी (फ़ोलीओ)/शेरे :-

12.00

नक्कल फी (27) :-

135.00

रुजवात फी :-

2.00

फ़ॉर्म फी अनुच्छेद 11 अन्वये :-

1.00

फ़ॉर्म फी अनुच्छेद 20 अन्वये :-

1.00

एकूण

6531.00

दस्तऐवज / नक्कल नोंदणीकृत डाकेने पाठवली जाईल / या कार्यालयात देण्याती येईल

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या

नावे नोंदणीकृत डाकेने पाठवावा
हवाली करावा

दुय्यम निबंधक

दुय्यम निबंधक प्रवेळी व. उ.
सादरकर्ता

मुद्रांक शुल्क :- 17000

Rs. 17,000/-

OFFICE OF THE SUB-REGISTRAR
HAVALI-4, DIST:- PUNE
MAH/CCRA/11/YEAR-2000

भारत 04436 SPECIAL महाराष्ट्र
ADHESIVE 183952 APR 23 2001
R.0017000/PB 0116
INDIA STAMP DUTY MAHARASHTRA

(मसतरा हजार रुपये फक्त)

[Signature]
23/4/2001

हयम निबंधक हवेली नं. ४

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A G R E E M E N T

THESE ARTICLES OF AGREEMENT MADE AND EXECUTED ON THIS
23rd (Twenty Third) DAY OF April 2001
AT PUNE.

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ABKharade

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BETWEEN

M/S M.K. CONSTRUCTIONS a partnership Firm, registered under the Indian Partnership Act and having office at 31, Sheelavihar Colony, Paud Phata, Paud Road, Erandawana, Pune - 411 038. through its Managing Partners:-

1. **SHRI HEMRAJ SHANKARLAL MUNDADA**
Aged about 48 years, Occupation- Promoter and Developer, residing at 31, Sheelavihar Colony, Paud Phata, Paud Road, Erandawana, Pune 411038.

AND

2. **SHRI RAJENDRA BAL KHARADE**
Aged about 35 years, Occupation-Promoter and Developer, residing at Plot No. 1, S.No. 137/3, Paud Road, Kothrud, Pune - 411 029.

PARTY OF THE FIRST PART.....

(Which expression unless it be repugnant to the context or meaning thereof shall mean and include all the Partners of the said Firm for the time being, further partners, the Promoters who are promoting the scheme, their agents, associates, heirs of the Partners, heirs of the promoters, successor-in-title, administrators and assigns)

AND

1. **SMT. SUMAN KALIDAS MULIK**
Aged about 40 years, Occupation-landlady, residing at "Rajai", S.No. 135, Sangharsha Nagar, Warje Malwadi, Pune - 411 029.
2. **SHREE PRABHAKAR KALIDAS MULIK**
Aged about 23 years, Occupation - Business, residing at "Rajai", S.No. 135, Sangharsha Nagar, Warje Malwadi, Pune - 411 029.
3. **SHREE RAJENDRA BAL KHARADE**
Aged about 35 years, Occupation-Promoter and Developer, residing at Plot No. 1, S.No. 137/3, Paud Road, Kothrud, Pune - 411 029.
4. **SOU ANANDI BALAWANT KAPASE**
Aged about 35 years, Occupation-Household work, residing at 106 Mulik Wada, Kothrud, Pune-411029.

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5. **SHREE SHIVAJI BAPU KHARABE**
Aged about 45 years, Occupation-Service, Residing
at Kharabe Chawl, Nehru Nagar, Pune-411018.

OWNERS.

Through their Power of Attorney Holders

1. **SHREE HEMARAJ SHANKARLAL MUNDADA**
Aged about 48 years, Occupation-Promoter and
Developer, residing at 31, Sheelavihar Colony, Paud
Phata, Paud Road, Erandawana, Pune-411 038. AND
2. **SHREE RAJENDRA BAL KHARADE**
Aged about 35 years, Occupation-Promoter and
Developer, residing at Plot No.1, S.No. 137/3, Paud
Road, Kothrud, Pune - 411 029.

PARTY OF THE SECOND PART

(Which expression unless it be repugnant to the context
or meaning thereof shall mean and include the principals
of Attorneys, the heirs of the Principals, the successor-
in-title and interest and other persons etc.)


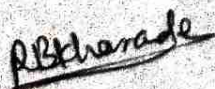

Mr. Sudhakar ^{AND} Raghunath Bhalerao.
~~Mr.~~/SOU. Vasudha Sudhakar Bhalerao.
 Aged About: 63 ² 56 yrs.
 Occupation: 1) Retd 2) House wife
 Residing at: 4, Omkar Apts,
 Datta Aali, Tilak chawk,
 Kalyan - 421 301

PURCHASERS

(Which expression unless it be repugnant to the context
or meaning thereof shall mean and include his/her/ their
heirs, executors, successor-in-title administrators and
assigns).

PARTY OF THE THIRD PART...

1. Whereas the Party of SECOND PART is the absolute
owners of the land bearing S.No. 116, Hissa No. 6B+7A
admeasuring about 35 Rs. or 3500 sq.mtrs. of Village
Kothrud, Tal. Haveli, Dist. Pune more particularly

described in the schedule given hereunder and also other properties of the same nature.

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2. WHEREAS the said property was one of the ancestral joint Hindu family properties of late Baban Shankar Mulik having two Sons namely Kalidas and Rohidas and a daughter named Anandi and wife Chandrabhaga. Late Chandrabhaga during her lifetime on 31.12.87 had executed her last will, according to which, on her death on 1.1.88, her share devolved on one Shri Shivaji Babu Kharabe. The said Baban Shankar Mulik died in 1972. Kalidas, his son also died on 2.8.1984. This Kalidas had executed his will on 21.7.1984 which was registered with the Sub-Registrar Haveli No. 1 at Sr.No. 5724. On the same date according to which his share in the family property devolved on Shri Rajendra Bal Kharade who later on filed a suit for partition and separate possession of his share being Regular Civil Suit No. 587 of 1989. This suit was decided on 23.4.1993. The said S.No. 116, Hissa No. 6B+7A admeasuring about 3500 sq.mtrs. came to be allotted to Smt. Suman Kalidas Mulik and Prabhakar Kalidas Mulik 15 R, Rajendra Bal Kharade 9 R, Sou. Anandi Balwant Kapase 5.5 R and Shivaji Babu Kharabe 5.5 R, Suman Kalidas Mulik and Prabhakar Kalidas Mulik had filed return of their properties to the competent Authority under ULC Act which was numbered as ceiling case No. 856 Mu. This case was decided by the competent Authority on 28.2.1995 declaring that both the land-owners do not hold any surplus vacant land and the case was closed as non-actionable. Shri Rajendra Bal Kharade also had filed his return under Urban Land Ceiling Act being Ceiling Case No. 1925 KH. The Competent Authority by its order dated 18.6.98 declared that Shri Rajendra Kharade does not hold any surplus land. Sou. Anandi Balwant Kapase and Shri Shivaji Babu Kharabe do not hold any other land and as such both of them are not surplus land holders under Urban Land Ceiling Act.

3. AND WHEREAS the party of the FIRST PART is a Registered Partnership Firm doing the business of purchasing the properties, developing them, construct buildings thereon consisting of flats, tenements, shops etc. and selling these flats, tenements, shops on ownership basis.

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4. AND WHEREAS the party of the SECOND PART has decided to develop the said property to construct thereon housing complex and to sale them on ownership basis etc. through and with the help, financial as well as commercial, of the party of the FIRST PART which is established concern in this business, has submitted the plans of proposed construction of buildings for approval and sanction to the Municipal Corporation Pune, and the Municipal Corporation of Pune has under the commencement certificate No.6108 dated 9-7-1999 approved the plans and permitted the party of the FIRST AND SECOND PARTS to construct the buildings.

5. AND WHEREAS Prabhakar Kalidas Mulik and Suman Kalidas Mulik executed an agreement of development in favour of M/s M.K. CONSTRUCTIONS on 28.1.1994 and irrevocable Power of Attorney in favour of its partners Shri H.S. Mundada and Shri R.B. Kharade on the same day. Rajendra Bal Kharade and Shri Prabhakar Kalidas Mulik executed agreement of development in favour of M/S M.K.CONSTRUCTION on 28.1.1994 and irrevocable Power of Attorney in favour of its partners Shri H.S. Mundada and Shri R.B. Kharade on the same day. Sou. Anandi Balwant Kapase and Shri Shivaji Babu Kharabe executed agreement of development on 31.1.1994 in favour of M/s M.K. CONSTRUCTION and executed on the same day irrevocable Power of Attorney in favour of its partners Shri H.S. Mundada and Shri R.B. Kharade.

6. AND WHEREAS thus M/s M.K. CONSTRUCTION has acquired from all the owners right to develop the entire property bearing S.No. 116, Hissa No. 6B+7A admeasuring about 35 R of Village Kothrud, Tal. haveli, Dist. Pune more particularly described in the Schedule hereunder.

7. AND WHEREAS the vendors after getting the proper approval and after completing the necessary formalities to obtain the commencement certificate to commence the actual development of the property intends to develop the said property in terms of the

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plan which is prepared by their Architect, subject to however certain changes and modifications suggested by the Planning Authority.

8. **AND WHEREAS** the promoters have proposed to construct on the said land flats, shops, offices in new multistoryed buildings of Ground Floor at stilt level and three or more Upper floor's (hereinafter referred to as 'the said building/s')

AND WHEREAS the promoters have entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects; **WHEREAS** the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and promoter accepts the professional supervision of the Architect and structural Engineer till the completion of the building/s;

AND WHEREAS by virtue of the Development Agreement/ Power of Attorney the Promoter alone has the sole and exclusive rights to sell the flats in the said building/s to be constructed by the Promoter on the said land and to enter into agreement/s with the Purchaser/s of the flats and to receive the sale price in respect thereof;

AND WHEREAS the Flat Purchaser demanded from the Promoter and the Promoter has given inspection to the Flat Purchaser of the documents of title relating to the said land, the said order, the development Agreement and the plants, designs and specifications prepared by the Promoter's Architects Shri Vishwas Kulkarni 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 and (hereinafter referred to as 'the said Act' the rules made thereunder;

AND WHEREAS the copies of Certificate of title issued by the Attorney at-Law or Advocate of the Promoter, copies of property card or Extract of Village Forms VI or VII

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and XII or any relevant record showing the title of the Promoter to the said land on which the flats are constructed or are to be constructed and the copies of the plan and specification of the Flats agreed to be purchased by the Flat Purchaser by the concerned local authority, have been annexed hereto and marked.

AND WHEREAS the Promoter has got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said building/s;

AND WHEREAS while sanctioning the said plans the 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 said building/s and upon due observance and performance of which only the completion and occupation certificate in respect of the said building/s shall be granted by the concerned local authority;

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

AND WHEREAS the Flat Purchaser applied to the Promoter for allotment of the Flat No. 10 (Ten) on Third floor in building No. B-Wing situated at S.No. 116, H.No. 6B+7A Kothrud, in building called RUTURAJ APARTMENTS.

AND WHEREAS prior to making application, the Provisions of Maharashtra Co-Operative Societies Act. 1960 (Maharashtra Act No. XXIV of 1960) and the Urban Land (ceiling and Regulations) Act 1976, the Flat Purchaser has made a declaration to the effect firstly, that neither the Flat Purchaser nor the members of the family (Family as defined under the Urban Land [Ceiling & Regulation] Act 1976) of Flat Purchaser own a tenement/s house of building within the limits of Pune Land Ceiling Agglomeration.

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AND WHEREAS relying upon the said application, declaration and agreement, the Promoter agreed to sell the Purchaser Flat at the price and on the terms and conditions hereinafter appearing;


AND WHEREAS prior to the execution of these presents the Flat Purchaser has paid to the Promoter a sum of Rs. 65,000/- (Rupees Sixty Five Thousand only.) being part payment of the sale price of the flat agreed to be sold by the Promoter to the Flat Purchaser as advance payment or deposit (the payment and receipt whereof the promoter both hereby admit and acknowledge) which shall in no event exceed fifteen percent of the sale price of the flat agreed to be sold to the Flat Purchaser and the Flat Purchaser has agreed to pay to the Promoter balance of the sale price in the manner hereinafer appearing.

AND WHEREAS under Section 9 of the said Act, the purchaser is required to execute a written agreement for sale of the flat to the flat purchaser, being in fact these presents and also to register the said agreement under the Registration Act;

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

1. The Promoter shall construct the said building/s consisting of ground and three upper floors on the said land in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Flat Purchaser with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.

Provided that the Promoter shall have to obtain prior consent in writing to the Flat Purchaser in respect of such variations or modifications which may adversely affect the flat of the Purchaser.


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2. The Flat Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Flat Purchaser one flat No.10 (Ten) of the type 549 Sq.ft of Built up area admeasuring 50.99 sq.Mtrs. (which is inclusive of the area of balconies) on the Third floor as shown in the floor plan that herebo annexed and marked Annexure D/Shop No. — covered/open Terrace Area. — in the building (hereinafter referred to as 'the Flat') for the price of Rs. Rs. 4,25,000/- (Rupees Four Lakh Twenty Five Thousand only.) being the proportionate price of the common areas and facilities, limited common areas and facilities which are more particularly described in the Schedule Second hereunder written. The Flat Purchaser hereby agrees to pay to the Promoter balance amount of Purchase price of Rs. 3,56,000/- (Rupees Three Lakh Fitty six Thousand only.) after having been paid to the Promoter on or before the execution of this Agreement in the following manner :

- a) Rs. 44,000/- (Rupees Fourty Four Thousand only.) an amount equal to ~~the~~ the time of laying of the plinth;
- b) Rs. 44,000/- (Rupees Fourty Four Thousand only.) an amount equal to ~~the~~ laying of the stslabs of the building;
- c) Rs. 44,000/- (Rupees Fourty Four Thousand only.) and amount equal to ~~the~~ the time of the commencement of the Second Slab;
- d) Rs. 44,000/- (Rupees Fourty Four Thousand only.) an amount equal to ~~the~~ the time of work of Third Slab;
- e) Rs. 44,000/- (Rupees Fourty Four Thousand only.) an amount equal to ~~the~~ the time of commencement of the ^{Brick}work of the building.

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f) Rs. 44,000/- (Rupees Forty Four Thousand only.) an amount equal to ~~7~~ the time of commencement of plaster work (internal and external, both)

g) Rs. 44,000/- (Rupees Forty Four Thousand only.) an amount equal to ~~1~~ the time of sanitary and plumbing work;

h) Rs. 48,000/- (Rupees Forty Eight Thousand only.) an amount equal to ~~the~~ the total cost of tenement at the time of occupation of the said tenement or at the time of execution of the conveyance, whichever if earlier.

3. 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 authorities at the time of sanctioning the said plans or thereafter and shall before handing over possession of the flat to the Flat Purchaser, obtain from the concerned local authority occupation and/or completion certificate in respect of the flat.

4. The Promoter hereby declares that the Floor Space Index available in respect of the said land is 3700 sq.mtrs. only and that no part of the said floor space Index has been utilised by the Promoter elsewhere for any purpose whatsoever.

In case the said Floor Space Index has been utilised by the Promoter elsewhere then the Promoter shall furnish to the Flat Purchaser all the detailed particulars in respect of the Flat Purchaser all the detailed particulars in respect of such utilisation of the said Floor Space Index by him. In case while any other land or property by way of floating Floor Sapce Index, then the particulars of such Flkooor Index shall be disclosed by the Promoter to the Flat Purchaser. The residual F.A.R. (F.S.I.) in the plot or the layout not consumed will be available to the Promoter till the Registration of the Society.

WHEREAS after the registration of the society the residual F.A.R. (F.S.I.) shall be available to the society.



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5. In case the Promoter is acting as an agent of Vendor/lessor/original owner of the said land, then the Promoter hereby agrees that he shall, before handing over possession of the flat to the Flat Purchaser and in any event before execution of a conveyance/assignment of lease of the said land in favour of a corporate body to be formed by the purchasers of flats/shops/garages in the building to be constructed on the said land (hereinafter referred to as 'the society') 'The Limited Company) make full and true disclosure of the nature of his title to the said land as well as encumbrances, if any including any right, title, interest or claim of any part in or over the said land, and shall, as far as practicable, ensure that the said land is free from all encumbrances and that the Vendor/Lesser/Original Owner/the Promoter(s) has/have absolute, clear and marketable title to the said Society/Limited Company such absolute marketable title on the execution of a conveyance/assignment of lease of the said land by the Promoter in favour of the said Society/limited Company.

6. The Flat Purchaser agrees to pay to the Promoter interest at nine percent per annum on all the amounts which become due and payable by the flat Purchaser to the Promoter under the terms of this Agreement from the date of the said amount is payable by the Flat Purchaser to the Promoter.

7. On the Flat Purchaser committing default in payment on due date of any amount due and payable by the Flat Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Flat Purchaser committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled of his own option to terminate this agreement.


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PROVIDED always that the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Flat Purchaser fifteen days notice in writing of his intention to terminate this Agreement and of the specific breach or breaches or terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Flat Purchaser in remedying such breach or breaches within a reasonable time after giving of such notice.

PROVIDED FURTHER that upon termination of this Agreement as aforesaid the Promoter shall refund to Flat Purchaser the instalments of sale price of the Flat which may till then have been paid by the Flat Purchaser to the Promoter but the Promoter shall not be liable to pay to the Flat Purchaser any interest, on the amount refunded and upon termination of this Agreement and refund of aforesaid amount by the Promoter, the Promoter shall be at liberty to dispose of and sell the flat to such a person and at such price as the Promoter may in his absolute discretion think fit.

8. The fixtures, fittings and amenities to be provided by the Promoter in the said building and the Flat are those that are set out in Schedule E annexed hereto.
9. The promoter shall give possession of the Flat to the Flat Purchaser on or before 31st day of December 2001. If the Promoter fails or neglects to give possession of the Flat to the Flat Purchasers on account of reasons beyond his control and of his agents as per the provisions of Section 8 of Maharashtra Ownership Flats 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 Flat Purchaser the amounts already received

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the sum till the date the amount and interest thereon is repaid, PROVIDED that by mutual consent it is agreed that dispute whether the stipulations specified in Section 8 have been satisfied or nor will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Promoter to the Flat Purchaser they shall, subject to prior encumbrances, if any, be a charge on the said land as well as the construction or building in which the flats are situated or were to be situated;

PROVIDED that the Promoter shall entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the flat is to be situated is delayed on account of :

- i) Non-availability of steel, cement, other building material, water or electrical supply;
- ii) War, Civil commotion or act of God;
- iii) Any notice, order, rules, notification of the Government and/or other public or Competent Authority.

Note : The Provisions of this proviso are not mandatory but negotiable.

10. The Flat Purchaser shall take possession of the Flat within 10 days of the Promoter giving written notice to the Flat Purchaser intimating that the said Flat/s are ready for use and occupation;

PROVIDED that if within a period of three years from the date of handing over the Flat to the Flat Purchaser brings to the notice of the Promoter any defect in the Flat or his building, in which the flat/s are situated or the material used therein or any unauthorised changes in the construction of the said building, then, whenever possible, such defects or unauthorised changes shall be rectified by the Promoter at his own cost in case it is not possible to ratify such defects or unauthorised changes, then the flat Purchaser shall be entitled to receive from the Promoter reasonable compensation for such defect or change.

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11. The Flat Purchaser shall use the Flat or any part thereof or shall permit the same to be used only for purpose of residence office/show room or business. He shall use the garage or parking space only for purpose for keeping or packing the Flat Purchaser's own vehicle.

12. The Flat Purchaser alongwith other purchasers of flats in the building shall join in forming and registering the Society or a limited company to be known by such name as the Flat Purchasers may decide and for his purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the society or limited company and for becoming a member, including bye-laws of the proposed society and duly filling in, sign and return to the Promoter within 30 days of the same being forwarded by the Promoter to the Flat Purchaser. So as to enable the Promoter to register the organisation of the Flat Purchaser under Section 10 of the said Act within the time limit prescribed by Rule 8 of the said Act. No Objection shall be taken by the Flat Purchaser, if any change or modification are made in the draft by-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be or any other Competent Authority.

13. Unless it is otherwise agreed to by between the parties hereto the Promoter shall within four months of registration of the Society or Limited Company, as aforesaid, cause to be transferred to the Society or Limited Company all the rights, title and the interest of the Vendor/Lessor/ Original Owner/Promoter and/or the owners in the layout part of the said land together with the building/by obtaining/or executing the necessary conveyance and or assignment of lease of the said land for or to the extent as may be permitted by the authorities and the said building in favour of such Society or limited company as the case may be such conveyance/assignment of the lease shall be in keeping with the terms and provisions of this agreement.

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14. Commencing a week after in writing is given by the Promoter to the Flat Purchaser that the Flat is ready for use and occupation the Flat Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat) of outgoing in respect of the said 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 said land and building/s. Until the society/Limited Company is formed and the said land and building/s transferred to it, the Flat Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Flat Purchaser further agrees that till the Flat Purchaser's share is determined, the flat Purchaser shall pay to the Promoter provisional monthly contribution of Rs 100/- (Rs. One hundred only) per month towards the outgoings. The amounts so paid by the Flat Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance, assignment of lease is executed in favour of the Society or a Limited Company as aforesaid. Subject to the provision of Section 6 of the said Act, on such conveyance assignment of lease being executed, the aforesaid deposits (Less deductions provided for in this Agreement shall be paid over by the Promoter to the Society or the Limited Company as the case may be. The Flat Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each every month in advance and shall not withhold the same for any reason whatsoever.

15. The Flat Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter the following amounts :

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- i) Rs. 1,500/- (Rs. One thousand five hundred only) for legal matters.
- ii) Rs. 251/- (Rs. Two hundred and fifty only) for share money, application entrance fee of the Society or Limited Company.
- iii) Rs. 500/- (Rs. Five hundred only) for formation and Registration of the Society or Limited Company.
- iv) Rs. 250/- (Rs. Two hundred fifty only) for proportionate share of taxes and other charges.

Rs. 2,501/- TOTAL

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16. The Promoter shall utilise the sum of Rs. 40,000/- (Rupees Fourty Thousand only.) paid by the Flat Purchaser to the Promoter for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/ Advocate of the Promoter in connection with formation of the said Society or the Limited Company as the case may be, preparing its rules, regulations and bye-laws and the costs of preparing and engrossing this Agreement and the conveyance or assignment of lease.
17. At the time of registration of the Flat the Flat Purchaser shall pay to the Promoter the Flat Purchaser's share of stamp duty and registration charges payable, if any, by the said Society or Limited Company on the conveyance or lease or any document or instrument of transfer in respect of the said land and the building, to be executed in favour of the Society or Limited Company.
18. The Flat Purchaser/s or himself/themselves with intention to bring all persons into whomsoever hands, the flat may come, both hereby covenant with the Promoter as follow :
- a) To maintain the flat at Flat Purchaser's own good tenable repair and condition from the date of possession of the flat is taken

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[Signature]
R. B. Kharade

[Signature]

..17..

Handwritten notes and stamps in the top right corner, including the number '5798' and a date '19/10/20'.

and shall not do or suffered be done anything in or to the building in which the Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the flat is situated and the flat itself or any part thereof.

b) Not to store in the Flat 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 flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building in which the Flat is situated including entrance of the building in which the flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Flat Purchaser in this behalf the Flat Purchaser shall be liable for the consequences of the breach.

c) To carry at his own cost all internal repairs to the said flat and maintain the flat in the same condition, state and order in which it was delivered by the promoter to the flat Purchaser and shall not do or suffer to be done anything in or to the building in which the flat is situated or the flat which may be given, the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat Purchaser committing any act in contravention of the above provisions, the Flat Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

Handwritten signature 'R.B. Tharade' and a circular stamp.

8498/9524
2008

- d) Not to demolish or cause to be demolished the Flat or any part thereof, not at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any party thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep portion, sewers, drain pipes in the flat and appurtenances thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other part of the building in which the Flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC pardis or other structural members in the Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Flat is situated or any payable in respect of the insurance.

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

- g) Pay to the Promoter within 15 days of demand by the Promoter, his share of security deposit demanded by concerned local authority/authorities or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.

- h) To bear and pay increase in local taxes, water charges, insurance and such other levys, if any, which are imposed by the concerned local authority and/or the Government and/or other public authority, on account of change of

[Handwritten signature]
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803-8
2498/98/20

user of the Flat Purchaser viz. user for any purposes other than for residential purpose.

i) The Flat Purchaser shall not let, sub-let, transfer assign or part with Flat Purchaser interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Flat Purchaser to the Promoter under this Agreement are fully paid up and only if the Flat Purchaser had not been guilty of breach of non-observance of any of the terms and conditions of this Agreement and until the Flat Purchaser has intimated in writing to the Promoter.

j) The Flat Purchaser shall observe and perform all the rules and regulations which the Societ or the Limited Company 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 flats therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authorities and of Government and other public bodies. The Flat Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the Flat in the Building and shall pay and contribute the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.

18. Till a conveyance of building in which Flat is situated is executed the Flat Purchaser shall permit the Promoter and their surveyors and agents with or without workmen and other, at all reasonable times, to enter into and upon the said land and buildings, or any part thereof view and examine the terms and conditions thereof.

Ambedkar
ABKharade

19. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Flat Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Company or towards the outgoings, legal charges and shall utilise the amounts only for the purpose for which they have been received.

20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said Flat and building or any part thereof. The Flat Purchaser shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, lobbies, staircase, terraces, recreation spaces etc. will remain the property of the Promoter until the said land and the building is transferred to the Society or the Limited Company as hereinbefore mentioned.

21. Any delay tolerate or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Flat Purchaser by the Promoter shall not be construed as a waiver on the part of the Promoter on any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser not shall the same in any manner prejudice the rights of the Promoter.

22. The Flat Purchaser and/or the Promoter shall present this Agreement as well as the conveyance/ assignment of lease at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

23. All notices to be served on the flat Purchaser as contemplated by this Agreement shall be deemed to have duly served if sent to the Flat Purchaser, by Registered Post A.D /Under Certificate of Posting at his/her address specified below :

Amalade
R. K. Harade

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24. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any shall belong exclusively to the respectively to the respective Purchaser of the terrace flat and such terrace spaces are intended for exclusive use of the respective terrace Flat Purchaser. The said terrace shall not be enclosed by the Flat Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter or the Society or as the case may be the Limited Company.

25. This agreement shall always subject to the provision of the Maharashtra Apartment Ownership Act (Mah. Act. No. XC of 1971) and the Rules made thereunder/said Rules made thereunder.

SCHEDULE - I

THE SCHEDULE OF THE PROPERTY

All that piece and parcel of land admeasuring about 3500 Sq.Mtrs. being S.No. 116, Hissa No. 6B+7A of Village Kothrud, Taluka and Registration Sub-District Haveli No.4 and District and Registration District Pune situated within the limits of Pune Municipal Corporation and bounded by :-

- ON OR TOWARDS EAST : S.No.116 H.No. 1+3B+4B+5C+7C
- ON OR TOWARDS SOUTH : Nala
- ON OR TOWARDS WEST : S.No. 89
- ON OR TOWARDS NORTH : Hissa No. 116, H.No. 5D+6A

Location : Lokmanya colony and surrounding Area.
NO CTS NO. S. NO. 116, H. NO. 6B+7A.

ANNEXURE 'D'

DESCRIPTION OF THE FLAT

A) Flat No. 10 (Ten) on the Third floor of B wing building, admeasuring 549 Sq. fts. approx. of the Built up area nearly equivalent to 50.99 Sq. Mtrs. approx. ■

[Handwritten signatures]
R. B. Kharade

SCHEDULE 2 ABOVE REFERRED TO

४४४-४	
४५९१	२३२०

I) The Common Areas and facilities for the purchasers of the Flat in this scheme consists of :

- i) The staircase of the Building.
- ii) The Lift (If provided)
- iii) Passages leading towards the respective tenaments
- iv) Common parking.
- v) Water tank and Pump House.
- vi) Electric Motor Space.
- vii) Common Terrace and Appurtenant Land of the Building.

II) Restricted Areas :

- i) Terrace attached to Flat.
- ii) Appurtenant Land attached to the Flat as shown in the Plan attached.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED SEALED AND DELIVERED THESE PRESENTS ON THE DATE AND YEAR FIRST HEREINABOVE MENTIONED AT PUNE.

Signed, Sealed and Delivered by the withinnamed Promoter.

For M. K. Constructions,

Partner *Partner*

Signed, sealed and Delivered by the withinnamed Purchaser.

- 1) MR. Sudhakar R. Bhalerao
- 2) Mrs. Vasudha S. Bhalerao

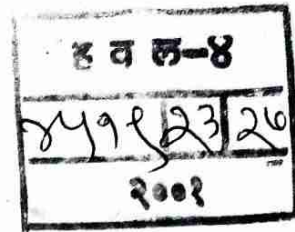
In the presence of :

WITNESSES :

1.

2. Mr. Sandeep V. Zende.
Chandan nagar,
Nagar Road.
Pune-14.

[Signature]



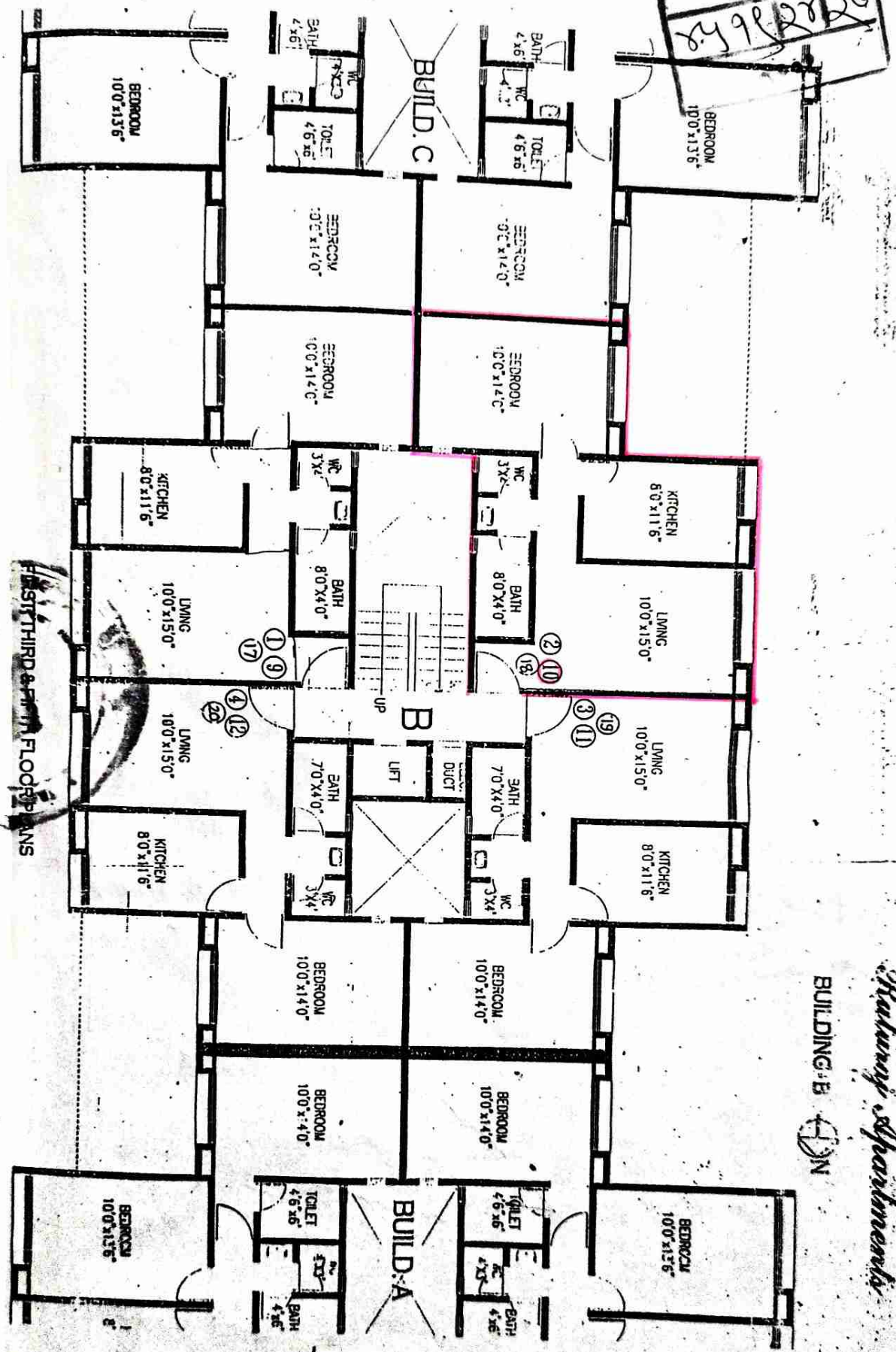
SPECIFICATIONS

- 1. Structure: R.C.C. frame structure.
- 2. Masonry: Internal and external walls are of 6" bricks.
- 3. Plastering: Sand finished plaster will be used on external walls and Neeru finished plaster on internal walls.
- 4. Doors: Main entrance door will be teakwood veneered having single side polish with brass AL drop, eye-hole and safety chain. Internal doors will be flush type.
- 5. Flooring: All rooms will have Ceramic tiles with skirting.
- 6. Bathroom and WC: Glazed tiles for flooring. Glazed tiles dado will be used upto full height. in bathroom & 2' ht. in W.C.
- 7. Painting: Inside walls will be painted in a pleasant coloured distemper. Oil paint will be used for doors, frames and windows / grills and cement paint for outside walls.
- 8. Windows: Aluminum sliding windows will be provided along with safety grills.
- 9. Electrification: Each room will have 2 ½ electric points. Balconies will also have electric points. All necessary points for fridge, TV and geyser will also be provided.
- 10. Kitchen Platform: Glazed tiles dado will be used till 2' ht. from platform of 6" x 2' ~~Marble~~ and also above the hand wash basin. *Marble.*
- 11. Tanks: Overhead and ground level tanks.
- 12. Lofts: Above Kitchen and Bedroom.
- 13. Lift With Generator Back up

Ambedkar
Abkharade

[Handwritten signature]

8-2-22
2022/6/22



FIRST THIRD & FIFTH FLOOR PLANS

Palmyra Apartments
BUILDING B

ABKhasade

मिळवावे दिवस
तलाठी पतार्या
म. १३१ मुद्रावर पेज.
म. : ४००२३२

स. नं. क्र. ७, ७ अ व १२

गाव - खेडोपळे ता. लोहणे जि. पुणे

शिवका
३८/२५५

क्रमांक पट क्र.	दि. क्र.	धारणा प्रकार	माखनचे नाव	मा. नं. क्र. ७	खाली क्र.
		उज	शेवले/नातन (शेवले)		कुळाचे नाव
क्रमांकाचे क नाव			शेवले/नातन (शेवले)		मूल अधिकार
उद्योग क्षेत्र	एकर हेक्टर	गुंठे आर	शेवले/नातन (शेवले)		
एकूण पो. ख...	०.२६		शेवले/नातन (शेवले)		
वर्ग (अ)...	७.०८		शेवले/नातन (शेवले)		
वर्ग (ब)...	०.३५		शेवले/नातन (शेवले)		
एकूण	१.६९		शेवले/नातन (शेवले)		



Handwritten signatures and initials:
Amalade
B. Kherade

ह व ल-४
 ४५९९/२५/२७
 ३००१

(मिळवावे मुद्रावर, पुणे २.)



आजचा दिनांक :13/07/2001

दस्त क्र. [हवेल4-4519-2001] चा गोषवारा

बाजार मुल्य :637500 मोबदला :637500 भरलेले मुद्रांक शुल्क : 17000

दस्त हजर केल्याचा दिनांक :24/04/2001 11:08 PM

दस्त केल्याचा दिनांक : 24/04/2001

दस्ताचा प्रकार :25) अभिहस्तांतरणपत्र/करारनामा/अपाटर्मेट डीड/मान्यता पत्र

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 24/04/2001 11:09 PM

शिक्का क्र. 2 ची वेळ : (फ्री) 24/04/2001 11:11 PM

शिक्का क्र. 3 ची वेळ : (कबुली) 24/04/2001 11:11 PM

शिक्का क्र. 4 ची वेळ : (ओळख) 24/04/2001 11:11 PM

दस्त नोंद केल्याचा दिनांक : 24/04/2001 11:11 PM

पक्षकारांची नावे :

लिहून देणार

1)मै. अम. के. कन्स .तर्फे भागीदार व मा. देणार तर्फे कु मु. (1) हेमराज शंकरलाल मुदंडा (2) राजेंद्र बाल खराडे , पुणे

लिहून घेणार

1)सुधाकर रघुनाथ भालेराव , मुंबई

2)वसुधा सुधाकर भालेराव , सदर

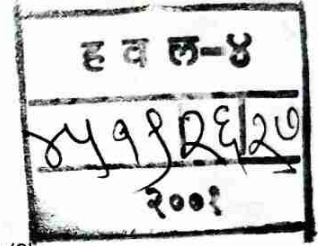
ओळख :

दु. निबंधकाची सही
हवेली 4

पावती क्र.:4273 दिनांक:24/04/2001
पावतीचे वर्णन
नांव: सुधाकर रघुनाथ भालेराव


6380 :नोंदणी फी
12 :पृष्ठांकनाची न. फी (फोलीअ)
135 :नक्कल फी
2 :रुजवात फी
1 :फाईल फी अनुच्छेद 11 अन्व
1 :फाईल फी अनुच्छेद 20 अन्व


6531: एकूण



अनुक्रमा नंबर... ४५९९
 तब २००१ के ४/१२/०१...
 ... २४... तारीख १० व... २१
 के हस्ताक्षर... की नं पुस्तक
 विबधक कबरीत दिला.

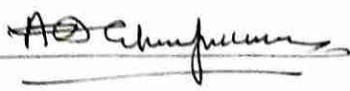
ड व ल-४
 ४५९९/२०/२०
 २००१




 पुस्तक विबधक हवेडी नं. ४.

लॉड. ए. डी. घोसपुरकर
 ४/४०५, बकील नगर,
 मुंबई-४११ ००४


पुस्तक विबधक माफिया जोडणीके
 वसुन ते बकील दस्तऐवज कायदा
 बेनायतस तारा जोडणार अजत्यान
 विबधक व लोदी जोडणार करणिल्या





पुस्तक विबधक करून देणार तक्रारकथित
 पुस्तक विबधक करून दिसावे कबूल करतात.



२४/१२/०१ ४ २००१





 पुस्तक विबधक हवेडी नं. ४




पहिले नंबरचे पुस्तकात
 ४५९९ नंबरची विलेला

पुस्तक विबधक हवेडी-४
 दिनांक १५/१२/२००१

श्री. वसुधा शिंदे



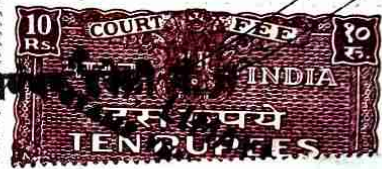
Wednesday, August 06,
2:35:59 PM

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म
Regn 63 म म

गावाचे नाव : कोथरुड

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व अभिहस्तांतरणपत्र/करारनामा/अपाटमेंट डीड/मान्यता पत्र बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) रू. 637.500.00
बा.भा. रू. 637 500.00
- (2) भू-भाषण, पोटहिस्सा व घरक्रमांक (असल्यास) ग्राम पं नं
स.नं. 116 हीस्सा नं. 6बी +7अे यावरील ईमारत विंग बी मधील तिसरा मजला फ्लॅट नं. 10 यासी क्षेत्र 549चौ.फुट (50.99चौ.मी.)
- (3) क्षेत्रफळ
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व (1)मे. अेम. के. कन्स .तर्फे भागीदार व मा. देणार तर्फे कु मु. (1) हेमराज संपूर्ण पत्ता नाव किंवा दिवाणी शंकरलाल मुदंडा (2) राजेंद्र बाल खराडे , पुणे न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे (1)सुधाकर रघुनाथ भालेराव , मुंबई , नाव व संपूर्ण पत्ता किंवा दिवाणी (2)वसुधा सुधाकर भालेराव , सदर न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता
- (7) दिनांक करून दिल्याचा 24/04/2001
- (8) नोंदणीचा 24/04/2001
- (9) अनुक्रमांक, खंड व पृष्ठ 4519 /2001
हवेल4-14813-2001
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 17000.00
- (11) बाजारभावाप्रमाणे नोंदणी शुल्क रू 6380.00
- (12) शेरा



दि. नो. ६ यु ०१ २००९
की वरकड केरी
की बाबती
की वजराव केरी

महाराष्ट्र सरकार
महाराष्ट्र न्याय विभाग
मुंबई



की वरकड केरी
की बाबती
की वजराव केरी
२१/८/२००९
२१/८/२००९