

<b>1</b>	<b>Details of Document</b>	:	AGREEMENT FOR SALE
<b>2</b>	<b>Details of Property</b>	:	Flat No. /Shop No. <b>1704</b> , on <b>17<sup>TH</sup></b> Floor, Area admeasuring about <b>28.85</b> Sq. Mtrs. RERA Carpet Area. Tower " <b>05</b> " in Project known as "Seasons Sahara" , Situated at Village Adivali – Dhokali, Tal. Ambernath, Dist Thane bearing Survey No. 24/ 1,2,3, & Village Pisavali , Survey no 33/11, 34/9,10,11,12, & 34/14,15, behind 50-50 Dhaba, Opp. Essar Petrol Pump, Haji Malang Road, Pisavali, Kalyan East – 421306, Dist. Thane.
<b>3</b>	<b>Actual Value</b>	:	Rs. <b>37,50,000/-</b>
<b>4</b>	<b>Name of Developer</b>	:	M/s. SAMARTH SAI BULDERS & DEVELOPERS
<b>5</b>	<b>Name of Purchaser</b>	:	1)Mrs. <b><u>VANITA PRAKASH JADHAV.</u></b>  2)Mr. <b><u>PRAKASH BHAGA JADHAV.</u></b>
<b>6</b>	<b>Stamp Duty paid by</b>	:	Mr/Mrs.
<b>7</b>	<b>stamp duty of Rupees</b>	:	<b><u>Rs.2,62,500/-</u></b>
<b>8</b>	<b>Registration/Sub-registrar office</b>	:	

Actual Value Rs. **37,50,000** /-

Market Value Rs. \_\_\_\_\_/-

Stamp Duty Rs. **2,62,500** /-

Registration Rs. **30,000/-** /-

### **AGREEMENT FOR SALE**

THIS AGREEMENT MADE AT KALYAN ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 202\_\_.

#### **BETWEEN**

**M/s. SAMARTH SAI BUILDERS & DEVELOPERS**, a registered partnership firm, having its registered office at Survey No. 33/11 & others, Behind 50-50 Dhaba, Malanggad Road, Opp. Essar Petroleum, Pisavali, Kalyan (E.) - 421306, Dist. Thane and assessed to Income Tax under Permanent Account Number (PAN:ACBFS0635A) through its Authorized Signatory **1) MR. DINESH RAMDAS MHATRE** age **42** years and **2) MR. RAJESH CHANDERLAL METHWANI** , Age **52** year, hereinafter referred to as "PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors-in-interests and assigns ) being the **PARTY OF THE FIRST PART.**

\_\_\_\_\_  
(The Party of the First Part)

\_\_\_\_\_  
(The Party of the Second Part)

**MRS. VANITA PRAKASH JADHAV** , Age. 37 years,

**Occ. SERVICE, PAN: AODPJ1187J R/at : SAI VIHAR SANKUL, ROOM NO.201, A-WING, RAJARAM PATIL NAGAR, NEAR GANESH CHOWK, ADIVALI KALYAN EAST, KALYAN, THANE, MAHARASHTRA, 421306.**

**MR. PRAKASH BHAGA JADHAV** , Age. 44 years,

**Occ. SERVICE, PAN: AODPJ1254J R/at : GANRAJ COLONY BHANE CHAWL C 2/17, AT.PISAVALI, KALYAN EAST, THANE, MAHARASHTRA, 421306.**

hereinafter called and referred to as the **ALLOTTEE'S/PURCHASER'S** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) being the **PARTY OF THE OTHER PART**.

**WHEREAS Mr. Datta Arjun Gavli** is the owner and well and sufficiently entitled for all that piece and parcel of land laying, being situate at village Pisavali, Tal. Kalyan, Dist Thane, bearing Survey No. 33, Hissa No 11, area admeasuring 1110 sq. Meters within the limits of the Kalyan Dombivali Municipal Corporation hereinafter called and referred as to the "**Property No. 1**" for the sake of brevity more particularly described in the "**FIRST SCHEDULE**" hereunder written, That the promoter obtained developments rights in respect of said property no. 1.

**AND WHEREAS Mr. Datta Arjun Gavli** is the owner and well and sufficiently entitled for all that piece and parcel of land laying, being situate at village Pisavali, Tal. Kalyan, Dist Thane, bearing Survey No. 34, Hissa No 9, area admeasuring 1380 Sq. Meter out of total Area 1880 Sq. Meter within the limits of the Kalyan Dombivali Municipal Corporation hereinafter called and referred as to the "**Property No. 2**" for the sake of brevity more particularly described in the "**FIRST SCHEDULE**" hereunder written, That the promoter obtained developments rights in respect of said property no. 2.

**AND WHEREAS Mr. Datta Arjun Gavli and Mrs. Shila Datta Gavli** are the owner and well and sufficiently entitled for all that piece and parcel of land laying, being situate at village Pisavali, Tal. Kalyan, Dist Thane, bearing Survey No. 34, Hissa No 10, area admeasuring 710 Sq. Meter out of total Area 1210 Sq. Meter within the limits of the Kalyan Dombivali Municipal Corporation hereinafter called and referred as to the "**Property No. 3**" for the sake of brevity more particularly described in the "**FIRST SCHEDULE**" hereunder written, That the promoter obtained developments rights in respect of said property no. 3.

**AND WHEREAS Mr. Datta Arjun Gavli** is the owner and well and sufficiently entitled for all that piece and parcel of land laying, being situate at village Pisavali, Tal. Kalyan, Dist Thane, bearing Survey No. 34, Hissa No 11, area admeasuring 400 sq. Meters within the limits of the Kalyan Dombivali Municipal Corporation hereinafter called and referred as to the "**PropertyNo. 4**" for the sake of brevity more particularly described in the "**FIRST SCHEDULE**" hereunder written, That the promoter obtained developments rights in respect of said property no. 4.

**AND WHEREAS Mr. Datta Arjun Gavli and Mrs. Shila Datta Gavli** are the owner and well and sufficiently entitled for all that piece and parcel of land laying, being situate at village

Pisavali, Tal. Kalyan, Dist Thane, bearing Survey No. 34, Hissa No 12, area admeasuring 1260 sq. Meters within the limits of the Kalyan Dombivali Municipal Corporation hereinafter called and referred as to the **“Property No. 5”** for the sake of brevity more particularly described in the **“FIRST SCHEDULE”** hereunder written, That the promoter obtained developments rights in respect of said property no. 5.

**AND WHEREAS Mr. Datta Arjun Gavli and Mrs. Shila Datta Gavli** are the owner and well and sufficiently entitled for all that piece and parcel of land laying, being situate at village Pisavali, Tal. Kalyan, Dist Thane, bearing Survey No. 34, Hissa No 14, area admeasuring 2480 sq. Meters within the limits of the Kalyan Dombivali Municipal Corporation hereinafter called and referred as to the **“Property No. 6”** for the sake of brevity more particularly described in the **“FIRST SCHEDULE”** hereunder written, That the promoter obtained developments rights in respect of said property no. 6.

**AND WHEREAS Mr. Datta Arjun Gavli and Mrs. Shila Datta Gavli** are the owner and well and sufficiently entitled for all that piece and parcel of land laying, being situate at village Pisavali, Tal. Kalyan, Dist Thane, bearing Survey No. 34, Hissa No 15, area admeasuring 1970 sq. Meters within the limits of the Kalyan Dombivali Municipal Corporation hereinafter called and referred as to the **“Property No. 7”** for the sake of brevity more particularly described in the **“FIRST SCHEDULE”** hereunder written, That the promoter obtained developments rights in respect of said property no. 7.

**AND WHEREAS Mr. Datta Arjun Gavli and Shila Datta Gavli** are the owner and well and sufficiently entitled for all that piece and parcel of land laying, being situate at village Adivali Dhokli, Tal. Ambarnath, Dist Thane, bearing Survey No. 24, Hissa No 2, area admeasuring 480 sq. Meters within the limits of the Kalyan Dombivali Municipal Corporation hereinafter called and referred as to the **“Property No. 8”** for the sake of brevity more particularly described in the **“FIRST SCHEDULE”** hereunder written, That the promoter obtained developments rights in respect of said property no. 8.

**AND WHEREAS Mr. Datta Arjun Gavli and Shila Datta Gavli** are the owner and well and sufficiently entitled for all that piece and parcel of land laying, being situate at village Adivali Dhokli, Tal. Ambarnath, Dist Thane, bearing Survey No. 24, Hissa No 3, area admeasuring 1060 sq. Meters within the limits of the Kalyan Dombivali Municipal Corporation hereinafter called and referred as to the **“Property No. 9”** for the sake of brevity more particularly described in the **“FIRST SCHEDULE”** hereunder written, That the promoter obtained developments rights in respect of said property no. 9.

**AND WHEREAS** Tukaram Kaluram Bhane (for the area admeasuring 0H-28R-20P) & M/s. Samarth Sai Builders & Developers, a partnership Firm, through its Partner, Dinesh Ramdas Mhatre and Rajesh Chanderlal Methwani (for the area admeasuring 0H-14R-10P) are the owner and well and sufficiently entitled for all that piece and parcel of land laying, being situate at village Adivali Dhokli, Tal. Ambarnath, Dist Thane, bearing Survey No. 24, Hissa No 1, area admeasuring 4230 Sq. Meter within the limits of the Kalyan Dombivali Municipal Corporation hereinafter called and referred as to the **“Property No. 10”** for the sake of brevity more particularly described in the **“FIRST SCHEDULE”** hereunder written, That the promoter obtained developments rights in respect of the area admeasuring 2820 sq. meters and Promoter is the owner of the area admeasuring 1410 sq. meters.

**Property no. 1 :-**

It appears from the revenue records in respect of the said land that Jayram Ramji, Krishna Ramji and Sudam Ramji originally owned and possessed the said land as per mutation entry no. 235.

That the said land was declared as surplus under ULC Act 1976, said order passed under section 10 (3) and 10(5) under ULC 1976 Act. by Deputy Collector and Competent Authority Ulhasnagar Agglomeration, Thane, as per mutation entry no. 582 & 779, thereafter the name of Maharashtra Shasan was mutated in the Record of rights by mutation Entry No. 784, dated 02/05/2006. Thereafter the said land is returned to land owners as the order passed by the Deputy Collector and Competent Authority Ulhasnagar Agglomeration, Thane. In SR No. 42/Pisavali, And thereby the name of the land owners are mutated on the 7/12 extract of the said land by mutation entry No. 886 & 942.

Thereafter said owners Ganesh Tukaram Bhane for self and Power of Attorney Holder of Shri Gopal Budhya Bhane, Vithabai Namdev Bhane alias Kadu, Manjubai Rama Thakur, Gangaram Nago Bhane, Nira Nago Bhane, Phasu Nago Bhane, Devkubai Kakuram Mhatre, Jaibai Shripat Bhane, Nanda Shripat Bhane, Manda Shripat Bhane, Hasuram Shripat Bhane, Shanivar Pandu Patil, Pandharinath Rajaram Patil, Chandrabhaga Eknath Bhoir, Yamuna Savlaram Mhatre, Dropada Rajaram Patil, Sadachiv Goma Patil, Ashok Dagdu Bhane, Raghubai Dagdu Bhane, Ambubai Shalik Chikankar, Shantaram Babu Bhane, Suresh Babu Bhane, Ramesh Babu Bhane, Devkibai Baliram Gaikar, Suman Bhagvan Pawshe, Nirmala Babu Bhane, Latabai Babu Bhane, Sulochana Babu Bhane, Nanda Balaram Bhane, Santosh Balaram Bhane, Indrajit Alias Chandrajit Balaram Bhane, Savita Pandit Gaikwad, Purnima Balaram Bhane, Ramesh Dattu Bhoir, Uttam Dattu Bhoir, Ratan Laxman Patil, Kisan Laxman Patil, Yasubai Vandar Wayle, Lilabai Nakul Bhoir, Gunabai Baliram Bhagat, Shobhabai Shripat Patil, Jaya Suresh Gore, Gulab Govind Mhatre, Vinubai Laxman Patil, Ananta Shankar Bhane alias Patil, Pandurang Shankar Bhane alias Patil, Chandravilas Shankar Bhane alias Patil, Ishwar Shankar Bhane alias Patil, Kantibai Uttam Mhatre, Gajanan Sudam Bhane, Harishchandra Sudam Bhane, Renuka Gajanan Mhatre, Gulab Nana Patil, Abubai Sudam Bhane, Vijaya Jagan Gondhali, Sharda Anil Wayle, Ranjana Balaram Dongare, Sunanda Budhaji Patil Sunita Datta Patil for self & Natural guardian for minor Rohit and Harshada, Rajubai Goma Patil, Sitabai Jayram Bhane and Prabhakar Jayram Bhane sold the said land for valuable consideration to Shri. Datta Arjun Gavli by Sale deed dated 17/09/2010, which is registered at the office of Sub Registrar Kalyan 3, at Registration No. 6077/2010 on 17/09/2010. That the name of the said Shri. Datta Arjun Gavli mutated in revenue records and on 7/12 extract of the said land by virtue of sale deed dated 17/09/2010 vide mutation entry no. 885, dated 18/09/2010.

There after Shri. Datta Arjun Gavli and Shila Datta Gavali executed a development agreement along with other land, dated 31/12/2011, in favour of **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre, for the terms and conditions mentioned therein which is registered at the office of Sub Registrar Kalyan 2, at Registration No. 12982/2011 on 31/12/2011, Wherein Shri. Datta Arjun Gavli and Shila Datta Gavli are the Vendors/ Owners and **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre, are the Developer.

That said land owners Shri. Datta Arjun Gavli and Shila Datta Gavali also executed a power of attorney dated 31/12/2011 in favour **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre to enable them develops the said land. Which is registered at the office of Sub Registrar Kalyan 2, at Registration No. 12983, on 31/12/2011, Wherein Shri. Datta Arjun Gavli and Shila Datta Gavli are the Vendors/Owners and **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre, are the Power of Attorney Holders.

As stated above **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner Shri. Dinesh Ramdas Mhatre and others, having Development rights in respect of the said 1110 Sq. Meter Land i.e. property no. 1.

**Property no. 2 :-**

It appears from the revenue records in respect of the said land that Jayram Ramji, Krishna Ramji and Sudam Ramji originally owned and possessed the said land as per mutation entry no. 235.

That the said land was declared as surplus under ULC Act 1976, said order passed under section 10 (3) and 10(5) under ULC 1976 Act. by Deputy Collector and Competent Authority Ulhasnagar Agglomeration, Thane, as per mutation entry no. 582 & 779, thereafter the name of Maharashtra Shasan was mutated in the Record of rights by mutation Entry No. 784, dated 02/05/2006. Thereafter the said land is returned to land owners as the order passed by the Deputy Collector and Competent Authority Ulhasnagar Agglomeration, Thane. In SR No. 42/Pisavali, And thereby the name of the land owners are mutated on the 7/12 extract of the said land by mutation entry No. 886 & 942.

Thereafter said owners Ganesh Tukaram Bhane for self and Power of Attorney Holder of Shri Gopal Budhya Bhane, Vithabai Namdev Bhane alias Kadu, Manjubai Rama Thakur, Gangaram Nago Bhane, Nira Nago Bhane, Phasu Nago Bhane, Devkubai Kakuram Mhatre, Jaibai Shripat Bhane, Nanda Shripat Bhane, Manda Shripat Bhane, Hasuram Shripat Bhane, Shanivar Pandu Patil, Pandharinath Rajaram Patil, Chandrabhaga Eknath Bhoir, Yamuna

Savlaram Mhatre, Dropada Rajaram Patil, Sadachiv Goma Patil, Ashok Dagdu Bhane, Raghubai Dagdu Bhane, Ambubai Shalik Chikankar, Shantaram Babu Bhane, Suresh Babu Bhane, Ramesh Babu Bhane, Devkibai Baliram Gaikar, Suman Bhagvan Pawshe, Nirmala Babu Bhane, Latabai Babu Bhane, Sulochana Babu Bhane, Nanda Balaram Bhane, Santosh Balaram Bhane, Indrajit Alias Chandrajit Balaram Bhane, Savita Pandit Gaikwad, Purnima Balaram Bhane, Ramesh Dattu Bhoir, Uttam Dattu Bhoir, Ratan Laxman Patil, Kisan Laxman Patil, Yasubai Vandar Wayle, Lilabai Nakul Bhoir, Gunabai Baliram Bhagat, Shobhabai Shripat Patil, Jaya Suresh Gore, Gulab Govind Mhatre, Vinubai Laxman Patil, Ananta Shankar Bhane alias Patil, Pandurang Shankar Bhane alias Patil, Chandravilas Shankar Bhane alias Patil, Ishwar Shankar Bhane alias Patil, Kantibai Uttam Mhatre, Gajanan Sudam Bhane, Harishchandra Sudam Bhane, Renuka Gajanan Mhatre, Gulab Nana Patil, Abubai Sudam Bhane, Vijaya Jagan Gondhali, Sharda Anil Wayle, Ranjana Balaram Dongare, Sunanda Budhaji Patil Sunita Datta Patil for self & Natural guardian for minor Rohit and Harshada, Rajubai Goma Patil, Sitabai Jayram Bhane and Prabhakar Jayram Bhane sold the said land for valuable consideration to Shri. Datta Arjun Gavli by Sale deed dated 17/09/2010, which is registered at the office of Sub Registrar Kalyan 3, at Registration No. 6077/2010 on 17/09/2010. That the name of the said Shri. Datta Arjun Gavli mutated in revenue records and on 7/12 extract of the said land by virtue of sale deed dated 17/09/2010 vide mutation entry no. 885, dated 18/09/2010.

There after Shri. Datta Arjun Gavli and Shila Datta Gavali executed a development agreement along with other land, dated 31/12/2011, in favour of **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre, for the terms and conditions mentioned therein which is registered at the office of Sub Registrar Kalyan 2, at Registration No. 12982/2011 on 31/12/2011, Wherein Shri. Datta Arjun Gavli and Shila Datta Gavli are the Vendors/ Owners and **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani and 2. Shri. Dinesh Ramdas Mhatre are the Developer, for the area admeasuring 1380 Sq. Meters out of total area.

That said land owners Shri. Datta Arjun Gavli and Shila Datta Gavali also executed a power of attorney dated 31/12/2011 in favour **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre to enable them develops the said land. Which is registered at the office of Sub Registrar Kalyan 2, at Registration No. 12983, on 31/12/2011, Wherein Shri. Datta Arjun Gavli and Shila Datta Gavli are the Vendors/Owners and **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre, are the Power of Attorney Holders, for the area admeasuring 1380 Sq. Meters out of total area.

As stated above **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner Shri. Dinesh Ramdas Mhatre and others, having Development rights in respect of the said 1380 Sq. Meter Land i.e. property no. 2.

**Property no. 3 :-**

It appears from the revenue records in respect of the said land that Jayram Ramji, Krishna Ramji and Sudam Ramji originally owned and possessed the said land as per mutation entry no. 235.

That the said land was declared as surplus under ULC Act 1976, said order passed under section 10 (3) and 10(5) under ULC 1976 Act. by Deputy Collector and Competent Authority Ulhasnagar Agglomeration, Thane, as per mutation entry no. 582 & 779, thereafter the name of Maharashtra Shasan was mutated in the Record of rights by mutation Entry No. 784, dated 02/05/2006. Thereafter the said land is returned to land owners as the order passed by the Deputy Collector and Competent Authority Ulhasnagar Agglomeration, Thane. In SR No. 42/Pisavali, And thereby the name of the land owners are mutated on the 7/12 extract of the said land by mutation entry No. 886 & 942.

Thereafter said owners Ganesh Tukaram Bhane for self and Power of Attorney Holder of Shri Gopal Budhya Bhane, Vithabai Namdev Bhane alias Kadu, Manjubai Rama Thakur, Gangaram Nago Bhane, Nira Nago Bhane, Phasu Nago Bhane, Devkubai Kakuram Mhatre, Jaibai Shripat Bhane, Nanda Shripat Bhane, Manda Shripat Bhane, Hasuram Shripat Bhane, Shanivar Pandu Patil, Pandharinath Rajaram Patil, Chandrabhaga Eknath Bhoir, Yamuna Savlaram Mhatre, Dropada Rajaram Patil, Sadachiv Goma Patil, Ashok Dagdu Bhane, Raghubai Dagdu Bhane, Ambubai Shalik Chikankar, Shantaram Babu Bhane, Suresh Babu Bhane, Ramesh Babu Bhane, Devkibai Baliram Gaikar, Suman Bhagvan Pawshe, Nirmala Babu Bhane, Latabai Babu Bhane, Sulochana Babu Bhane, Nanda Balaram Bhane, Santosh Balaram Bhane, Indrajit

Alias Chandrajit Balaram Bhane, Savita Pandit Gaikwad, Purnima Balaram Bhane, Ramesh Dattu Bhoir, Uttam Dattu Bhoir, Ratan Laxman Patil, Kisan Laxman Patil, Yasubai Vandar Wayle, Lilabai Nakul Bhoir, Gunabai Baliram Bhagat, Shobhabai Shripat Patil, Jaya Suresh Gore, Gulab Govind Mhatre, Vinubai Laxman Patil, Ananta Shankar Bhane alias Patil, Pandurang Shankar Bhane alias Patil, Chandravilas Shankar Bhane alias Patil, Ishwar Shankar Bhane alias Patil, Kantibai Uttam Mhatre, Gajanan Sudam Bhane, Harishchandra Sudam Bhane, Renuka Gajanan Mhatre, Gulab Nana Patil, Abubai Sudam Bhane, Vijaya Jagan Gondhali, Sharda Anil Wayle, Ranjana Balaram Dongare, Sunanda Budhaji Patil Sunita Datta Patil for self & Natural guardian for minor Rohit and Harshada, Rajubai Goma Patil, Sitabai Jayram Bhane and Prabhakar Jayram Bhane sold the said land for valuable consideration to Shri. Datta Arjun Gavli and Shila Datta Gavali by Sale deed dated 11/7/2011, which is registered at the office of Sub Registrar Kalyan 2, at Registration No. 7502/2011 on 11/7/2011. That the name of the said Shri. Datta Arjun Gavli and Shila Datta Gavali mutated in revenue records and on 7/12 extract of the said land by virtue of sale deed dated 11/7/2011 vide mutation entry no. 972, dated 18/07/2011.

There after Shri. Datta Arjun Gavli and Shila Datta Gavali executed a development agreement along with other lands, dated 31/12/2011, in favour of **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre, for the terms and conditions mentioned therein which is registered at the office of Sub Registrar Kalyan 2, at Registration No. 12982/2011 on 31/12/2011, Wherein Shri. Datta Arjun Gavli and Shila Datta Gavli are the Vendors/ Owners and **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre, is purchaser / Developer, for the area admeasuring 710 Sq. Meter out of total area.

That said land owners Shri. Datta Arjun Gavli and Shila Datta Gavali also executed a power of attorney dated 31/12/2011 in favour **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre to enable them develops the said land. Which is registered at the office of Sub Registrar Kalyan 2, at Registration No. 12983, on 31/12/2011, Wherein Shri. Datta Arjun Gavli and Shila Datta Gavli are the Vendors/Owners and **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre, are the Power of Attorney Holders, for the area admeasuring 710 Sq. Meter out of total area.

As stated above **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner Shri. Dinesh Ramdas Mhatre and others, having Development rights in respect of the said 710 Sq. Meter Land i.e. property no. 3.

**Property no. 4 :-**

It appears from the revenue records in respect of the said land that Jayram Ramji, Krishna Ramji and Sudam Ramji originally owned and possessed the said land as per mutation entry no. 235.

That the said land was declared as surplus under ULC Act 1976, said order passed under section 10 (3) and 10(5) under ULC 1976 Act. by Deputy Collector and Competent Authority Ulhasnagar Agglomeration, Thane, as per mutation entry no. 582 & 779, thereafter the name of Maharashtra Shasan was mutated in the Record of rights by mutation Entry No. 784, dated 02/05/2006. Thereafter the said land is returned to land owners as the order passed by the Deputy Collector and Competent Authority Ulhasnagar Agglomeration, Thane. In SR No. 42/Pisavali, And thereby the name of the land owners are mutated on the 7/12 extract of the said land by mutation entry No. 886 & 942.

Thereafter said owners Ganesh Tukaram Bhane for self and Power of Attorney Holder of Shri Gopal Budhya Bhane, Vithabai Namdev Bhane alias Kadu, Manjubai Rama Thakur, Gangaram Nago Bhane, Nira Nago Bhane, Phasu Nago Bhane, Devkubai Kakuram Mhatre, Jaibai Shripat Bhane, Nanda Shripat Bhane, Manda Shripat Bhane, Hasuram Shripat Bhane, Shanivar Pandu Patil, Pandharinath Rajaram Patil, Chandrabhaga Eknath Bhoir, Yamuna Savlaram Mhatre, Dropada Rajaram Patil, Sadachiv Goma Patil, Ashok Dagdu Bhane, Raghubai Dagdu Bhane, Ambubai Shalik Chikankar, Shantaram Babu Bhane, Suresh Babu Bhane, Ramesh Babu Bhane, Devkibai Baliram Gaikar, Suman Bhagvan Pawshe, Nirmala Babu Bhane, Latabai Babu Bhane, Sulochana Babu Bhane, Nanda Balaram Bhane, Santosh Balaram Bhane, Indrajit Alias Chandrajit Balaram Bhane, Savita Pandit Gaikwad, Purnima Balaram Bhane, Ramesh Dattu Bhoir, Uttam Dattu Bhoir, Ratan Laxman Patil, Kisan Laxman Patil, Yasubai Vandar Wayle, Lilabai Nakul Bhoir, Gunabai Baliram Bhagat, Shobhabai Shripat Patil, Jaya Suresh

Gore, Gulab Govind Mhatre, Vinubai Laxman Patil, Ananta Shankar Bhane alias Patil, Pandurang Shankar Bhane alias Patil, Chandravilas Shankar Bhane alias Patil, Ishwar Shankar Bhane alias Patil, Kantibai Uttam Mhatre, Gajanan Sudam Bhane, Harishchandra Sudam Bhane, Renuka Gajanan Mhatre, Gulab Nana Patil, Abubai Sudam Bhane, Vijaya Jagan Gondhali, Sharda Anil Wayle, Ranjana Balaram Dongare, Sunanda Budhaji Patil Sunita Datta Patil for self & Natural guardian for minor Rohit and Harshada, Rajubai Goma Patil, Sitabai Jayram Bhane and Prabhakar Jayram Bhane sold the said land for valuable consideration to Shri. Datta Arjun Gavli by Sale deed dated 17/09/2010, which is registered at the office of Sub Registrar Kalyan 3, at Registration No. 6077/2010 on 17/09/2010. That the name of the said Shri. Datta Arjun Gavli mutated in revenue records and on 7/12 extract of the said land by virtue of sale deed dated 17/09/2010 vide mutation entry no. 885, dated 18/09/2010.

There after Shri. Datta Arjun Gavli and Shila Datta Gavali executed a development agreement along with other lands, dated 31/12/2011, in favour of **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre, for the terms and conditions mentioned therein which is registered at the office of Sub Registrar Kalyan 2, at Registration No. 12982/2011 on 31/12/2011, Wherein Shri. Datta Arjun Gavli and Shila Datta Gavli are the Vendors/ Owners and **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre, is purchaser / Developer.

That said land owners Shri. Datta Arjun Gavli and Shila Datta Gavali also executed a power of attorney dated 31/12/2011 in favour **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre to enable them develops the said land. Which is registered at the office of Sub Registrar Kalyan 2, at Registration No. 12983, on 31/12/2011, Wherein Shri. Datta Arjun Gavli and Shila Datta Gavli are the Vendors/Owners and **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre, are the Power of Attorney Holders.

As stated above **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner Shri. Dinesh Ramdas Mhatre and others, having Development rights in respect of the said 400 Sq. Meter Land i.e. property no. 4.

**Property No. 5:-**

It appears from the revenue records in respect of the said land that Krishna Vithu Bhane was the original owner of the said land.

After the death of the said Krishna Vithu Bhane, names of his legal heirs i.e. Lahu Krishna Bhane, Ankush Krishna Bhane, Kusha Krishna Bhane, Raghunath Krishna Bhane, Atmaram Krishna Bhane, Bhiva Krishna Bhane, Shiva Krishna Bhane, Arjun Krishna Bhane, Balaram Krishna Bhane, Vaman Krishna Bhane and Sitabai Kundalik Thakur is mutated in revenue records vide mutation entry no. 554,

That the said Lahu Krishna Bhane died and names of his legal heirs i.e. Janardan Lahu Bhane, Ramakant Lahu Bhane, Rakhmabai Pandit Karbhari, Suman Rohidas Patil, Mainabai Chandrakant Bhane, Satish Chandrakant Bhane, Prashant Chandrakant Bhane, Sarika Ravindra Bhoir and Sarita Ankush Madhavi are mutated in revenue records as per mutation entry no. 920, That the said Ankush Krishna Bhane died and names of his legal heirs i.e. Gurunath Ankush Bhane, Tukaram Ankush Bhane, Banubai Rama Madhavi, Subhadra Pandit Gaikwad, Prema Namdev Bhane, Moreshwar Namdev Bhane, Dikshita Namdev Bhane and Venubai Vinayak Patil are mutated in revenue records as per mutation entry no. 921,

That the said Raghunath Krishna Bhane died and names of his legal heirs i.e. Ganesh Raghunath Bhane, Tarabai Janardan Bhoir, Nasimbai Janardan Bhoir, Kusum Harishchandra Mhatre, Jayvanti Balaram Mhatre and Surekha Anant Minmine are mutated in revenue records as per mutation entry no. 919,

That the said Shiva Krishna Bhane died and names of his legal heirs i.e. Ganpat Shivram Bhane, Vishnu Shivram Bhane, Suryakant Shivram Bhane, Pralhad Shivram Bhane, Shevantabai Datta Patil, Nandabai Suresh Bhoir, Nanda Baban Mhatre, Kunda Ganpat Fulore and Manda Uttam Tare are mutated in revenue records as per mutation entry no. 918,

There after Balaram Krishna Bhane, Anil Balaram Bhane, Sudhakar Balaram Bhane, Parvatibai Shivaji Bhoir, Babybai Mohan Patil, Anubai Balaram Bhane, Rekha Suresh Bhoir, Namdev Ankush Bhane, Tukaram Ankush Bhane, Gurunath Ankush Bhane, Yenubai Vinayak Patil, Banubai Rama Madhavi, Subhadra Pandit Gaikwad, Ganpat Shivram Bhane, Vishnu Shivram Bhane, Suryakant Shivram Bhane, Pralhad Shivram Bhane, Nanda Suresh Bhoir,

Manda Baban Mhatre, Kunda Ganpat Fulore, Chanda Uttam Tare, Suman Rohidas Patil, Ganesh Raghunath Bhane, Tarabai Janardan Bhoir, Nashabai Janardan Bhoir, Jayabai Balaram Mhatre, Janardhan Lahu Bhane, Ramakant Lahu Bhane, Bhiva Krishna Bhane, Arjun Krishna Bhane, Waman Krishna Bhane, Atmaram Krishna Bhane, Kusha Krishna Bhane, Sitabai Kundalik Thakur and Mainabai Chandrakant Bhane executed a Development Agreement in favour of Datta Arjun Gavli, Shila Datta Gavli, Ram Guru Gavli and Shrawan Vyankatrao Naikwade, dated 23/08/2006, which is registered at the office of Sub Registrar Kalyan, at Registration No. 5438/2006 on 25/08/2006, for the terms and conditions mentioned therein, Wherein Balaram Krishna Bhane and others are the Vendors/Owners and Datta Arjun Gavli and others are the Developers/Builders.

That the owners of the said land Balaram Krishna Bhane, Anil Balaram Bhane, Sudhakar Balaram Bhane, Parvatibai Shivaji Bhoir, Babybai Mohan Patil, Anubai Balaram Bhane, Rekha Suresh Bhoir, Namdev Ankush Bhane, Tukaram Ankush Bhane, Gurunath Ankush Bhane, Yenubai Vinayak Patil, Banubai Rama Madhavi, Subhadra Pandit Gaikwad, Ganpat Shivram Bhane, Vishnu Shivram Bhane, Suryakant Shivram Bhane, Pralhad Shivram Bhane, Nanda Suresh Bhoir, Manda Baban Mhatre, Kunda Ganpat Fulore, Chanda Uttam Tare, Suman Rohidas Patil, Ganesh Raghunath Bhane, Tarabai Janardan Bhoir, Nashabai Janardan Bhoir, Jayabai Balaram Mhatre, Janardhan Lahu Bhane, Ramakant Lahu Bhane, Bhiva Krishna Bhane, Arjun Krishna Bhane, Waman Krishna Bhane, Atmaram Krishna Bhane, Kusha Krishna Bhane, Sitabai Kundalik Thakur and Mainabai Chandrakant Bhane also executed a Power Of Attorney which is registered at the office of Sub Registrar Kalyan, at Registration No. 214/06 on 25/08/2006, Wherein Balaram Krishna Bhane and others are the Vendors/Owners and Datta Arjun Gavli, Shila Datta Gavli, Ram Guru Gavli and Shrawan Vyankatrao Naikwade are the Power of Attorney Holder.

Thereafter said owners Kusha Krishna Bhane and others through their power of attorney holder Datta Arjun Gavli, Shila Datta Gavli, Ram Guru Gavli and Shrawan Vyankatrao Naikwade sold the said land for valuable consideration to Shri. Datta Arjun Gavli and Shila Datta Gavli by Sale deed dated 11/7/2011, which is registered at the office of Sub Registrar Kalyan 2, at Registration No. 7500/2011 on 11/7/2011. That the name of the said Shri. Datta Arjun Gavli and Shila Datta Gavli mutated in revenue records and on 7/12 extract of the said land by virtue of sale deed dated 11/7/2011 vide mutation entry no. 975, dated 18/07/2011.

There after Shri. Datta Arjun Gavli and Shila Datta Gavli executed a development agreement along with other lands, dated 31/12/2011, in favour of **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre, for the terms and conditions mentioned therein which is registered at the office of Sub Registrar Kalyan 2, at Registration No. 12982/2011 on 31/12/2011, Wherein Shri. Datta Arjun Gavli and Shila Datta Gavli are the Vendors/ Owners and **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre are the Developer.

That said land owners Shri. Datta Arjun Gavli and Shila Datta Gavli also executed a power of attorney dated 31/12/2011 in favour **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre to enable them develops the said land. Which is registered at the office of Sub Registrar Kalyan 2, at Registration No. 12983, on 31/12/2011, Wherein Shri. Datta Arjun Gavli and Shila Datta Gavli are the Vendors/Owners and **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre, are the Power of Attorney Holders.

As stated above **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner Shri. Dinesh Ramdas Mhatre and others, having Development rights in respect of the said 1260 Sq. Meter Land i.e. property no. 5.

#### **Property No. 6:-**

It appears from the revenue records in respect of the said land that the Ambo Bhiva Bhangade was the original owners of the said land. After the death of Ambo Bhiva Bhane names of his legal heirs i.e. Dagdu Ambo Bhangade mutated in revenue record vide mutation entry no. 110.

After the death of the said Dagdu Ambo Bhane, names of his legal heirs i.e. Ashok Dagdu Bhane, Saguna Khandu Mhatre, Babi Anant Madhavi, Barkubai Kashinath, Jamunabai Dagdu Bhane and Raghubai Dagdu Bhane are mutated in revenue records vide mutation entry no. 472.



Thereafter said owners Raghubai Dagdu Bhane, Ashok Dagdu Bhane, Saguna Khandu Mhatre, Babibai Ananta Madhavi, Barkubai Kashinath Patil and Jamunabai Mahadev Vyapari executed a development agreement dated 11/05/2007, in favour of Shila Datta Gavli, for the

terms and conditions mentioned therein which is registered at the office of Sub Registrar Kalyan, at Registration No. 2667/2007 on 11/05/2007, Wherein Raghubai Dagdu Bhane and others are the Vendors/Owners and Shila Datta Gavli are the purchaser/Developer, for the area admeasuring 1200 Sq. Meters out of total area.

That said land owners Raghubai Dagdu Bhane, Ashok Dagdu Bhane, Saguna Khandu Mhatre, Babibai Ananta Madhavi, Barkubai Kashinath Patil and Jamunabai Mahadev Vyapari also executed a power of attorney dated 11/05/2007 in favour of Shila Datta Gavli to enable them develop the said land. Which is registered at the office of Sub Registrar Kalyan, at Registration No. 2668/2007 on 11/05/2007, Wherein Raghubai Dagdu Bhane and others are the Vendors/Owners and Shila Datta Gavli is the Power of Attorney Holders, for the area admeasuring 1200 Sq. Meters out of total area.

Thereafter said owners Ashok Dagdu Bhane, Saguna Khandu Mhatre, Babi Amu Mhatre alias Babubai Ananta Madhavi, Barki Kashinath Mhatre alias Barkubai Kashinath Patil, Jamunabai Mahadev Vyapari alias Jaganabai Dagdu Mhatre and Raghubai Dagdu Mhatre (Bhane) executed a development agreement dated 13/05/2010, in favour of Shri. Datta Arjun Gavli and Shila Datta Gavli, for the terms and conditions mentioned therein which is registered at the office of Sub Registrar Kalyan 1, at Registration No. 3886/2010 on 13/05/2010, Wherein Ashok Dagdu Bhane and others are the Vendors/Owners and Shri Datta Arjun Gavli and Shila Datta Gavli are the purchaser/Developer, for the area admeasuring 12.8 Gunthe out of total area. That said land owners Ashok Dagdu Bhane, Saguna Khandu Mhatre, Babi Amu Mhatre alias Babubai Ananta Madhavi, Barki Kashinath Mhatre alias Barkubai Kashinath Patil, Jamunabai Mahadev Vyapari alias Jaganabai Dagdu Mhatre and Raghubai Dagdu Mhatre (Bhane) also executed a power of attorney dated 13/05/2010 in favour of Shri. Datta Arjun Gavli and Shila Datta Gavli to enable them develop the said land. Which is registered at the office of Sub Registrar Kalyan 1, at Registration No. 3887/2010 on 13/05/2010, Wherein Ashok Dagdu Bhane and others are the Vendors/Owners and Shri Datta Arjun Gavli and Shila Datta Gavli are the Power of Attorney Holders, for the area admeasuring 12.8 Gunthe out of total area.

Thereafter said owners Raghubai Dagdu Mhatre (Bhane), Ashok Dagdu Bhane, Saguna Khandu Mhatre, Babi Amu Mhatre alias Babubai Ananta Madhavi, Barki Kashinath Mhatre alias Barkubai Kashinath Patil, Jamunabai Mahadev Vyapari alias Jaganabai Dagdu Mhatre through their power of attorney holder shri Datta Arjun Gavli and Shila Datta Gavli sold the said land for valuable consideration to Shri. Datta Arjun Gavli and Shila Datta Gavli by Sale deed dated 11/07/2011, which is registered at the office of Sub Registrar Kalyan 2, at Registration No. 7501/2011 on 11/07/2011, Wherein Shri Raghubai Dagdu Mhatre (Bhane) and others through their power of attorney holder shri Datta Arjun Gavli and Shila Datta Gavli are the Vendors and Datta Arjun Gavli and Shila Datta Gavli are the purchasers. That the name of the said Shri. Datta Arjun Gavli and Shila Datta Gavli mutated in revenue records and on 7/12 extract of the said land by virtue of sale deed dated 11/07/2011 vide mutation entry no. 974, dated 18/07/2011.

There after Shri. Datta Arjun Gavli and Shila Datta Gavali executed a development agreement along with other land, dated 31/12/2011, in favour of **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre, for the terms and conditions mentioned therein which is registered at the office of Sub Registrar Kalyan 2, at Registration No. 12982/2011 on 31/12/2011, Wherein Shri. Datta Arjun Gavli and Shila Datta Gavli are the Vendors/ Owners and **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre are the Developer.

That said land owners Shri. Datta Arjun Gavli and Shila Datta Gavali also executed a power of attorney dated 31/12/2011 in favour **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre to enable them develops the said land. Which is registered at the office of Sub Registrar Kalyan 2, at Registration No. 12983, on 31/12/2011, Wherein Shri. Datta Arjun Gavli and Shila Datta Gavli are the Vendors/Owners and **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre, are the Power of Attorney Holders.

As stated above **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner Shri. Dinesh Ramdas Mhatre and others, having Development rights in respect of the said 2480 Sq. Meter Land i.e. property no. 6.

**Property No. 7:-**

It appears from the revenue records in respect of the said land that Krishna Vithu Bhane was the original owner of the said land.

After the death of the said Krishna Vithu Bhane, names of his legal heirs i.e. Lahu Krishna Bhane, Ankush Krishna Bhane, Kusha Krishna Bhane, Raghunath Krishna Bhane, Atmaram Krishna Bhane, Bhiva Krishna Bhane, Shiva Krishna Bhane, Arjun Krishna Bhane, Balaram Krishna Bhane, Vaman Krishna Bhane and Sitabai Kundalik Thakur is mutated in revenue records vide mutation entry no. 554,

That the said Lahu Krishna Bhane died and names of his legal heirs i.e. Janardan Lahu Bhane, Ramakant Lahu Bhane, Rakhmabai Pandit Karbhari, Suman Rohidas Patil, Mainabai Chandrakant Bhane, Satish Chandrakant Bhane, Prashant Chandrakant Bhane, Sarika Ravindra Bhoir and Sarita Ankush Madhavi are mutated in revenue records as per mutation entry no. 920,

That the said Ankush Krishna Bhane died and names of his legal heirs i.e. Gurnath Ankush Bhane, Tukaram Ankush Bhane, Banubai Rama Madhavi, Subhadra Pandit Gaikwad, Prema Namdev Bhane, Moreshwar Namdev Bhane, Dikshita Namdev Bhane and Venubai Vinayak Patil are mutated in revenue records as per mutation entry no. 921,

That the said Raghunath Krishna Bhane died and names of his legal heirs i.e. Ganesh Raghunath Bhane, Tarabai Janardan Bhoir, Nasimbai Janardan Bhoir, Kusum Harishchandra Mhatre, Jayvanti Balaram Mhatre and Surekha Anant Minmine are mutated in revenue records as per mutation entry no. 919,

That the said Shiva Krishna Bhane died and names of his legal heirs i.e. Ganpat Shivram Bhane, Vishnu Shivram Bhane, Suryakant Shivram Bhane, Pralhad Shivram Bhane, Shevantabai Datta Patil, Nandabai Suresh Bhoir, Nanda Baban Mhatre, Kunda Ganpat Fulore and Manda Uttam Tare are mutated in revenue records as per mutation entry no. 918,

There after Balaram Krishna Bhane, Anil Balaram Bhane, Sudhakar Balaram Bhane, Parvatibai Shivaji Bhoir, Babybai Mohan Patil, Anubai Balaram Bhane, Rekha Suresh Bhoir, Namdev Ankush Bhane, Tukaram Ankush Bhane, Gurnath Ankush Bhane, Yenubai Vinayak Patil, Banubai Rama Madhavi, Subhadra Pandit Gaikwad, Ganpat Shivram Bhane, Vishnu Shivram Bhane, Suryakant Shivram Bhane, Pralhad Shivram Bhane, Nanda Suresh Bhoir, Manda Baban Mhatre, Kunda Ganpat Fulore, Chanda Uttam Tare, Suman Rohidas Patil, Ganesh Raghunath Bhane, Tarabai Janardan Bhoir, Nashabai Janardan Bhoir, Jayabai Balaram Mhatre, Janardhan Lahu Bhane, Ramakant Lahu Bhane, Bhiva Krishna Bhane, Arjun Krishna Bhane, Waman Krishna Bhane, Atmaram Krishna Bhane, Kusha Krishna Bhane, Sitabai Kundalik Thakur and Mainabai Chandrakant Bhane executed a Development Agreement in favour of Datta Arjun Gavli, Shila Datta Gavli, Ram Guru Gavli and Shrawan Vyankatrao Naikwade, dated 23/08/2006, which is registered at the office of Sub Registrar Kalyan, at Registration No. 5438/2006 on 25/08/2006, for the terms and conditions mentioned therein, Wherein Balaram Krishna Bhane and others are the Vendors/Owners and Datta Arjun Gavli and others are the Developers/Builders.

That the owners of the said land Balaram Krishna Bhane, Anil Balaram Bhane, Sudhakar Balaram Bhane, Parvatibai Shivaji Bhoir, Babybai Mohan Patil, Anubai Balaram Bhane, Rekha Suresh Bhoir, Namdev Ankush Bhane, Tukaram Ankush Bhane, Gurnath Ankush Bhane, Yenubai Vinayak Patil, Banubai Rama Madhavi, Subhadra Pandit Gaikwad, Ganpat Shivram Bhane, Vishnu Shivram Bhane, Suryakant Shivram Bhane, Pralhad Shivram Bhane, Nanda Suresh Bhoir, Manda Baban Mhatre, Kunda Ganpat Fulore, Chanda Uttam Tare, Suman Rohidas Patil, Ganesh Raghunath Bhane, Tarabai Janardan Bhoir, Nashabai Janardan Bhoir, Jayabai Balaram Mhatre, Janardhan Lahu Bhane, Ramakant Lahu Bhane, Bhiva Krishna Bhane, Arjun Krishna Bhane, Waman Krishna Bhane, Atmaram Krishna Bhane, Kusha Krishna Bhane, Sitabai Kundalik Thakur and Mainabai Chandrakant Bhane also executed a Power Of Attorney which is registered at the office of Sub Registrar Kalyan, at Registration No. 214/06 on 25/08/2006, Wherein Balaram Krishna Bhane and others are the Vendors/Owners and Datta Arjun Gavli, Shila Datta Gavli, Ram Guru Gavli and Shrawan Vyankatrao Naikwade are the Power of Attorney Holder.

Thereafter said owners Kusha Krishna Bhane and others through their power of attorney holder Datta Arjun Gavli, Shila Datta Gavli, Ram Guru Gavli and Shrawan Vyankatrao Naikwade sold the said land for valuable consideration to Shri. Datta Arjun Gavli and Shila

Datta Gavli by Sale deed dated 11/7/2011, which is registered at the office of Sub Registrar Kalyan 2, at Registration No. 7500/2011 on 11/7/2011. That the name of the said Shri. Datta

Arjun Gavli and Shila Datta Gavali mutated in revenue records and on 7/12 extract of the said land by virtue of sale deed dated 11/7/2011 vide mutation entry no. 975, dated 18/07/2011.

There after Shri. Datta Arjun Gavli and Shila Datta Gavali executed a development agreement along with other lands, dated 31/12/2011, in favour of **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre, for the terms and conditions mentioned therein which is registered at the office of Sub Registrar Kalyan 2, at Registration No. 12982/2011 on 31/12/2011, Wherein Shri. Datta Arjun Gavli and Shila Datta Gavli are the Vendors/ Owners and **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre are the Developer.

That said land owners Shri. Datta Arjun Gavli and Shila Datta Gavali also executed a power of attorney dated 31/12/2011 in favour **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre to enable them develops the said land. Which is registered at the office of Sub Registrar Kalyan 2, at Registration No. 12983, on 31/12/2011, Wherein Shri. Datta Arjun Gavli and Shila Datta Gavli are the Vendors/Owners and **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre, are the Power of Attorney Holders.

As stated above **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner Shri. Dinesh Ramdas Mhatre and others, having Development rights in respect of the said 400 Sq. Meter Land i.e. property no. 7.

**Property No. 8 & 9:-**

It appears from the revenue records in respect of the said land that Shri Kusha Krishna Bhane and others originally owned and possessed the said lands.

Thereafter said owners Balaram Krishna Bhane, Anil Balaram Bhane, Sudhakar Balaram Bhane, Parvatibai Shivaji Mali, Babibai Mohan Patil, Anubai Balaram Bhane, Rekha Suresh Bhoir, Namdev Ankush Bhane, Tukaram Ankush Bhane, Gurunath Ankush Bhane, Yenubai Vinayak Patil, Banubai Rama Madhvi, Subhadra Pandit Gaikwad, Ganpat Shivram Bhane, Vishnu Shivram Bhane, Suryakant Shivram Bhane, Pralhad Shivram Bhane, Nanda Suresh Bhoir, Manda Baban Mhatre, Kunda Ganpat Fulore, Chanda Uttam Tare, Suman Rohidas Patil, Ganesh Raghunath Bhane, Tarabai Janardan Bhoir, Nashabai Janardan Bhoir, Jayabai Balaram Mhatre, Janardhan Lahu Bhane, Ramakant Lahu Bhane, Bhiva Krishna Bhane, Arjun Krishna Bhane, Waman Krishna Bhane, Atmaram Krishna Bhane, Kusha Krishna Bhane, Sitabai Kundalik Thakur, Mainabai Chandrakant Bhane executed a development agreement, in favour of Datta Arjun Gavli, Shila Datta Gavli, Ram Guru Gavli and Shrawan Vyankatrao Naikwade for the terms and conditions mentioned therein which is registered at the office of Sub Registrar Ulhasnagar 3, at Registration No. 2130/2006, on 25/08/2006, Wherein Balaram Krishna Bhane and others are the Vendors/Owners and Datta Arjun Gavli, Shila Datta Gavli, Ram Guru Gavli and Shrawan Vyankatrao Naikwade are the Developer. In respect of S. No. 24/2, area admeasuring 4.5 gunthe and S. No. 24/3, area admeasuring 10.5 gunthe.

That said land owners Balaram Krishna Bhane, Anil Balaram Bhane, Sudhakar Balaram Bhane, Parvatibai Shivaji Mali, Babibai Mohan Patil, Anubai Balaram Bhane, Rekha Suresh Bhoir, Namdev Ankush Bhane, Tukaram Ankush Bhane, Gurunath Ankush Bhane, Yenubai Vinayak Patil, Banubai Rama Madhvi, Subhadra Pandit Gaikwad, Ganpat Shivram Bhane, Vishnu Shivram Bhane, Suryakant Shivram Bhane, Pralhad Shivram Bhane, Nanda Suresh Bhoir, Manda Baban Mhatre, Kunda Ganpat Fulore, Chanda Uttam Tare, Suman Rohidas Patil, Ganesh Raghunath Bhane, Tarabai Janardan Bhoir, Nashabai Janardan Bhoir, Jayabai Balaram Mhatre, Janardhan Lahu Bhane, Ramakant Lahu Bhane, Bhiva Krishna Bhane, Arjun Krishna Bhane, Waman Krishna Bhane, Atmaram Krishna Bhane, Kusha Krishna Bhane, Sitabai Kundalik Thakur, Mainabai Chandrakant Bhane also executed a power of attorney in favour Datta Arjun Gavli, Shila Datta Gavli, Ram Guru Gavli and Shrawan Vyankatrao Naikwade, which is registered at the office of Sub Registrar Ulhasnagar 3, at Registration No. 2131/2006, on 25/08/2006, Wherein Balaram Krishna Bhane and others are the Vendors/Owners and Datta Arjun Gavli, Shila Datta Gavli, Ram Guru Gavli and Shrawan Vyankatrao Naikwade are the

Power of Attorney Holders. In respect of S. No. 24/2, area admeasuring 4.5 gunthe and S. No. 24/3, area admeasuring 10.5 gunthe.

That the Rakhmabai Pandit Karbhari and Suman Rohidas Patil executed a release deed in favour of Janardan Lahu Bhane, Ramakant Lahu Bhane, Mainabai Chandrakant Bhane, Satish Chandrakant Bhane and Prashant Chandrakant Bhane on 06/02/2008, which is registered at the office of Sub Registrar Ulhasnagar 3 at registration No. 730/2008, on 06/02/2008, and thereafter name of Rakhmabai Pandit Karbhari and Suman Rohidas Patil are removed from 7/12 extract and revenue records by mutation entry no. 691.

That the Sarika Ravindra Bhoir and Sarita Ankush Madhvi executed a release deed in favour of Mainabai Chandrakant Bhane, Satish Chandrakant Bhane and Prashant Chandrakant Bhane on 06/02/2008, which is registered at the office of Sub Registrar Ulhasnagar 3 at registration No. 731/2008, on 06/02/2008, and thereafter name of Sarika Ravindra Bhoir and Sarita Ankush Madhvi are removed from 7/12 extract and revenue records by mutation entry no. 694.

That the Banubai Rama Mahdvi, Venubai Vinayak Patil and Subhadra Pandit Gaikwad executed a release deed in favour of Namdev Ankush Bhane, Tukaram Ankush Bhane and Gurunath Ankush Bhane on 06/02/2008, which is registered at the office of Sub Registrar Ulhasnagar 3 at registration No. 732/2008, on 06/02/2008, and thereafter name of Banubai Rama Mahdvi, Venubai Vinayak Patil and Subhadra Pandit Gaikwad are removed from 7/12 extract and revenue records by mutation entry no. 695.

That the Tarabai Janardan Bhoir, Nasimbai Janardan Bhoir, Kusum Harishchandra Mhatre, Jayvanti Balaram Bhatre and Surekha Anant Minmine executed a release deed in favour of Ganesh Raghunath Bhane on 06/02/2008, which is registered at the office of Sub Registrar Ulhasnagar 3 at registration No. 733/2008, on 06/02/2008, and thereafter name of Tarabai Janardan Bhoir, Nasimbai Janardan Bhoir, Kusum Harishchandra Mhatre, Jayvanti Balaram Bhatre and Surekha Anant Minmine are removed from 7/12 extract and revenue records by mutation entry no. 692.

That the Shevanta Datta Patil, Nanda Suresh Bhoir, Manda Baban Mhatre, Kunda Ganpat Fulore and Chanda Uttam Tare executed a release deed in favour of Ganpat Shivram Bhane, Vishnu Shivram Bhane, Suryakant Shivram Bhane and Pralhad Shivram Bhane on 06/02/2008, which is registered at the office of Sub Registrar Ulhasnagar 3 at registration No. 734/2008, on 06/02/2008, and thereafter name of Shevanta Datta Patil, Nanda Suresh Bhoir, Manda Baban Mhatre, Kunda Ganpat Fulore and Chanda Uttam Tare are removed from 7/12 extract and revenue records by mutation entry no. 693.

That the Waman Nana Mhatre, Ramchandra Nana Mhatre, Dashrath Nana Mhatre, Suresh Sakharam Bhoir, Sitabai Kundlik Thakur, Vanita Jayram Mhatre, Sanjay Jayram Mhatre, Sunil Jayram Mhatre and Sunita Jayram Mhatre executed a release deed in favour of Kusha Krishna Bhane, Atmaram Krishna Bhane, Bhiva Krishna Bhane, Arjun Krishna Bhane, Balaram Krishna Bhane, Waman Krishna Bhane, Janardan Lahu Bhane, Ramakant Lahu Bhane, Mainabai Chandrakant Bhane, Satish Chandrakant Bhane, Prashant Chandrakant Bhane, Ganesh Raghunath Bhane, Namdev Ankush Bhane, Tukaram Ankush Bhane, Gurunath Ankush Bhane, Ganpat Shivram Bhane, Vishnu Shivram Bhane, Suryakant Shivram Bhane and Pralhad Shivram Bhane on 06/02/2008, which is registered at the office of Sub Registrar Ulhasnagar 3 at registration No. 735/2008, on 06/02/2008, and thereafter name of Waman Nana Mhatre, Ramchandra Nana Mhatre, Dashrath Nana Mhatre, Suresh Sakharam Bhoir, Sitabai Kundlik Thakur, Vanita Jayram Mhatre, Sanjay Jayram Mhatre, Sunil Jayram Mhatre and Sunita Jayram Mhatre are removed from 7/12 extract and revenue records by mutation entry no. 690.

Thereafter said owners Shri Kusha Krishna Bhane, Atmaram Krishna Bhane, Bhiva Krishna Bhane, Arjun Krishna Bhane, Balaram Krishna Bhane, Waman Krishna Bhane, Ganpat Shivram Bhane, Vishnu Shivram Bhane, Suryakant Shivram Bhane, Pralhad Shivram Bhane, Nanda Suresh Bhoir, Manda Baban Mhatre, Kunda Ganpat Fulore, Chanda Uttam Tare, Sitabai Kundalik Thakur, Ganesh Raghunath Bhane, Tarabai Janardan Bhoir, Nasimbai Janardan Bhoir, Jayvanti Balaram Mhatre, Janardhan Lahu Bhane, Ramakant Lahu Bhane, Suman Rohidas Patil, Mainabai Chandrakant Bhane, Gurunath Ankush Bhane, Tukaram Ankush Bhane, Banubai Rama Madhvi, Subhadra Pandit Gaikwad, Venubai Vinayak Patil, Anil Balaram Bhane, Sudhakar Balaram Bhane, Parvatibai Shivaji Mali, Babibai Mohan Patil, Anubai Balaram Bhane, Rekha Suresh Bhoir, Namdev Ankush Bhane, Shevanta Datta Patil, Kusum Harishchandra Bhane, Surekha Ananta Minmine, Rakhmabai Pandit Karbhari, Satish Chandrakant Bhane, Prashant Chandrakant Bhane, Sarika Ravindra Bhoir, Sarita Ankush Madhvi and Prema Namdev Bhane for self and natural guardian for Minor – Moreshwar and Dikshita through their power of attorney holder Datta Arjun Gavli, Sheela Datta Gavli, Ram Guru Gavli and Shrawan

Vyankatrao Naikwade sold the said land for valuable consideration to Shri. Datta Arjun Gavli and Sheela Datta Gavli by Sale deed dated 8/7/2011, which is registered at the office of Sub Registrar Ulhasnagar 3, at Registration No. 3640/2011, on 8/7/2011. That the name of the said Shri. Datta Arjun Gavli and Sheela Datta Gavli mutated in revenue records and on 7/12 extract of the said land by virtue of sale deed dated 8/7/2011 vide mutation entry no. 980, dated 02/08/2011.

There after Shri. Datta Arjun Gavli and Sheela Datta Gavli executed a development agreement, dated 31/12/2011, in favour of **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre, for the terms and conditions mentioned therein which is registered at the office of Sub Registrar Ulhasnagar 3, at Registration No. 6758/2011, on 31/12/2011, Wherein Shri. Datta Arjun Gavli and Sheela Datta Gavli are the Vendors / Owners and **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre, is purchaser / Developers.

That said land owners Shri. Datta Arjun Gavli and Sheela Datta Gavli also executed a power of attorney dated 31/12/2011 in favour **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre to enable them develops the said land, which is registered at the office of Sub Registrar Ulhasnagar 3, at Registration No. 6759/2011, on 31/12/2011, Wherein Shri. Datta Arjun Gavli and Sheela Datta Gavli are the Vendors / Owners and **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner 1. Shri. Jairam Radhomal Nihlani 2. Shri. Dinesh Ramdas Mhatre, are the Power of Attorney Holders.

As stated above **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner Shri. Dinesh Ramdas Mhatre and others, having Development rights in respect of the said 1540 Sq. Meter Land i.e. property no. 8 & 9.

#### **Property No. 10**

It appears from the revenue records in respect of the said land that Survey no. 24/1 is purchased by Kaluram Govind Bhane under section 32 (g) of Bombay Tenancy and agricultural Land act 1948 as per mutation entry no. 326. Thereafter purchased price of the said land is paid by the Kaluram Govind Bhane and thereafter certificate of purchase under section 32 (M) of B.T.A.L. act 1948 issued in his favour, as per mutation entry no. 438.

After the death of the said Kaluram Govind Bhane, names of his legal heirs i.e. Tukaram Kaluram Bhane, Lilabai Tukaram Gaikwad and Taibai Eknath Mhatre are mutated in revenue records vide mutation entry no. 642.

That the area of 4230 Sq. meters was declared as surplus under ULC Act 1976, said order passed under section 10 (3) and 10(5) under ULC 1976 Act. by Deputy Collector and Competent Authority Ulhasnagar Agglomeration, Thane. in SR No. 19/Aadivali Dhokali, thereby the name of Maharashtra Shasan was mutated in the Record of rights by mutation Entry No. 688. Thereafter the said land of 4230 Sq. meters is returned to land owners as the order passed by the Deputy Collector and Competent Authority Ulhasnagar Agglomeration, Thane. In SR No. KV616/2010, dated 05/06/2010, And thereby the name of the land owners are mutated on the 7/12 extract of the said 4230 Sq. meters by mutation entry No. 829.

That the said Lilabai Tukaram Gaikwad died and names of his legal heirs i.e. Sunil Tukaram Gaikwad, Chandrakant Tukaram Gaikwad, Ranjana Vinayak Patil and Pandit Tukaram Gaikwad are mutated in revenue records as per mutation entry no. 920.

That the Tahsildar Ambernath vide their order dated 27/06/2014 having outward no. Kulvahivat/shartshithil/SR 26/14 removed condition of section 43 of the Maharashtra Tenancy and agricultural Land act from the said land and the entry of the said order mutated in revenue records vide mutation entry no. 1213. That the said land is Converted to Bhogvata Varg 1 and effect is given on 7/12 extract.

That the said 1) Taibai Eknath Mhatre, 2) Bharti Sunil Patil & 3) Aarti Kathod Thakur as vendors and 1) Shashikant Eknath Mhatre and 2) Naresh Eknath Mhatre as a Confirming Party executed a Agreement for Sale in favour of 1) Rohit Ramchandra Gudhka, 2) Ganesh Tukaram Bhane and 3) Rupesh Balaram Gavali dated 03/12/2013, which is registered at the office of Sub Registrar Ulhasnagar, at Registration No. 7410/2013, on 03/12/2013 for area admeasuring 0-14-10 H-R-P out of 0-42-30 H-R-P., and 1) Taibai Eknath Mhatre, 2) Bharti Sunil Patil, 3) Aarti Kathod Thakur, 4) Shashikant Eknath Mhatre and 5) Naresh Eknath Mhatre also executed Power Of Attorney in favour of 1) Rohit Ramchandra Gudhka, 2) Ganesh Tukaram Bhane and 3) Rupesh Balaram Gavali dated 03/12/2013, which is registered at the office of Sub Registrar

Ulhasnagar, at Registration No. 7411/2013, on 03/12/2013 for area admeasuring 0-14-10 H-R-P out of 0-42-30 H-R-P.

Thereafter said 1) Taibai Eknath Mhatre, 2) Bharti Sunil Patil, 3) Aarti Kathod Thakur, 4) Shashikant Eknath Mhatre and 5) Naresh Eknath Mhatre Through their Power of Attorney Holder 1) Rohit Ramchandra Gudhka, 2) Ganesh Tukaram Bhane and 3) Rupesh Balaram Gavali, executed a Conveyance Deed in favour of 1) Rohit Ramchandra Gudhka, 2) Ganesh Tukaram Bhane and 3) Rupesh Balaram Gavali on 16/07/2014, which is registered at the office of Sub Registrar Ulhasnagar, at Registration No. 4891/2014, on 16/07/2014, for the area admeasuring about 1410 Sq. Mts. out of 4230 Sq. meters (0H-42R-30P),

Thereafter said Survey No. 24/1 area admeasuring about 1410 Sq. Mts. out of 4230 Sq. meters (0H-42R-30P) mutated in Revenue Record and on 7/12 extract in the name of 1) Rohit Ramchandra Gudhka, 2) Ganesh Tukaram Bhane and 3) Rupesh Balaram Gavali vide Mutation Entry No. 1278.

As mentioned in mutation entry no. 1142 & 1613, Sunil Tukaram Gaikwad, Chandrakant Tukaram Gaikwad, Pandit Tukaram Gaikwad and Ranjana Vinayak Patil released their rights in favour of Tukaram Kaluram Bhane vide Release Deed dated 11/08/2011, which is registered at the office of Sub Registrar of assurances Ulhasnagar, at Registration No. 4167/2011, on 11/08/2011.

And whereas said Survey No. 24/1 area admeasuring about 2820 Sq. Mts. out of 4230 Sq. meters (0H-42R-30P) is converted for Non-agricultural use as the letter issued by Tahsildar Ambernath under their outward no. Mahsul/K-1/T-3/Jaminbab/R.K./KV-237/2017, dated 09/08/2017. That the entry of the said letter mutated in revenue records vide mutation entry no. 1624.

And whereas said Survey No. 24/1 area admeasuring about 1410 Sq. Mts. out of 4230 Sq. meters (0H-42R-30P) is converted for Non-agricultural use as the letter issued by Tahsildar Ambernath under their outward no. Mahsul/K-1/T-3/Jaminbab/R.K./KV-237/2017, dated 09/08/2017. That the entry of the said letter mutated in revenue records vide mutation entry no. 1751.

That the said 1) Jitendra Tukaram Bhane, 2) Tukaram Kaluram Bhane & 3) Vinod Tukaram Bhane executed a Development Agreement in favour of M/s. Samarth Sai Builders & Developers, a partnership Firm, through its Partner, Jayram Radhomal Nihlani and Dinesh Ramdas Mhatre dated 24/03/2015, which is registered at the office of Sub Registrar Ulhasnagar, at Registration No. 2659/2015, on 24/03/2015 & also executed Power Of Attorney dated 24/03/2015, which is registered at the office of Sub Registrar Ulhasnagar, at Registration No. 2660/2015, on 24/03/2015, for the area admeasuring 2820 Sq. Meters out of 0-42-30 H-R-P.

Thereafter said 1) Rohit Ramchandra Gudhka, 2) Ganesh Tukaram Bhane and 3) Rupesh Balaram Gavali, executed a Conveyance Deed in favour of M/s. Samarth Sai Builders & Developers, a partnership Firm, through its Partner, Dinesh Ramdas Mhatre and Rajesh Chanderlal Methwani on 09/07/2020, which is registered at the office of Sub Registrar Ulhasnagar, at Registration No. 4493/2020, on 09/07/2020 & also executed Power Of Attorney dated 09/07/2020, which is registered at the office of Sub Registrar Ulhasnagar, at Registration No. 4494/2020, on 09/07/2020, for the area admeasuring about 1410 Sq. Mts. out of 4230 Sq. meters (0H-42R-30P). Thereafter said Survey No. 24/1 area admeasuring about 1410 Sq. Mts. out of 4230 Sq. meters (0H-42R-30P) mutated in Revenue Record and on 7/12 extract in the name of M/s. Samarth Sai Builders & Developers, a partnership Firm, through its Partner, Dinesh Ramdas Mhatre and Rajesh Chanderlal Methwani vide Mutation Entry No. 1793.

As stated above **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partner Shri. Dinesh Ramdas Mhatre and others are well and sufficiently entitled to develop the said 4230 Sq. Meter Land i.e. property no. 10.

**AND WHEREAS** the partnership firm was Reconstituted on 20<sup>th</sup> April, 2018 wherein Shri. Jairam Radhomal Nihalani has retired and Shri. Hitesh Jairam Nihalani and Shri. Rajesh Chanderlal Methwani were admitted as partners of the firm.

**AND WHEREAS** as stated above **M/s. SAMARTH SAI BUILDERS AND DEVELOPERS**, Partnership Firm, through its Partners 1. Shri. Hitesh Jairam Nihalani, 2. Shri. Dinesh Ramdas Mhatre, 3. Shri. Rajesh Chanderlal Methwani and 4. Shri. Puran Namomal Kukreja are well and sufficiently entitled to develop the said 15080 Sq. Meter Land i.e. property no. 1 to 10.

**AND WHEREAS** That the land of property no. 1 to 10 is collectively called and referred as “the project land”

**That** The Promoters have made a scheme for development of the said properties by constructing thereon residential units, shops, Offices etc. as per Plan Sanctioned from Kalyan Dombivali Municipal Corporation.

**AND WHEREAS** the Tahsildar Kalyan by and under his order bearing No. mahsul/T-2/Jaminbab/Vinishchiti/Mouje Pisavali/SR-346/16, dated 06/01/2017 have confirmed that said property No. 1 to 7 are Class I tenure. That the Property No. 8 & 9 are Converted to Bhogvata Varg 1 and effect is given on 7/12 extract.

**AND WHEREAS** the aforesaid Promoters converted said properties no. 8 & 9 to Bhogvata Varg 1 and property no. 10 is converted to non-agreeculture use said effect is given on 7/12 extracts and Promoters are entitled to develop the said Properties no. 8 to 10.

**AND WHEREAS** the aforesaid Promoter by amalgamating said Project land and the Promoters have obtained the building commencement certificate from the Kalyan Dombivli Municipal Corporation for construction of building/s on the said Project Land under building commencement certificate bearing No. KDMP/NRV/BP/27GAVE/2018-19/22 dated 17/01/2019.

**AND WHEREAS** the Promoter/Builder submitted necessary revise plan to that effect with Kalyan Dombivali Municipal Corporation and accordingly revised building permission is obtained from Kalyan Dombivali Municipal Corporation under their revised building permission bearing Outward No. KDMP/NRV/BP/27GAVE/2018-19/22/185 dated 27/03/2019.

**AND WHEREAS** the Promoter/Builder submitted necessary revise plan to that effect with Kalyan Dombivali Municipal Corporation and accordingly revised building permission is obtained from Kalyan Dombivali Municipal Corporation under their revised building permission bearing Outward No. KDMP/NRV/BP/27GAVE/2018-19/22/62 dated 09/07/2019

**AND WHEREAS** the Promoter/Builder submitted necessary revise plan to that effect with Kalyan Dombivali Municipal Corporation and accordingly revised building permission is obtained from Kalyan Dombivali Municipal Corporation under their revised building permission bearing Outward No. KDMP/NRV/BP/27GAVE/2018-19/22/171 dated 03/03/2020.

**AND WHEREAS** the Promoter/Builder submitted necessary revise plan to that effect with Kalyan Dombivali Municipal Corporation and accordingly revised building permission is obtained from Kalyan Dombivali Municipal Corporation under their revised building permission bearing Outward No. KDMP/NRV/BP/27GAVE/2018-19/22/78 dated 25/11/2020.

**AND WHEREAS** the Promoter/Builder submitted necessary revise plan to that effect with Kalyan Dombivali Municipal Corporation and accordingly revised building permission is obtained from Kalyan Dombivali Municipal Corporation under their revised building permission bearing Outward No. KDMC/TPD/BP/27VILLAGE/2018-19/22/188 dated 26/07/2021

**AND WHEREAS** the Promoter/Builder submitted necessary revise plan to that effect with Kalyan Dombivali Municipal Corporation and accordingly revised building permission is obtained from Kalyan Dombivali Municipal Corporation under their revised building permission bearing Outward No. KDMC/TPD/BP/27VILLAGE/2018-19/22/300 dated 05/10/2021

**AND WHEREAS** the Promoter/Builder submitted necessary revise plan to that effect with Kalyan Dombivali Municipal Corporation and accordingly revised building permission is obtained from Kalyan Dombivali Municipal Corporation under their revised building permission bearing Outward No. KDMC/TPD/BP/27VILLAGE/2018-19/22/286 dated 13/10/2022

**AND WHEREAS** the Promoter/Builder submitted necessary revise plan to that effect with Kalyan Dombivali Municipal Corporation and accordingly revised building permission is obtained from Kalyan Dombivali Municipal Corporation under their revised building permission bearing Outward No. KDMC/TPD/BP/27VILLAGE/2018-19/22/283 dated 07/12/2023 for the said property and such building permission provides for construction of

**Building No. 1** – Stilt (Part), Ground (Part) + First Floor To Fourteen Floor + Fifteen Floor (Part) (Residential+Commercial)

**Building No. 2** – Stilt + First Floor to Fifteen Floor (Residential)

**Building No. 3** – Stilt + First Floor to Fifteen Floor (Residential)

**Building No. 4** – Stilt + Podiam + Second Floor to Twenty Two Floor (Residential)

**Building No. 5** – Stilt + Podiam + Second Floor to Twenty Two Floor (Residential)

**Building No. 6** – Stilt (Part), Ground (Part) + First Floor (Part) + Eleven Floor To Fifteen Floor (Residential) First Floor (Part) + Second Floor To Ten Floor (For MHADA)

**Club House** – Ground Floor + First to Second Floor

And in pursuance thereof the Promoters have commenced the construction work on the said property;

**AND WHEREAS** in pursuance to the sanctioned plans and permissions, the Promoter is entitled to commence, carry out the construction work on the said property;

**AND WHEREAS** the Promoters declare that the above referred agreements, permissions and sanctions are valid, subsisting and completely in force;

**AND WHEREAS** the Promoter in terms of the above agreements, sanctions and approvals is entitled to develop the said property and carry out the construction of the proposed buildings in the scheme of construction in phase wise manner on the above said property by amalgamating the said property with adjacent pieces and parcels of land seeking, revisions, extensions, expansions, modification from time to time as per the provisions of law and to dispose of the residential flats/units constructed in the buildings on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof and upon such disposal of the flats / shops / office /units to convey the said land together with the building constructed thereon in favour of the cooperative housing society of all those several persons acquiring the respective flats / shops / units.

**AND WHEREAS** the Promoters have further intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase FSI and all other permissible to be used and utilized on the said property as may be granted by the Kalyan Dombivli Municipal Corporation as well as the Promoters have intended to amalgamate the abutting, adjoining and adjacent amalgamated properties thereby forming a single consolidated holding from time to time and further the Promoter have given the clear inspection of the plans and specifications to the Purchasers herein as regards the existing sanctioned buildings and the further proposed expansion, amalgamation and extension the said property.

**AND WHEREAS** the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals, disclosures, further expansions and future development as mentioned hereinabove which is clearly and elaborately brought to the notice and knowledge of the Purchaser herein for which the Purchaser has granted his/her express and irrevocable consent and confirmation for the same.

**AND WHEREAS** relying upon the above recitals and disclosures and the scope of further and future development being understood by the Purchaser to which the Purchaser has granted his/her consent, the Allottee/Purchaser is offered a **flat bearing No.1704 on 17<sup>TH</sup> floor, admeasuring 28.85 sq. meters carpet and balcony area admeasuring 10.32 Sq Meters, OP admeasuring ----- sq. meters in Tower No. 05** of the scheme of construction known as "SEASONS SAHARA" (herein after referred to as the said "premises") being constructed on the said property described in the First Schedule hereunder written.

**AND WHEREAS** the Purchaser after going through the entire disclosures, the future course of expansion and development and also verifying the site of the building and the work of construction and its progress thereof, the site of infrastructural and recreational facilities and amenities and nature and scope thereof and after being satisfied about the same has agreed to enter into this agreement and further expressly and irrevocable declare that he shall not raise any objection, claim, demand or action in respect of the additions, modifications, changes and/or further alterations in the scheme of construction as may be permitted the concerned town planning authorities from time to time and accordingly has granted his/her express and irrevocable consent and confirmation for the same.

**AND WHEREAS** the Promoter has 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;

**AND WHEREAS** the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.



**AND WHEREAS** the Promoters have registered his scheme of construction under the provisions of the real Estate (Regulation & Development Act, 2016 with the Real Estate Regulatory Authority and obtained the Registration bearing No. **P51700020644** dated **30/05/2019** for the **Building No. 3** as per the present sanctioned plan and permission.

**AND WHEREAS** the Promoter also obtained the Registration bearing No. **P51700025218** dated **23/03/2020** for the **Building No. 2** as per the present sanctioned plan and permission.

**AND WHEREAS** the Promoter also obtained the Registration bearing No. **P51700031568** dated **31/10/2021** for the **Building No. 4 & 5** as per the present sanctioned plan and permission.

**AND WHEREAS** on demand from the Purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

**AND WHEREAS** the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Premises are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

**AND WHEREAS** the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

**AND WHEREAS** the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2.

**AND WHEREAS** the authenticated copies of the plans and specifications of the Premises agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

**AND WHEREAS** the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building and the said fact of such stage of progress of construction work, building wise, phase wise completion is also disclosed and brought to the notice and knowledge of the Purchaser herein.

**AND WHEREAS** while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

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

**AND WHEREAS** the Purchaser has applied to the Promoter for allotment of **Flat being No. 1704 on 17<sup>TH</sup> floor in Tower No. 05** in the building known as "**SEASONS SAHARA**" being constructed being constructed on the said property described in the Schedule hereunder written being the said premises.

**AND WHEREAS** the carpet area of the said premises is ----- square meters and "carpet area" means the net usable floor area of the said premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser but includes the area covered by the internal partition walls of the premises.

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

AND WHEREAS prior to the execution of these presents the Purchaser has paid to the Promoter a sum of **Rs 37,50,000/- (Rupees THIRTY SEVEN LAKH FIFTY THOUSAND RUPEES AND ZERO PAISA ONLY)** ,

being part payment of the sale consideration of the premises agreed to be sold by the Promoter to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Premises with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said premises.

**NOW THEREFOR 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 presently as per the sanctioned plans and permissions on the said property described in the Schedule hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1.a. (i) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser, the premises being **flat bearing No. 1704 on 17<sup>TH</sup> floor, admeasuring 28.85 sq. meters carpet and including balcony area admeasuring 10.32 Sq Meters, OP admeasuring ----- sq. meters in Tower No. 05** in the building known as "SEASONS SAHARA" From M/s. SAMARTH SAI BUILDERS AND DEVELOPERS " (herein after referred to as the said "premises") being constructed on the said property described in the First Schedule hereunder written as shown in the Floor plan thereof hereto annexed and marked Annexure D for the price/ consideration of **Rs. 37,50,000/- (Rupees THIRTY SEVEN LAKH FIFTY THOUSAND RUPEES AND ZERO PAISA ONLY)** including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser covered parking spaces bearing No.-----situated at stilt being constructed in the layout for the consideration of Rs.-----.

1(b) The total aggregate consideration amount for the said premises has agreed and assured **Rs. 37,50,000/- (Rupees THIRTY SEVEN LAKH FIFTY THOUSAND RUPEES AND ZERO PAISA ONLY)** to the promoter in the following manner;

- i) Amount of Rs. **3,75,000/-** (10%) (INCLUDING AMOUNT PAID AT TIME OF BOOKING) to be paid to the promoter after the execution of this agreement.
- ii) Amount of Rs. **11,25,000/-** (30%) to be paid to the promoter on completion of the plinth of the building or wing in which the said Flat/Shop/Office/Unit is located.
- iii) Amount of Rs. **1,12,500/-** (3%) to be paid to the promoter on completion of the 4<sup>th</sup> slabs.

- iv) Amount of Rs. 1,12,500/- (3%) to be paid to the promoter oncompletion of the 6<sup>th</sup> slabs.
- v) Amount of Rs. 1,12,500/- (3%) to be paid to the promoter oncompletion of the 8<sup>th</sup> slabs.
- vi) Amount of Rs. 1,12,500/- (3%) to be paid to the promoter oncompletion of the 10<sup>th</sup> slabs.
- vii) Amount of Rs. 1,12,500/- (3%) to be paid to the promoter oncompletion of the 12<sup>th</sup> slabs.
- viii) Amount of Rs. 1,12,500/-(3%) to be paid to the promoter oncompletion of the 14<sup>th</sup> slabs.
- ix) Amount of Rs. 1,12,500/- (3%) to be paid to the promoter oncompletion of the 16<sup>th</sup> slabs.
- x) Amount of Rs. 1,12,500/- (3%) to be paid to the promoter oncompletion of the 18<sup>th</sup> slabs.
- xi) Amount of Rs. 1,12,500/- (3%) to be paid to the promoter oncompletion of the 20<sup>th</sup> slabs.
- xii) Amount of Rs. 1,12,500/- (3%) to be paid to the promoter oncompletion of the 22<sup>th</sup> slabs.
- xiii) Amount of Rs. 3,00,000/- (8%) to be paid to the promoter oncompletion of the Brick work of the said Flat/Shop/Office/Unit.
- xiv) Amount of Rs. 3,00,000/- (8%) to be paid to the promoter on completion of the Internal and External Plaster of the said Flat/Shop/Office/Unit.
- xv) Amount of Rs. 3,37,500/- (9%) to be paid to the promoter on completion of the flooring, plumbing, doors and windows of the building or wing inwhich the said Flat/Shop/Office is located.
- xvi) Balance amount of Rs. 1,87,500/- (5%) against and at the time of handing over of the possession of the Flat/Shop/Office to the purchaser on or afterreceipt of occupancy certificate or completion certificate

The Cheque / DD / Pay order to be drawn in favour of

**M/s. SAMARTH SAI BUILDERS & DEVELOPERS**

A/C No: 921020047210583

IFSC CODE : UTIB0001153

Bank Name : AXIS BANK LTD

Branch : KALYAN (KHADAKPADA)

- 1(d)** The Total Price above excludes all Property Taxes, Land Revenue, Non Agricultural Taxes, Other Taxes (Municipal/State/Federal) and/or other statutory duties (as and when applicable), levies, cesses, charges, deposits, premiums, duties imposed by the statutory authorities, stamp duty, registration charges, layout maintenance charges, club house and other outgoings by any other name in respect of and applicable to the said property, project, building, flat existing on or imposed after the date of the Purchasers Application for Allotment / Request for Allotment, whether payable now and/or in future and / or those which is / are sub-judice, including interest and penalties thereon, including those which may become enforceable retrospectively and computed as per laws/rules/regulations, and shall be to the account and liability of and borne and paid by the Purchaser alone, without any delay/protest, including if such amounts are proposed to be deposited by the Promoter in fixed deposits, if such claims are sub-judice.

- 1(e) The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ 1% per annum for the period by which the respective installment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises.
- 2.2. Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.
- Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said property is 15,080 square meters only and Promoter has planned to utilize Floor Space Index of 46,698.46 sq. meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation as well as future floorspace index by paying the premium calculated at ----- based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of ----- sq. meters as proposed to be utilized by him on the said property in the said Project and Purchaser has agreed to purchase the said Premises

based on the proposed construction and sale of Premises to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 4.1. If the Promoter fails to abide by the time schedule for completing the project and handing over the said premises to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Promoter.
- 4.2. Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the 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 Purchaser committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Premises which may till then have been paid by the Purchaser to the Promoter.

Provided further that upon termination of this Agreement as aforesaid, the Owner/Promoter shall deduct 20% of the total amount of consideration of said premises paid by the Purchaser/s to Owner/Promoter herein as liquidated damages, within period of thirty days of the termination, subject to execution and registration of deed of cancellation by allottee/s/purchaser/s of present agreement for sale.

If allottee/s/purchaser/s failed to execute deed of Cancellation then in such case termination shall be through notice and in such case liquidated damages shall be 50% of amount of sale consideration paid allottee/s/purchaser/s to Owner/Promoter and in caes of termination by notice, there shall not be any need to execute the Deed of Cancellation and/or to obtain order/judgment from court for not be liable to reimburse to the allottee/s/purchaser/s any Government charges such as Stamp Duty, Registration Charges, Service Tax, VAT GST etc. Upon the termination of this agreement, under this clause, the Owner/Promoter shall be at liberty to sell the said premises to any other person, of their choice and at such price as the Owner/Promoter may deem feet and the allottee/s/purchaser/s shall not object to the same.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular details to be provided by the Promoter in the said building and the Premises as are set out in Annexure 'E', annexed hereto.
6. The Owner/Promoter shall give possession of the said premises to the allottee/s/purchaser/s on or before **31/12/2025** If the Promoter fails or neglects to give possession of the Premises to the allottee/s/purchaser/s on account of reasons beyond his control and of his agents by the aforesaid date then the Owner/Promoter shall be liable on demand to refund to the allottee/s/purchaser/s the amounts already received by him in respect of said Premises with interest at the same rate as may mentioned above from the

date the Owners/Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of said premises on the aforesaid date, if the completion of building in which the Premises is to be situated is delayed on account of

- i) Non-availability of steel, cement other building materials, water or electric supply and labour;
- ii) War, civil commotion or Act of God;
- iii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

**7.1** Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the said premises to the Purchaser in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the said premises to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchaser s, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser in writing within on or before three months of receiving the occupancy certificate of the Project.

**7.2** The Purchaser shall take possession of the said premises within 15 days of the written notice from the Promoter to the Purchaser intimating that the said Premises are ready for use and occupancy:

**7.3** Failure of Purchaser to take Possession of Said Premises from the Promoter: Upon receiving a written intimation from the Promoter as per clause 7.1, the Purchaser shall take possession of the said premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said premises to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.

**7.4** If within a period of five years from the date of handing over the said premises to the allottee/s/purchaser/s, the allottee/s/purchaser/s brings to the notice of the Owner/Promoter any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that if, allottee/s/purchaser/s do any damage to coloums and beams has/have made holes, drilled to interior and/or external walls, sajjas etc. nailed while doing interior work or fixing grills or cause damaged to structure,walls in any manner whatsoever then in such case Owner/Promoter shall not be liable and responsible for rectifying such defects and/or paying any compensation to allottee/s/purchaser/s and/or other Purchaser/s in building.

**8.** The Purchaser shall use the said premises or any part thereof or permit the same to be used only for purpose of which it is sanctioned and approved by the municipal authorities. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

**9.** The Purchaser along with other Purchaser(s) of premises in the building shall join in forming and registering the Cooperative Housing Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and

registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organisation of Purchaser. No objection shall be taken by the Purchaser if any; changes or modifications are made in the draft bye-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. The Promoter shall take into consideration the factual aspect as regards the administration, management of day to day affairs of the constructed and completed building and shall form a time frame policy for formation and registration of the cooperative housing society or association or limited and till such time shall call upon the purchasers who have acquired the flats to form an ad-hoc committee for carrying out the day to day administration and management of the said building in which the said premises is situated and shall render their sincere and utmost cooperation to such ad-hoc committee till the formation and registration of the society or association or limited company.

- 9.1. The Promoter after formation and registration of such ad-hoc committee, its administration and management and with the cooperation and support of the purchasers in the building/s shall form and register the cooperation housing society or association or limited company and within three months of such registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Owners in the said structure of the Building or wing in which the said premises is situated and further the Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Owners in the project land on which the building with multiple wings or buildings are constructed.

It is clearly brought to the notice and knowledge of the Purchaser herein that such formation of cooperative housing society or association or limited company and further its transfer of the building and the land underneath it shall always be executed by reserving the overall right, title, interest, possession, increases and incentives in future floor space index and proposed expansion in the scheme of construction as well tangible and intangible benefits, privileges, advantages accrued or to be accrued to the Promoter herein in the entire scheme of construction and such stipulations, covenants, rights and interest shall form an integral part of such transfer and assignment. It is further clearly brought to the notice and knowledge of the Purchaser herein that such transfer and assignment shall not prejudice or cause any hardship, obstruction and hindrance to the Promoter in exercising all the right, title, interest, powers and authorities vested in them in respect of the said entire property, the future course of construction, along with increases, incentives in use, utilization, consumption of the floor space index as may be permitted by the municipal and planning authorities in respect of the entire property and every part thereof as well as their absolute right to sell such additional flats and units to any intending purchaser, enter into agreement, receive and appropriate the sale proceeds thereof and to nominate such purchaser to the membership of the existing cooperative housing society or association or limited company as the case may be without any recourse and consideration to the Purchaser, It is clearly agreed and assured by the Purchaser that the Purchaser is aware of the said contents and fact thereof and in confirmation thereof has granted his express and irrevocable consent for the same.

- 9.2. Within 15 days after notice in writing is given by the Promoter to the Purchaser that the Premises is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined.

The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter provisional monthly contribution amount will be decided at the time of possession towards the outgoings. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Purchaser shall pay on or before delivery of possession of the said premises
  - i) requisite amounts to the Promoters on demand towards legal charges, entrance fees and share capital, society formation charges, Water connection charges, infrastructural charges, electric meter and deposit charges, balcony enclosing charges and other incidental expenses thereto.
  - ii) requisite amount and charges on account of service tax, value added tax, goods and service tax, stamp duty and registration fees and any other taxes and levies as may be imposed by the concerned government and semi-government authorities as and when demanded by the Promoters.
  - iii) provisional outgoings for municipal taxes, water bill, bore-well common electric expenses if any (24 months contribution is to be paid at the time of possession) as well as requisite lift charges and proportionate expenses thereto.
  - iv) electric meter and deposit charges as well as proportionate share for transformer installation and its equipments and accessories thereto.
11. The Purchaser shall pay to the Promoter requisite costs for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance of the building or wing of the building, the allottee/s/purchaser/s shall pay to the Promoter, as the case may be the allottee/s/purchaser/s share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

It is agreed that unless and until the purchaser of various flat/shop/units in the said building/s pay the proportionate amount of stamp duty, registration charges and legal fees, if any, and till all the flat/shop/units are not sold in the said buildings and consideration thereof have received, the Owner/Promoter shall not be obliged to execute or cause to be executed the final deed of conveyance in favour of the co-operative housing society/limited company.

### 13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Purchaser as follows:

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



- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
  - v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
  - vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
  - vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said premises which will, in any manner, affect the rights of Purchaser under this Agreement;
  - viii. The owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement;
  - ix. At the time of execution of the conveyance deed of the structure to the Association of Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;
  - x. The Promoter has duly paid and shall pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
  - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
- 14.** The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the Promoter as follows:-
- i. To maintain the said premises the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the building in which the Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.
  - ii. Not to store in the said premises 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 Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said premises is situated, including entrances of the building in which the said premises is situated and in case  
any damage is caused to the building in which the said premises is situated or the Premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
  - iii. To carry out at his own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention

of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

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

Not to do holes or changes in materials and colour on the exterior walls and chajjas of the premises, Not to fix grills outside the windows, Not to change in external elevation by changing the windows and railing of keeping pots, boards and objects outside the windows or in any other manner whatsoever.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the project land and the building in which the Premises is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Premises is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Premises by the Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and necessary intimation is provided to the Promoter and no objection there for is sought by the purchaser from the Promoter for such transfer and assignment.
- x. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Premises is situated is executed in favour of Society/Limited Society, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit, sums received on account of the

share capital for the promotion of the Co-operative Society or Association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the said property and Building or any part thereof. The allottee/s/purchaser/s shall have no claim save and except in respect of the said premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the builder until the said structure of the building is transferred to the society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned. The Promoter shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Purchaser herein along with the other Purchasers shall not raise any objection for such non-residential use of the premises sold by the Promoters to the intending Purchasers.
17. The Purchaser has seen the layout of the proposed building and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said buildings and accordingly the Purchasers of the premises in the said buildings and the different common organization will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,
18. THE Purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the purchaser.
19. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) Revision the Promoter shall be at liberty and/or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoter in any manner.
20. The Purchaser/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid exemption order, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoter to the Purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the concerned town planning authority and all other concerned government bodies and authorities and also subject to the Promoter's right to make the necessary amendments, variations, modifications and/or changes therein and their right to avail, use, utilize, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in F.S.I. on the said land.
21. The Promoters have brought to the clear notice and knowledge of the Purchaser that during the course of development they shall sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and / or the said building or any part thereof. The Promoter has brought to the notice and knowledge of the Purchaser that during the course of construction/development, the Promoter will avail and procure financial assistance, construction loan, cash credit facilities and other mode of monetary assistance and borrowing by mortgaging the property and the scheme of construction thereby creating

charge, mortgage on the said property and the purchaser is aware of the same and the Purchaser shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoter. However, such charge and mortgage shall be subject to rights of the purchaser under this agreement. The Purchaser further confirm and undertake that he will issue cheques of the installment as specified and in favour in the account banks and financial institutions as nominated and directed by the Promoter. However, such sale, assignment, mortgage, charge, encumbrance and raising of finance, monies for the development of the said property shall always be subject to the rights of the Purchaser/s under this agreement.

22. It is expressly agreed that the Promoter shall be entitled to put a hoarding and / or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Promoter and for the purpose Promoter is fully authorized to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may be and the Purchaser agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Promoter or his nominees shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The Purchaser shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Promoter, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and / or hoardings, neon lights or such installations etc., The Promoter shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the purchaser shall not raise any objection thereto.
23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
24. Notwithstanding any other provisions of this agreement the Promoter shall be entitled at the sole and absolute discretion:
- a) To form a separate cooperative housing society building wise or combined cooperative housing society or condominium of apartment or any other corporate body or bodies of Purchasers to be formed and constituted.
  - b) To decide and determine how and in what manner the infrastructure including the common utility areas such as gardens, open spaces, roads etc. may be transferred and/or conveyed /assigned/leased.
  - c) To provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads, if any.
  - d) To decide from time to time to what extent the building/s along with land appurtenant to its is transferred to the respective body formed.
  - e) To decide from time to time when and what sort of document of transfer should be executed.
  - f) To grant of right of access / way and / or other easement rights to the adjacent buildings, plots of the said entire property.
  - g) To deduct the area of land not in actual possession, land affected by set backs and reservations while executing the deed of transfer, assignment or conveyance.

and the Purchaser has clearly understood the same and in confirmation thereof has granted his / her clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter herein

25. The Promoters have shown the layout of the larger property to the Purchaser and it is agreed and understood by and between the parties that taking into consideration the sanctioned layout the Purchaser covenant with the Promoters as under :-

- i) that as per the sanctioned plans and permissions, the open spaces are to be strictly kept unencumbered and unobstructed.
- ii) fencing, partition, retaining walls will not be constructed between the buildings.
- iii) cable/drainage/telephone lines etc., should be allowed in open space of the building undertaken for development.
- iv) location of electric transformer/ sub-station shall be earmarked/defined by the Architect of the Developers
- v) common amenities and the estimate thereof as well as proportionate share thereto shall be ascertained by the Architect of the Developer.
- vi) the execution of the external compound wall will be as per the design and specification of the architect of promoters and the elevation of the buildings shall not be changed or altered.
- vii) each building shall be maintained in good and proper condition along with the unobstructed right of access.
- viii) it is clearly brought to the notice of the Purchaser herein and the Purchaser herein is clearly made aware that the Promoters have acquired the development rights of the land as described in the Schedule hereunder written however due to the certain reservations and / or set backs the area to be handed over and conveyed to the cooperative housing society and / or the corporate body will not be equivalent to the area of construction availed in the said buildings constructed on the said available land and the Purchaser herein will not raise any objection, hindrance or obstruction such execution of the conveyance and such execution of conveyance shall be executed taking into consideration the buildings constructed in the said property along with the right and interest in the common open spaces, playground etc.,
- ix) the Promoters have also brought to the knowledge of the Purchaser that the property on which the building is constructed forms an integral part of the scheme of construction of the entire property described in the schedule and accordingly the Promoters and the Purchaser herein shall have the rights and interest and benefits of the common open spaces, internal road and access as well as infrastructural facilities of the entire scheme of construction described in the schedule along with the other purchasers of the building in the said scheme of construction and accordingly the Purchaser shall cooperate and extend their sincere participation as well as the contribution of funds for maintenance and other outgoings of the said infrastructural facilities on the said scheme of construction as per the directions and discretion of the Promoters herein.

The Purchaser herein have understood and accepted the above covenants, stipulations and conditions as well the discretion of the Promoters to exercise the same and have granted his / her express and irrevocable consent and confirmation thereto.

26. The Promoters have clearly brought to the notice and knowledge of the Allottee and clearly shown and disclosed to the Allottee that

- i. that in pursuance to the sanctioned plans and permissions, the Promoter is entitled to commence, carry out the construction work of Buildings as presently sanctioned under the building permission granted by the municipal corporation on the amalgamated property described in the Schedule hereunder written and that the Promoters have further brought to the notice and knowledge of the Allottee/Purchaser herein that the common facilities of the present housing scheme will be used, utilized, availed and shared by the intending Allottee of the buildings

to be constructed on the properties described hereinabove as well as other amalgamated properties and the Allottee herein along with the other Allottee will not raise any objection, hindrance and/or obstruction for such use of the above facilities by the other intending Allottee and the Allottee herein has granted his/her express and irrevocable consent for the same and agree and assure that such above covenant shall always remain binding upon him and also the Promoter has clearly brought to the knowledge of the Allottee that they intend to get the said sanctioned plans and specifications modified, revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase floor space index, permissible increases and incentives in floor space index to be used and utilized on the said property as may be granted and approved by the Municipal Corporation from time to time and further the Promoters have given the clear inspection of such plans and specifications to the Allottee herein as regards the existing sanctioned buildings, and the proposed annexed multi-storied buildings or otherwise touching the existing constructed buildings and also further expansion in buildings to be constructed on the said property as permitted by the Municipal Corporation by way of further amalgamation, expansion thereto and the Allottee has gone through the said plans as well as the proposed plans including provision of annexed buildings, touching the existing constructed buildings further expansions and do hereby admit, acknowledge and confirm the said fact of construction of additional buildings, annexed buildings, expansion of buildings on the said property by revision and modification in the plans and designs and have accordingly granted his / her express and irrevocable consent to the Promoters for the same and shall not raise any objection and/or hindrance for construction of such buildings by the promoter. The Allottee/Purchaser herein agree and assure to pay the corpus fund in

- ii. advance as and when demanded by the Promoter irrespective of the completion of the above amenities and facilities and the scheme of construction and will not be withhold the same on any reason whatsoever.
- iii. the Promoters have also shown to the Allottee the entire layout of the said property along with the amalgamation of lands, further expansions as well as future amalgamation and extension thereto, the nature and extent of the land to be handed over to the concerned authorities on account of setback, reservations etc., as well as the potentiality of floor space index to be used on the remaining land and in such eventuality the transfer and conveyance of the land in favour of the cooperative housing society or condominium of apartment owners and/or any corporate body will not be equivalent to the floor space index used, utilized and consume in the buildings to be constructed/constructed thereon and the Allottee is fully aware of the same and have accordingly granted his / her express and irrevocable consent for the same. It is further brought to the notice and knowledge of the Allottee that at the time of execution of conveyance and further transfer proceedings, the area affected by roads and / or reservation will stand deducted as per the due process of law and the net land will be conveyed and handed over to the cooperative housing society on completion of the entire scheme of construction as per the sanctioned plans and permissions as well as further revisions, modifications and alterations therein from time to time and the Allottee do hereby confirm the same and has granted his/her express and irrevocable consent for the same.
- iv. that there will be changes, modifications, further expansions, amalgamation of the adjacent lands in the scheme of construction and its present and future course of the scheme of development on the said property and / or the adjacent property in the manner herein recited
- v. that the Promoters have intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase FSI and all other permissible floor space index to be used and utilized on the said property as may be granted by the Kalyan Dombivli Municipal Corporation as well as the Promoters have intended to amalgamate the abutting, adjoining and adjacent amalgamated properties thereby forming a single consolidated holding from time to time and further the Promoters have given the clear inspection of the plans and specifications to the Allottee herein as regards the

existing sanctioned buildings and the further proposed expansion, amalgamation and extension of the said property.

- vi. that the Promoters in the entire scheme of construction intends to provide Garden (R.G.), recreational facilities and other allied infrastructural common amenities, facilities as the Promoters may deem fit and proper from time to time to the present housing scheme of construction and such facilities and amenities will be used, utilized, availed and shared by all the intending Allottee/Purchasers of the buildings to be constructed on the properties described hereinabove as well as other amalgamated properties which may be purchased from time to time by the Promoters at their own discretion.

And the Allottee/Purchaser has clearly understood the same and in confirmation thereof has granted his / her clear, express, unequivocal and irrevocable consent for the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter herein.

27. The Promoters have also shown to the Purchaser the entire layout of the said property along with the amalgamation of lands, further expansions as well as future amalgamation and extension thereto, the nature and extent of the land to be handed over to the concerned authorities on account of set back, reservations etc., as well as the potentiality of floor space index to be used on the remaining land and in such eventuality the transfer and conveyance of the land in favour of the cooperative housing society or condominium of apartment owners and / or any corporate body will not be equivalent to the floor space index used, utilized and consume in the buildings to be constructed / constructed thereon and the Purchaser is fully aware of the same and have accordingly granted his / her express and irrevocable consent for the same.

28. It is clearly brought to the notice of the Purchaser herein and the Purchaser herein is clearly made aware that the Promoters have acquired the development rights of the land as described in the Schedule hereunder written however due to the certain reservations and / or setbacks the area to be handed over and conveyed to the cooperative housing society and / or the corporate body will not be equivalent to the area of construction availed in the said buildings constructed on the said available land and the Purchaser herein will not raise any objection, hindrance or obstruction such execution of the conveyance and such execution of conveyance shall be executed taking into consideration the buildings constructed in the said property along with the right and interest in the common open spaces, playground etc.,

29. The Promoters have brought to the notice of the Purchaser that they will get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase floor space index and all other permissible floor space index to be used and utilized on the said property as may be granted by the Kalyan Dombivli Municipal Corporation from time to time and further the Promoters have given the clear inspection of the proposed modifications, alterations, plans and specifications to the Purchasers herein as regards the existing sanctioned buildings and the further proposed expansions, modifications and alterations in the scheme of construction and the Purchaser has granted his/her express and irrevocable consent and confirmation thereto and shall not raise any objection, claim, hindrance and obstruction thereto.

**30. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter execute this agreement he shall not mortgage or create a charge on the (Apartment) and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/Purchaser who has taken or agreed to take such (Apartment/Plot).

**31. BINDING EFFECT**

Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as

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

**32. ENTIRE AGREEMENT**

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

**33. RIGHT TO AMEND**

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

**34. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS**

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

**35. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**36. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

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

**37. FURTHER ASSURANCES**

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

**38. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the appropriate office of the Sub-Registrar.



39. The Purchaser and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
40. That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified above.
- It shall be the duty of the Purchaser and the promoter to inform each other their address, email ID or any change in address or email ID subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Purchaser, as the case may be.
41. **JOINT PURCHASERS**  
That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.
42. **Stamp Duty and Registration and statutory taxes and levies:-** The charges towards stamp duty and Registration of this Agreement shall be born by the allottee/s/purchaser/s and he/they will deposit the same with Owner/Promoter as and when demanded. **The cost of flat is inclusive of GST.**
43. **Dispute Resolution:-** Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
44. **GOVERNING LAW**  
That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.
45. This agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under and any other provisions of Law Applicable thereto.

## FIRST SCHEDULE OF THE DEVELOPABLE LAND

### SCHEDULE- I

**Mr. Datta Arjun Gavli** is the owner and well and sufficiently entitled for all that piece and parcel of land laying, being situate at village Pisavali, Tal. Kalyan, Dist Thane, bearing Survey No. 33, Hissa No 11, area admeasuring 1110 sq. Meters within the limits of the Kalyan Dombivali Municipal Corporation hereinafter called and referred as to the **“Property No. 1”**. That the promoter obtained developments rights in respect of said property no. 1.

**Mr. Datta Arjun Gavli** is the owner and well and sufficiently entitled for all that piece and parcel of land laying, being situate at village Pisavali, Tal. Kalyan, Dist Thane, bearing Survey No. 34, Hissa No 9, area admeasuring 1380 Sq. Meter out of total Area 1880 Sq. Meter within the limits of the Kalyan Dombivali Municipal Corporation hereinafter called and referred as to the **“Property No. 2”**. That the promoter obtained developments rights in respect of said property no. 2.

**Mr. Datta Arjun Gavli and Mrs. Shila Datta Gavli** are the owner and well and sufficiently entitled for all that piece and parcel of land laying, being situate at village Pisavali, Tal. Kalyan, Dist Thane, bearing Survey No. 34, Hissa No 10, area admeasuring 710 Sq. Meter out of total Area 1210 Sq. Meter within the limits of the Kalyan Dombivali Municipal Corporation

hereinafter called and referred as to the “**Property No. 3**”. That the promoter obtained developments rights in respect of said property no. 3.

**Mr. Datta Arjun Gavli** is the owner and well and sufficiently entitled for all that piece and parcel of land laying, being situate at village Pisavali, Tal. Kalyan, Dist Thane, bearing Survey No. 34, Hissa No 11, area admeasuring 400 sq. Meters within the limits of the Kalyan Dombivali Municipal Corporation hereinafter called and referred as to the “**Property No. 4**”. That the promoter obtained developments rights in respect of said property no. 4.

**Mr. Datta Arjun Gavli and Mrs. Shila Datta Gavli** are the owner and well and sufficiently entitled for all that piece and parcel of land laying, being situate at village Pisavali, Tal. Kalyan, Dist Thane, bearing Survey No. 34, Hissa No 12, area admeasuring 1260 sq. Meters within the limits of the Kalyan Dombivali Municipal Corporation hereinafter called and referred as to the “**Property No. 5**”. That the promoter obtained developments rights in respect of said property no. 5.

**Mr. Datta Arjun Gavli and Mrs. Shila Datta Gavli** are the owner and well and sufficiently entitled for all that piece and parcel of land laying, being situate at village Pisavali, Tal. Kalyan, Dist Thane, bearing Survey No. 34, Hissa No 14, area admeasuring 2480 sq. Meters within the limits of the Kalyan Dombivali Municipal Corporation hereinafter called and referred as to the “**Property No. 6**”. That the promoter obtained developments rights in respect of said property no. 6.

**Mr. Datta Arjun Gavli and Mrs. Shila Datta Gavli** are the owner and well and sufficiently entitled for all that piece and parcel of land laying, being situate at village Pisavali, Tal. Kalyan, Dist Thane, bearing Survey No. 34, Hissa No 15, area admeasuring 1970 sq. Meters within the limits of the Kalyan Dombivali Municipal Corporation hereinafter called and referred as to the “**Property No. 7**”. That the promoter obtained developments rights in respect of said property no. 7.

**Mr. Datta Arjun Gavli and Shila Datta Gavli** are the owner and well and sufficiently entitled for all that piece and parcel of land laying, being situate at village Adivali Dhokli, Tal. Ambarnath, Dist Thane, bearing Survey No. 24, Hissa No 2, area admeasuring 480 sq. Meters within the limits of the Kalyan Dombivali Municipal Corporation hereinafter called and referred as to the “**Property No. 8**”. That the promoter obtained developments rights in respect of said property no. 8.

**Mr. Datta Arjun Gavli and Shila Datta Gavli** are the owner and well and sufficiently entitled for all that piece and parcel of land laying, being situate at village Adivali Dhokli, Tal. Ambarnath, Dist Thane, bearing Survey No. 24, Hissa No 3, area admeasuring 1060 sq. Meters within the limits of the Kalyan Dombivali Municipal Corporation hereinafter called and referred as to the “**Property No. 9**”. That the promoter obtained developments rights in respect of said property no. 9.

Tukaram Kaluram Bhane (for the area admeasuring 0H-28R-20P) & M/s. Samarth Sai Builders & Developers, a partnership Firm, through its Partner, Dinesh Ramdas Mhatre and Rajesh Chanderlal Methwani (for the area admeasuring 0H-14R-10P) are the owner and well and sufficiently entitled for all that piece and parcel of land laying, being situate at village Adivali Dhokli, Tal. Ambarnath, Dist Thane, bearing Survey No. 24, Hissa No 1, area admeasuring 4230 Sq. Meter within the limits of the Kalyan Dombivali Municipal Corporation hereinafter called and referred as to the “**Property No. 10**” for the sake of brevity more particularly described in the “**FIRST SCHEDULE**” hereunder written, That the promoter obtained developments rights in respect of said property no. 10.

**Property no. 1 to 10 are collectively called project land.**

SECOND SCHEDULE ABOVE REFERRED TO

SCHEDULE-II

All these pieces and parcels of Flat bearing No. 1704 on 17<sup>TH</sup> floor in Tower No.05, Admeasuring 28.85sq. meters carpet along with balcony area admeasuring 10.32Sq Meters, OP admeasuring -----sq. meters in the building known as “ SEASONS SAHARA”

- ANNEXURE - A - Copy of Title Certificate
- ANNEXURE - B - Copy of 7/12 extract and Village Form VI  
(Mutation Entries)
- ANNEXURE - C - 1- Copies of plans & Layout as approved by concerned Local Authority
- ANNEXURE - C - 2- Copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)
- ANNEXURE - D Authenticated copies of the plans and specifications of the said premises agreed to be purchased by the Allottee as approved by the concerned local authority
- ANNEXURE - E - Specification and amenities for the Premises,
- ANNEXURE - F - Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority.

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

SIGNED, SEALED AND DELIVERED

By the within named  
Promoter

**M/s. SAMARTH SAI BUILDERS & DEVELOPERS,**  
through its authority's signatory  
(PAN:ACBFS0635A)

**MR. DINESH RAMDAS MHATRE**  
The Promoters

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Thumb

**MR. RAJESH CHANDERLAL METHWANI**  
The Promoters

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Thumb

**SIGNED & DELIVERED**

by the within named Allottee/Purchaser

1) **MRS. VANITA PRAKASH JADHAV.** \_\_\_\_\_

Sign

Thumb

2) **MR. PRAKASH BHAGA JADHAV.** \_\_\_\_\_

Sign

Thumb

**WITNESS:**

1) \_\_\_\_\_

2) \_\_\_\_\_

**RECEIPT**

Received a sum of **Rs 37,50,000/- (Rupees THIRTY SEVEN LAKH FIFTY THOUSAND RUPEES AND ZERO PAISA ONLY)** from time to time prior to execution of this agreement in the following manner

Amount	Cheque No.	Date	Bank	Branch

from the Allottee herein as and by way of advance / part consideration.

Rs. \_\_\_\_\_/-

I/We say received

**M/s. SAMARTH SAI BUILDERS & DEVELOPERS,**

through its authority's signatory

(PAN:ACBFS0635A)

**MR. DINESH RAMDAS MHATRE** \_\_\_\_\_

\_\_\_\_\_  
(The Party of the First Part)

\_\_\_\_\_  
(The Party of the Second Part)