

AND

1.MR. NARESH DHARMAJI PATIL,

Age 49 years, Occ: Business,

Pan no AJIPP 8029 K

2.MRS. BHAVANA NARESH PATIL,

Age 43 years, Occ: Business,

Pan no ALFPP 0977 R

Both R/at A-101, Shivsagar Co-op Hsg Society, By pass road, Chendare, Alibag 402201.

.....hereinafter referred to as the "PURCHASER" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/their heirs, executors, administrators, assigns and successors etc.) **OF THE SECOND PART;**

AND

MR RAJENDRA BALASANE B SHELKE

Through their PoA

M/S. SHREE SWAMI SAMARTH REALTORS AND INFRASTRUCTURES,

A Proprietary Firm,

having its Registered Office at Plot no 21, Monika Apartment,

Shah Colony, Talegaon Dabhade,

by and through its prop

Mr. Milind Bhagwat Pokharkar,

Age : 40 years, Occupation : business,

(PAN No.AHEPP1137G),

R/ at Plot No 21,Shah Colony,Monika Apatment,Talegaon Station,Pin 410507,

.....hereinafter referred to as the "OWNERS/VENDOR NO 1" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its partners and their respective heirs, executors, administrators, assigns and successors etc.) **OF THE THIRD PART;**

AND

MR NARAYAN LADBHAU KHANDAGE

Through their PoA

M/S. SHREE SWAMI SAMARTH REALTORS AND INFRASTRUCTURES,

A Proprietary Firm,

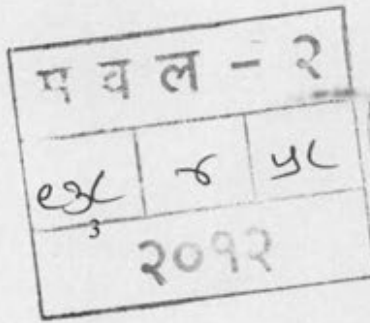
having its Registered Office at Plot no 21, Monika Apartment,

Shah Colony, Talegaon Dabhade,

by and through its prop

Mr. Milind Bhagwat Pokharkar,

Age : 40 years, Occupation : business,



(PAN No.AHEPP1137G),

R/ at Plot No 21,Shah Colony,Monika Apatment,Talegaon Station,Pin 410507,

.....hereinafter referred to as the "OWNERS/VENDOR NO 2"
(which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its partners and their respective heirs, executors, administrators, assigns and successors etc.) **OF THE FOURTH PART;**

WHEREAS, the land more particularly described in the Schedule I hereunder written is owned and possessed by Mr Rajendra Balasaheb Shelke.

AND WHEREAS, vide Development Agreement dated 17/06/2010 the said Mr. Rajendra Balasaheb Shelke assigned all the rights acquired by him, to and in favor of the Developer, M/s Shree Swami Samarth Realtors and Infrastructure through its prop Mr Milind Bhagwat Pokharkar. The said Development Agreement is registered in the office of the Sub – Registrar of Assurances, Lonawala at Serial No. 2602/2010, regarding the property described in the schedule I hereunder;

AND WHEREAS, the said Mr. Rajendra Balasaheb Shelke as the owners also granted a Irrevocable General Power of Attorney to the said M/s Shree Swami Samarth Realtors and Infrastructure through its prop Mr Milind Bhagwat Pokharkar. The said Power of Attorney is registered in the office of the Sub – Registrar of Assurances, Lonawala at Serial No. 2603/2010 dated 17/06/2010, regarding the property described in the schedule I hereunder and also became entitled to further assign their rights thereunder to any other person/s;

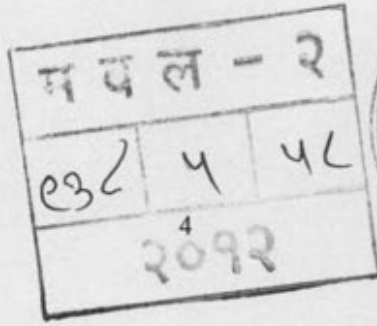
AND WHEREAS, the said M/s Swami Samarth Realtors and Infrastructure through its prop Mr Milind Bhagwat Pokharkar have obtained the development rights of the property described in the schedule I hereunder.

AND WHEREAS, the land more particularly described in the Schedule II hereunder written is owned and possessed by Mr Narayan Ladbhau Khandage.

AND WHEREAS, vide Development Agreement dated 18/08/2011 the said Mr Narayan Ladbhau Khandage assigned all the rights, to and in favor of the Developer, M/s Shree Swami Samarth Realtors and Infrastructure through its prop Mr Milind Bhagwat Pokharkar. The said Development Agreement is registered in the office of the Sub – Registrar of Assurances, Maval at Serial No. 5240/2011, regarding the property described in the schedule II hereunder;

AND WHEREAS, the said Mr Narayan Ladbhau Khandage as the owners also granted a Irrevocable General Power of Attorney to the said M/s Shree Swami Samarth Realtors and Infrastructure through its prop Mr Milind Bhagwat Pokharkar. The said Power of Attorney is registered in the office of the Sub – Registrar of Assurances, Lonawala at Serial No. 5241/2011 dated 18/08/2011, regarding the property described in the schedule II hereunder and also became entitled to further assign their rights thereunder to any other person/s;

AND WHEREAS, the said M/s Shree Swami Samarth Realtors and Infrastructure through its prop Mr Milind Bhagwat Pokharkar have obtained the development rights of the property described in the schedule II hereunder.



AND WHEREAS, the Promoters/ developers in order to develop the said properties described in the schedule I and II, and also that the said properties described in the schedule I and II are adjacent to each other, the said developer amalgamated the said properties and intended to develop the same.

AND WHEREAS, thus, the Owners/Promoters herein are entitled to develop the SAID PROPERTY by constructing multi storied buildings containing ownership flats and or offices and row-houses and further are entitled to sell those various flats/offices/row-houses, etc. hereinafter referred to as the said Unit/s to the prospective purchasers;

AND WHEREAS, the Talegaon Dabhade Municipal Council has sanctioned the building plan hereinafter referred to as the SAID PLAN in respect of the buildings to be constructed at the land more particularly described in Schedule I and II hereunder written, vide its Commencement Certificate bearing No.3891/2011 dated 03/09/2011;

AND WHEREAS, the Hon'ble Collector, Pune, vide his order bearing No. PMA/NA/SR/480/11 dated 25/01/2012 was pleased to grant N.A. permission in respect of the land more particularly described in Schedule I and II hereunder written;

AND WHEREAS, the Promoters intend to sell on 'Ownership' basis, such UNITS to prospective Purchasers;

AND WHEREAS, in pursuance of the aforesaid Scheme, and according to the SAID PLAN, the Promoters are constructing various UNITS over the SAID PROPERTY and have hereby evolved a Scheme of selling UNITS to the Purchaser/s, with a view to either form a Co-operative Housing Society or an Association of Apartment Holders or a Company of the purchasers of various UNITS as the promoters may decide and the Purchasers would abide by the terms and conditions of this Agreement;

AND WHEREAS, the Promoters have appointed an Architects, as M/s Milind Pokharkar And Associates, who have designed the said project and have obtained the required permission from various government and semi-government bodies;

AND WHEREAS the structural designs and drawings of the various UNITS have been prepared by a Structural Engineer, M/S Milind Pokharkar And Associates appointed by the Promoters;

AND WHEREAS the Promoters reserve the right to change the Architect and/or Structural Engineer and appoint a new Architect and/or Structural Engineer in their place;

AND WHEREAS, the Promoters are entitled to sell the UNITS from the said project to be constructed by the promoters and to enter into Agreement/s with the prospective purchasers of the 'UNITS' and to execute the necessary documents for conveyance of the title to the purchasers;

AND WHEREAS, the purchasers demanded from the Promoters and the Promoters have given inspection to the satisfaction of the PURCHASERS of all the available documents of title relating to the SAID PROPERTY, viz., Deed of Conveyance, N.A. order, Title Report, the plans, designs and specifications prepared by the Promoters' Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Construction, Sale, Management and Transfer) Act, 1963 (herein after referred to as the 'SAID ACT') and rules made hereunder;

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AND WHEREAS, the copies of Certificate of Title issued by the Advocate of the Promoters, to the SAID PROPERTY on which the various UNITS are being constructed, the relevant floor plans which is a part of the SAID PLAN approved by the concerned Local Authority and specifications of the 'UNITS' to be purchased by the Purchasers, Commencement Certificate and N.A. order and the same have been annexed hereto with the document respectively;

AND WHEREAS, the Promoters reserve the right to change the SAID PLAN and/or specifications without obtaining prior permission/consultation with the Purchasers, however, in accordance with the relevant prevailing building regulations and bylaws of the concerned Local Authority;

AND WHEREAS, the Promoters have accordingly commenced construction of the said entire project in accordance with the SAID PLAN in the name and style as 'OZONE GREEN' and the Promoter further wishes to construct the various buildings containing residential units therein and accordingly enmark them by the names and style as he decides and the Purchaser hereby agrees the same.

AND WHEREAS, the Purchasers applied to the Promoters for allotment to the Purchasers of a flat bearing No. B-205 in wing " B ", hereinafter referred to as the 'said Unit' to be constructed on the SAID PROPERTY, more particularly described in the Schedule I and II hereunder written, the said unit is more particularly described in the Schedule III hereunder written, and also delineated and marked in Red Ink over the plan which is a part of the SAID PLAN and this relevant plan is attached herewith' ;

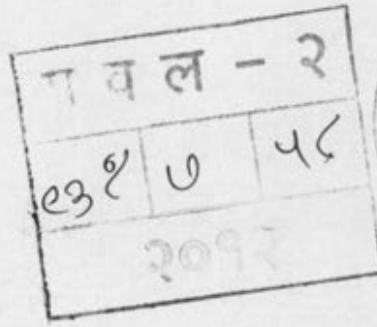
AND WHEREAS, the saleable area of the said Unit is 849 Sq.Ft; equivalent to 78.90 Sq Mt, (the Carpet area of the said unit is admeasuring 594.27 Sq.Ft equivalent to 55.23 Sq mt). And that the Purchasers have understood the concept of the Saleable area and thereafter verified the aforesaid areas and admit the correctness of the same and the said Purchaser shall not raise any objection about the area of the premises to be sold any time in future;

AND WHEREAS, the Promoters agreed to sell to the purchasers, the said Unit for the price or consideration of **Rs.21,64,000/- (Rupees Twenty One Lacks Sixty Four Thousand Only)** as per the payment Schedule more particularly described hereunder written,

AND WHEREAS, prior to the execution of these Presents, the purchasers have paid to the Promoters a sum of Rs. 1,00,000/- (Rupees One Lacks Only) by Cheque bearing No. 285067, Dated 28/10/2011 Drawn on The HDFC Bank, being part payment towards the sale price of the said Unit agreed to be sold by the promoters to the purchasers, which has now been appropriated towards the part payment of the sale price of the said unit, the payment and receipt whereof, the Promoters do hereby admit and acknowledge and the purchasers have agreed to pay to the Promoters balance sale price in the manner hereinafter appearing;

AND WHEREAS, under Section 4 of the SAID ACT, the Promoters are required to execute a written Agreement for sale of the said Unit with the purchasers, being these Presents and also to register the said agreement under the Registration Act at the time decided by the parties on the mutual agreed terms;

AND WHEREAS the parties hereby intend to reduce into writing the terms and conditions agreed by and between them, as under.



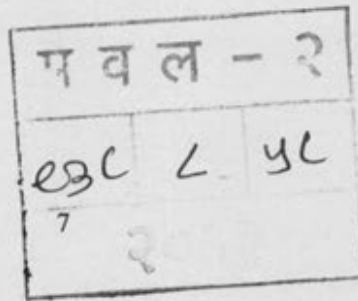
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :-

1. The Promoters shall construct the said building/s consisting of ground and upper floors on the SAID PROPERTY in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Purchasers with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.
2. The Purchasers hereby agree to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser/s the **flat No. B-205** having salable area **849 Sq.Ft**; equivalent to **78.90 Sq Mt**, (the Carpet area of the said unit is admeasuring **594.27 Sq.Ft** equivalent to **55.23 Sq mt**) on **Second Floor**, as shown in the floor plan in wing "**B**", thereof hereto annexed and marked in the plan attaches herewith (hereinafter referred to as the "Unit") for the price or consideration of **Rs.21,64,000/- (Rupees Twenty One Lacks Sixty FourThousand Only)** including the proportionate price of the common areas and facilities appurtenant to the said unit the nature extent and description of the common areas/limited areas and facilities which are more particularly described in the Schedule V hereunder written. The Developer reserves the right to allow the purchaser to park his vehicle in the area to be allotted by the Developer, and the Purchaser shall not raise any objection for the same.

The Purchaser/s hereby agrees to pay the Promoters the Consideration amount of Purchase price of **Rs.21,64,000/- (Rupees Twenty One Lacks Sixty FourThousand Only)** mentioned in this Agreement along with the amount for development charges, and adv maintenance for 2 years and the amount for SDR, VAT and Service Tax as narrated by the Developer, the Purchaser shall pay the consideration amount in the following manner:

Payment Schedule:

20 %	To be paid on or before Registration of Agreement
20 %	To be paid on or before Completion of Plinth
10%	To be paid on or before Completion of 1 st Slab
10%	To be paid on or before Completion of 2 nd Slab
10%	To be paid on or before Completion of 3 rd Slab
10%	To be paid on or before Completion of 4 th Slab
10%	To be paid on or before Completion of Brick work
5%	To be paid on or before Completion of Internal Flooring



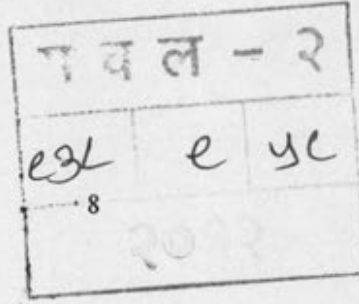
5%	To be paid on or before Completion/Possession
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It is made clear and agreed by and between the parties hereto that the Promoters shall not be bound to follow the chronological order of any of the above said stages/installments and that the Promoters shall be completely at liberty to choose the chronology of the respective stages of the construction. The Promoters are also entitled to merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. It is also explicitly agreed by the Purchaser that he/they shall pay the installments within 7 (seven) days from the receipt of installment demand letter, sent by the Promoters either by ordinary post, or by courier or Under Certificate of Posting or by e-mail at the address mentioned hereinafter of these Presents. The Promoter will be at the liberty to cancel the said agreement after sending the reminder letters for the unpaid dues and in the event the purchaser by way for what so ever reason denies to receive the said demand letter the said Agreement shall automatically stand cancelled.

The parties herein declare that all the aforesaid installments shall be paid in the name of 'M/s Shree Swami Samarth Realtors and Infrastructures'. The parties further declare that timely payment shall be essence of this contract. As such, the Purchaser shall make the payment of all the installments on due dates. The Purchaser shall make payment to the Promoters by Demand Draft or Local Cheques. If the Purchaser makes the payment by outstation cheques then the date of payment shall be treated as and when the amount is duly credited to the account of the Promoters and to the extent the amount as is left for the credit after deduction of the commission/service charges of the bank, if any.

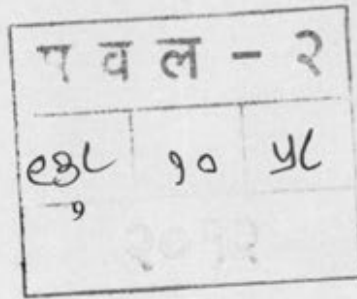
3. The Purchaser/s has agreed to acquire the said unit together with the exclusive right to use and occupy the said open space/terrace/garden on what is known as "OWNERSHIP BASIS";
 - A. The consideration for the aforesaid is included in the consideration payable in respect of the said unit/s by the Purchaser/s to the Promoters under this Agreement. The Purchaser/s shall be entitled to exclusively possess, use, occupy, and enjoy the said garden/terrace/open space if any, in the same way as the said unit/s and the Purchaser/s shall also be entitled to make use of the said open space/garden/terrace if any, in any manner permissible under the rules and regulations of the concerned local authority.
 - B. This Agreement is on the express condition that certain units comprised in the said building/s to be constructed on the SAID PROPERTY have or are being sold subject to the mutual rights of such Purchaser/s with regard to his open space/terrace/garden as aforesaid and that the user of each of such unit/s and the rights in relation thereto of each Purchaser/s shall be subject to all the rights of the other Purchaser/s in relation to his unit/s.

None of the Purchaser/s of the said remaining units shall have any right whatsoever to and shall not use and/or occupy the open space/ terrace/ garden or any part thereof acquired by any Purchaser/s including the



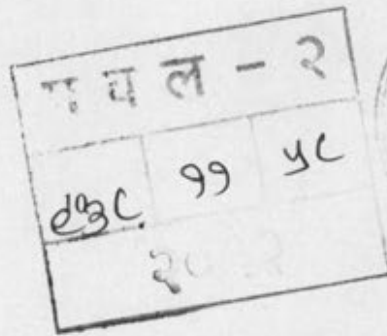
Purchaser/s concerned, as aforesaid nor shall he do or cause to be done anything whereby such Purchaser/s including the Purchaser/s concerned is prevented from using and occupying the said terrace/open space/garden as aforesaid or the rights of such Purchaser/s including the Purchaser/s concerned for the same are in any manner affected or prejudiced, correspondingly, the Purchaser/s covenants that he shall exercise his rights consistently with the rights of the other Purchasers and shall not do anything whereby the Purchaser/s of the other unit/s are prevented from using or occupying exclusively their unit/s including the open space/terrace/garden or whereby the rights of the other Purchaser/s with regard to his unit/s including the terrace/ open space/garden as aforesaid are in any manner affected or prejudiced.

4. The said unit is agreed to be sold subject to :
- a. Any scheme or reservation affecting the SAID PROPERTY or any part or parts thereof made or to be made by any Authority concerned including the terms covenants stipulations and conditions contained in the Agreement/s relating to the SAID PROPERTY.
 - b. Its present user as residential users.
 - c. Any relevant and necessary covenants as may be stipulated by the Promoters for the more beneficial and optimum use and enjoyment of the SAID PROPERTY (i.e. the SAID PROPERTY together with the building/s thereon) in general and for the benefit of any class of holders of any unit/s and other unit/s as the case may be or any part thereof including the absolute and irrevocable right of the Promoters to exclusively and absolutely use and utilize as above enumerated the benefit of any enhanced FSI/FAR or to absorb and consume the TDR rights acquired on any portion/s of the SAID PROPERTY.
 - d. All rights of water, drainage, water courses, light and other easement and quasi or reputed easements and rights of adjoining land Owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The Promoters shall not be required to show the creation of or define or apportion any burden.
 - e. All the covenants and conditions ensuring for the benefit of the said person/s as contained in the Agreement/s made between them and/or the Promoters, the said Order/s passed under the layout and/or sub-division relating to the SAID PROPERTY, Order of conversion and all terms and conditions stipulated by the Promoters in respect of the common areas and facilities and amenities to be provided for the benefits of the SAID PROPERTY or any part/s thereof.
 - f. For the aforesaid purpose and all purposes of and incidental thereto, and/or for the more beneficial and optimum use and enjoyment of the various portions of the SAID PROPERTY and/or any part/s thereof of the Promoters in such manner as may be desired by the Promoters, the Promoters shall be entitled to grant, over, upon or in respect of any portion/s of the SAID PROPERTY, all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, water electricity telephone connections and/or installations and other services in the SAID PROPERTY



and/or any part/s thereof right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the SAID PROPERTY and/or any part/s thereof for the more beneficial and optimum use and enjoyment of the same in such manner as may be desired by the Promoters. The Promoters shall, if they so desire, be also at liberty to form and incorporate one ultimate body hereinafter referred to in respect of the SAID PROPERTY and/or any part/s thereof subject to the same being permissible by the authorities concerned and the Purchaser/s hereby irrevocably consent/s to the same. The term ultimate body shall be accordingly construed wherever such construction is permissible in relation to the said term.

- g. It being made expressly clear that the ultimate body's transfer deed/s in respect of the SAID PROPERTY viz. the said land and/or any part/s thereof with building/s thereon shall contain such provisions which shall be accordingly framed and the burden thereof shall run with the SAID PROPERTY and shall be binding upon all the persons who are the holders of their respective unit/s comprised in the SAID PROPERTY as the Promoters may reasonably require for giving effect to and/or enforcing the said restriction covenants and stipulations.
- h. It is hereby recorded that the consideration factor arrived at between the parties hereto under these Presents is suitably priced keeping into consideration the rights and obligations reserved and vested unto each and therefore the Purchaser shall have no right or remedy to defer or deny any obligation imposed on him since he has availed of the benefit factor of such obligation by reduction in the consideration hereunder.
- a) To amalgamate all the plot from and out of the land more particularly described in the Schedule I and II hereunder written as shall be decided by the Promoters. The Promoters shall provide the copy of the propose plan for amalgamation to the said erstwhile owners and Builders. Upon receipt of the same the said erstwhile owners and Builders shall process the same and shall secure revised sanctioned of the same.
- b) The said erstwhile owners and Builders have undertaken to provide all the requisite signatures, affidavits, declarations, undertakings and such other forms, applications etc. so as to secure amalgamation of the plots from and out of the land more particularly described in the Schedule I and II hereunder written.
- d) The said erstwhile owners and Builders have further undertaken and declared that in the event of the Promoters and/or their nominees, assignees, joint venture partners etc. constructing and/or floating a scheme of ownership flats, bungalows etc. the prospective purchaser of such units shall be joined as members of the society, without payment of any entrance fees, as shall be formed by the said erstwhile owners and Builders in respect of the portion of land from and out of the land more particularly described in the Schedule I and II hereunder written.
- e) The said erstwhile owners and Builders have further declared that the prospective purchasers of the units as shall be constructed at the land more particularly described in the Schedule I and II hereunder written shall be entitled to use the said amenity space to be develop by the said erstwhile owners and Builders at the remaining portion of land more particularly described in the Schedule I and II hereunder written and further shall be entitled to occupy as well



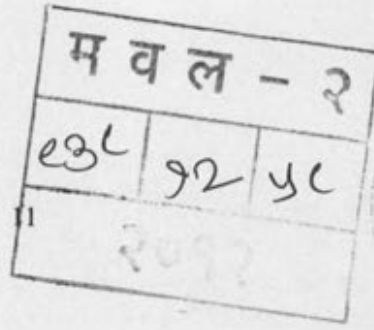
as enjoy the facilities thereat to their benefit without payment of any additional consideration.

8. The Promoters hereby agree that they shall, before handing over possession of the unit/s to the Purchaser/s and in any event before execution of a conveyance form and convey the title of the SAID PROPERTY together with structures in favour of Society/Limited Company/Condominium of Apartment Holders to be eventually formed at the discretion of the Promoters.
9. The Purchaser/s agrees to pay to the Promoters interest @ 18 percent per annum on all the amounts which become due and payable by the Purchaser/s to the Promoters under the terms of this Agreement from the date said amount is payable by the Purchaser/s to the Promoters.
10. The name of the building under construction are and shall always remain as stated above and the name of the Co-operative Society / Limited Company / Condominium of Apartment Holders formed and the SAID PROPERTY hereditaments and premises together with the building/s and other structure constructed thereon shall bear the name as **"OZONE GREEN"**.

The Purchaser's/Co-operative Society/Limited Company/ Condominium of Apartment Holders as the case may be shall not change, alter or modify the said names without the prior written consent of the Promoters at any time. The Purchaser/s shall keep the front side and the rear elevation of the said building/s or other structures in which the said unit is situated in the same position only as the Promoters shall construct and shall not at any time alter the position of the said elevation in any manner whatsoever without the consent in writing of the Promoters. If the Purchaser/s or any other Purchaser/s of the other premises desire/s to put any grills or any windows on other places and/or desires to put Air Conditioners, the same shall be according to the design supplied by the Promoters and in such places or in such manner as may be directed by the Promoters.

In the event of the ultimate body being formed and registered before the sale and disposal of all the units by the Promoters in the said building/s the power and authority of the society so formed or of the flat holders and the purchasers of the other units in the buildings shall be subject to the over-all authority and control of the Promoters in respect of any of the matters concerning the said building/s, the construction and completion thereof and all amenities pertaining to the same and in particular the Promoters shall have absolute authority and control as regards the unsold units and other premises and the disposal thereof. The Promoters shall be liable to pay only the Municipal Taxes, at actuals, in respect of the unsold flats and other premises.

In case the Deed of Conveyance is executed in favour of the Ultimate Body before the disposal by the Promoters of all the flats and other premises in the said building/s, then and in such case the Promoters shall join in as the Promoter/Member in respect of such unsold premises and as and when such premises are sold, to the persons of the choice and at the discretion of the Promoters, (the realizations shall belong to the Promoters alone) the Ultimate body shall admit as members, the Purchasers of such premises without charging any premium or any other extra payment such as transfer fees, development charges etc.



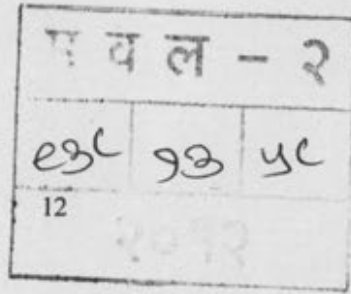
It shall be the option of the Promoters either to have one Ultimate Body in respect of all or different group of Building/s to be constructed by the Promoters as aforesaid on the SAID PROPERTY or on the said layout land and to convey the SAID PROPERTY or the said layout land to such ultimate body/society or to have separate Co-operative Housing Societies/Association of Apartment holders in respect of the different building/s / units to be constructed by the Promoters, in which event, such different building or buildings / units together with the land appurtenant thereto (to the extent and of the dimensions as may be decided upon by the Promoters) shall be conveyed in favour of the separate bodies / Co-operative Housing Societies with adequate means of access to each of such building/s, with provisions for maintenance and repairs, by the societies concerned of the water tanks, water and other pipes and amenities and giving access to the respective building/s. The provisions hereinabove contained in the preceding clause, for conveying the said building/s and the SAID PROPERTY described in the Schedule I and II hereunder written shall be subject to the provisions of this clause.

11. On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoters under this Agreement including his proportionate share of taxes levied by concerned local authority and other outgoings and on the Purchaser/s committing breach of any of the terms and conditions herein contained the Promoters shall be entitled at their own option to terminate this Agreement.

Provided always that the power of termination hereinabove contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser/s fifteen days prior notice in writing of their 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 and default shall have been made by the Purchaser/s in remedying such breach or breaches within a reasonable time after the giving of such notice.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser/s after due deduction towards expenses made by the Promoters, the installments of sale price of the unit/s which may till then have been paid by the Purchaser/s to the Promoters but the Promoters shall not be liable to pay to the Purchaser/s any interest of the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Promoters, the Promoters shall be at liberty to dispose off and sell the unit/s to such person and at such price as the Promoters may in their absolute discretion think fit.

12. The Promoters shall give possession of the unit to the Purchaser/s as per the mutual agreed terms between the parties. If the Promoters fail or neglect to give possession of the unit to the Purchaser/s on account of reasons beyond their control and of their agents as per the provisions of section 8 of Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed in section 8 of the said Act then the Promoters shall be liable on demand to refund to the Purchaser/s the amount/s received by them in respect of the unit/s without interest from the date the Promoters received the sum till the day the amounts is repaid, provided that by mutual consent it is agreed that dispute, whether the stipulation specified in section 8 have been satisfied or



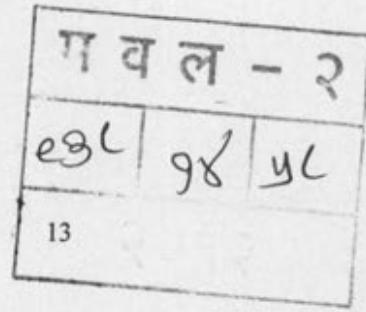
not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount is refunded by the Promoters to the Purchaser/s they shall, subject to prior encumbrances if any, have a charge on the SAID PROPERTY as well as the construction or building in which the unit/s are situated or were to be situated.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of units/ on the aforesaid date, if the completion of building in which the unit/s is to be situated is delayed on account of:

- i. Non-availability of Laborers, steel, cement, other building material, water or electric supply.
 - ii. War, civil commotion or act of God.
 - iii. Any notice, order, rules, notification of the Government and/or other public or Competent Authority.
 - iv. Changes in any Rules Regulations, by-laws of various statutory bodies and authorities from time to time then affecting the development and the said project.
 - v. Delay in grant of any NOC/permission/license/connection installation of any services such as lifts, electricity and water connections and meters to the scheme/flat/road NOC or completion certificate from Appropriate Authority.
 - vi. Delay or default in payment of dues by the Purchaser/s under these Presents (without prejudice to the right of Promoter to terminate this agreement under clause mentioned hereinabove).
 - vii. Delay or default committed by the Purchasers or other Purchasers in making the timely payments of installments, without prejudice to the right of the Promoters to terminate the agreement.
 - viii. Any extra work required to be carried out in the said unit as per the requirement and at the cost of the Purchaser/Purchasers.
 - ix. Restriction on usage of ground water or water supplied from outside by any govt. / statutory body for construction in the event of water scarcity
13. The Purchaser/s shall take possession of the said unit within 7 days of the Promoters giving written notice to the Purchaser/s intimating that the said unit is ready for use and occupation.

Provided further that it is also agreed that the Purchaser/ Purchasers shall not carry out any alterations of whatsoever nature in the said unit or any fittings therein. In particular, it is agreed that the Purchaser/Purchasers shall not tamper with or make any alteration in any of the fittings, pipes, water supply connections or any of the erections in the bath room as this may result in seepage of water and/or affect the strength of the structure. If any of such works are carried out without the written consent of the Promoters, the Purchaser shall not be entitled to the warrantee regarding the defect liability and the alleged defect liability of the Promoters shall automatically stand extinguished.

However if the unit purchaser/s makes any changes/alterations or cause leakages or other structural damages during this period which effects the said unit or the other unit or units in the said building directly or indirectly the same shall be the responsibility of the Purchaser/s and the Promoters shall not



be then liable for such defect liability as contemplated in these Presents and further the Purchaser/s shall be liable to the other unit purchaser/s whose premises have been damaged due to such changes, alterations, leakages etc. together with cost, interest and damages.

14. That the Purchaser/s shall use the unit/s or any part thereof or permit the same to be used for permitted purpose only and he shall use the garage or parking space only for purpose of keeping or parking the Purchaser's own vehicle.
15. The Purchaser/s along with other Purchaser/s of the unit/s in the building/s shall join in forming and registering the society or a Co-operative Society/Limited Company/Condominium of Apartment Holders to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society/Limited Company/Condominium of Apartment Holders and for becoming a member, including the bye-laws of the proposed society and duly filled in, signed and return to the Promoters within 3 days of the same being forwarded by the Promoters to the Purchaser/s so as to enable the Promoters to register the said organization of the Purchaser/s under section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promoters of Construction, Sale, Management and Transfer) Rules 1964. No objection shall be taken by the Purchaser if any changes or modification are made in the draft bye-laws or the Memorandum and/or Articles of Associations 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.
16. Unless it is otherwise agreed by and between the parties hereto the Promoters shall, within four months of registration of the Society or Limited Company/ Condominium of Apartment Holders as aforesaid cause to be transferred to the Society or Limited Company/ Condominium of Apartment Holders all the right, title and the interest of the Owner/ Promoters together with the building/s by obtaining or executing the necessary conveyance in respect of the said building/s in favour of such Society or Limited Company/ Condominium of Apartment Holders as the case may be.
17. Commencing a week after notice in writing is given by Promoters to the Purchaser/s that the unit/s is/are ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the unit/s) of outgoings in respect of the SAID PROPERTY and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or water charges, insurances, common lights, repairs and salaries of clerks, bills, collectors, chowkidar sweepers and all other expenses necessary and incidental to the management and maintenance of the SAID PROPERTY and building/s. Until the Society/Limited Company/Condominium of Apartment Holders is formed and the SAID PROPERTY and building/s transferred to it, the Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser's share has not been determined, the Purchaser/s shall pay to the Promoters provisional monthly contribution of Rs. 300/- per Unit, towards the outgoings. The amount so paid by the Purchaser/s to the Promoters shall not carry any interest and remain

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with the Promoters until a conveyance is executed in favour of the Society/ Limited Co./ Condominium of Apartment Holders as aforesaid. Subject to provisions of section 6 of the said Act, on such conveyance being executed the aforesaid deposits, (less deductions provided for under this Agreement) shall be paid over by the Promoters to the Society or the Limited Company/ Condominium of Apartment Holders as the case may be. The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

As the Promoters will be applying to the concerned authorities for giving separate water connection for the scheme and electricity meters and connections of the Unit of the Purchasers, if there is any delay in obtaining separate water and MSEDCO Ltd. supply connection from the concerned department, then in that case, the Promoters, may provide electrical connection/water supply through a sub-meter or any other temporary arrangement due to which or if there is improper supply of water the Promoters, shall not be held responsible for the same and the Purchasers hereby consent for any temporary arrangements that may be made in the interim period. The Purchasers shall pay the proportionate charges as demanded, determined and decided by the Promoter/Developer. The Promoters, shall be entitled to deduct any dues of such proportionate or entire charges payable by the Purchasers for the above from the Society Deposit, Maintenance Deposit or MSEDCO Ltd. Deposit Accounts for which the Purchasers hereby give consent.

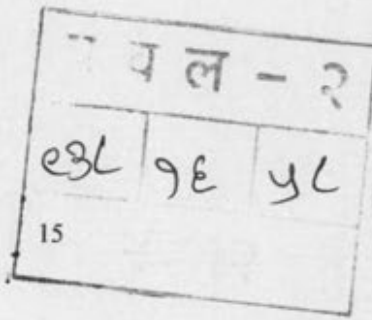
That the Promoters, shall have necessary lien and first charge on the Unit for all amounts that the Purchasers is liable to pay to them under this Agreement and the Promoters, shall be entitle to recover and receive the same from the Purchasers and shall be entitled to withhold giving possession subject to the payment thereof and of the other liabilities relating to taxation or otherwise.

The Promoters have not undertaken any responsibility nor have they agreed anything with the Purchaser orally or otherwise and there is no implied agreement or covenant on the part of the Promoter and the Owner/s than the terms and conditions expressly provided under this Agreement.

18. The Purchaser/s agrees and is bound to pay the amounts an amount of Rs 1,20,000/- (Rupees One Lacks Twenty Thousand Only) other than the agreement cost or the consideration amount and the Purchaser shall on demand by the Promoters and before delivery of possession of the said unit pay the same in the following manner :

- a. Rs. 20,000/- for maintenance of the said building in which the said flat is located for 2 (Two) year from the date of possession and for the common amenities to the Apartment Holders.
- b. Rs.1,00,000/- towards M.S.E.D.C.L. and for the development work carried on the site.

The Purchaser/s agrees and is bound to pay the amount mentioned above and does not have any objection for the same.



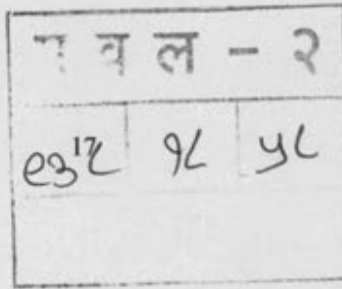
Until separate meters are provided to the individual by MSEDCL and the said Unit shall be given if possible electric connection from the said Building common electric meter, in which case the Promoters reserve their rights to collect additional contribution from the Purchasers towards the electricity charges.

19. The Promoters shall utilize the above sum paid by the Purchaser/s to the Promoters for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-law, Advocates of the said Society/Limited Company/Condominium of Apartment Holders, preparing its rules, regulations, and bye-laws and the cost of preparing and engrossing this Agreement and the Conveyance.
20. At the time of registration, the Purchaser/s shall pay to the Promoters the amount of stamp duty and registration charges payable and if any, by the said Society/Limited Company/ Condominium of Apartment holders in the conveyance or any document or instrument of transfer in respect of the SAID PROPERTY and the building to be executed in favour of the Society/Limited Company/Condominium of Apartment Holders.
21. The terrace or terraces, if any, of the building/s to be constructed on the SAID PROPERTY hereditaments and premises including the parapet walls shall always be the exclusive property of the Promoters or their nominees
22. It is hereby agreed by and between the parties hereto as follows :
 - a. The Purchaser shall not have any objection in the event the Promoters amalgamate any adjacent land with the land more particularly described in the Schedule I and II hereunder written;
 - b. The Purchasers shall never raise any objection in respect of development proposed to be carried out at the space abutting the road, shifting of open space/amenity space, development of remaining land not yet sanctioned by the concerned Local Authority, the sanction of which shall be done only after finalization of the proposed Development Plan of the concerned Local Authority.
23. Provided it does not in any way effect or prejudice the rights of the purchaser/s in respect of the said unit/s under this Agreement, the Promoters shall be at liberty to sell, assign, transfer or otherwise deal with their right, title or interest in the SAID PROPERTY hereditaments and the premises and/or buildings to be constructed thereon.
24. Under no circumstances possession of the said Unit shall be given by the Promoters to the Purchaser/s unless and until all payments required to be made by the Purchaser/s under this Agreement shall have been made to the Promoters.
25. The Purchaser/s himself with intention to bring all person into whosoever hands the unit/s may come doth hereby covenants with the Promoters as follows :

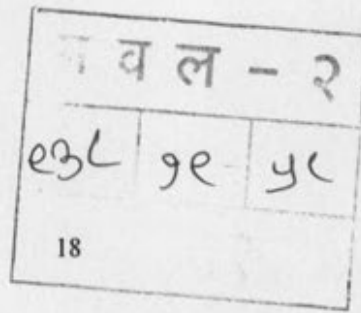
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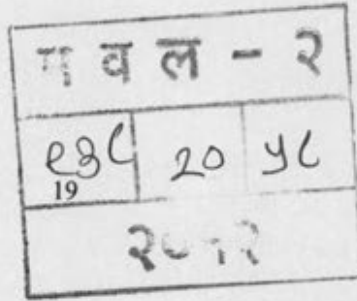
- i. To maintain the unit/s at the Purchaser's own cost in good tenable repair and condition from the date of possession of the unit/s is taken and shall not do or suffered to be done anything in or to the building in which the unit/s is situated or staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the unit/s is situated and the unit/s itself or any part thereof.
- ii. Not to store in the unit/s any goods which are of hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the unit/s is/are situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or are likely to damage the staircase, common passages or any other structures of the building in which the unit is situated, including entrance of the building in which the unit/s is/are situated and in case any damage is caused to the building in which the unit/s is/are situated or the unit/s on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said unit/s and maintain the unit/s in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything to the building in which the unit/s is situated or the unit/s which may be against rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other authority or authorities.
- iv. Not to demolish or cause to be demolished the, unit/s or any part thereof, nor at anytime make or cause to be made any addition or alteration of whatever nature in or to the unit/s or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the unit/s is/are situated and shall keep the portion, sewers, drains, pipes in the unit/s and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other part of the building in which the unit/s is/are situated and shall not chisel or in any manner damage the columns, beams, walls, slabs or R.C.C., pardis or other structural members in the unit/s without the prior written permission of the Promoters and/or the Society/Limited Company/Condominium of Apartment Holders.
- v. Not to do or permit to be done any act, thing which may render void or avoidable any insurance of the SAID PROPERTY and the building/s in which the unit/s is/are situated or any part thereof 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 unit/s in the compound or any portion of the SAID PROPERTY and the building in which the unit/s is/are situated.



- vii. Pay to the Promoters within 3 days of demand by the Promoters, their share of security deposit demanded by concerned local authority or government or for giving water, electricity or any other service connection to the building in which the unit/s is/are situated. Such deposits will lie with the Promoters interest free for the utilization of above purposes.
- viii. To bear and pay increase in local taxes, water charges, electricity, meter deposit and transformer charges, insurance and such other levies or betterment charges, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, either due to any change or amendment in the law or on account of change of user of the unit/s by the Purchaser/s viz. user for any purposes other than for permitted purpose. Such amount until utilization shall lie as interest free deposits with the Promoters.
- ix. The Purchaser/s shall observe and perform all the rules and regulations which the Society/Limited Company/Condominium of Apartment Holders may adopt at its inception and the additions, alterations or amendments thereof that may be done from time to time for protection and maintenance of the said building/s and the unit/s 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.
- x. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/condominium of Apartment Holders regarding the occupation and use of the unit/s in the building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- xi. Till the conveyance of building/s in which the unit/s are situated is executed, the Purchaser/s shall permit the Promoters and their surveyors and agents, with or without workmen and others at all reasonable times to enter into and upon the SAID PROPERTY building or any part thereof to view and examine the state and conditions thereof.
- xii. The Purchasers also agree and affirm to the Promoters that in the event of any claim or demand being made or raised before this Agreement or in future, as regards the applicability or liability to pay any Service Tax or related levy, cess or charge, ancillary or related thereto pertaining to this contract or any other related Agreement between the Promoters and the Purchasers then the burden of such levy, Service Tax, V.A.T cess or charge shall be solely and exclusively upon the Purchaser/s and who shall forthwith pay and tender the same immediately on demand by any such authority and/or by the Promoters without delay and demur and the Purchaser/s shall further keep the Promoters indemnified and harmless against any loss or damage suffered or incurred by the Promoters/s as a result of non-compliance of the Purchaser/s hereof. If such Service Tax or related levy, cess or charge is not paid within prescribed period as demanded by the Authorities and/or Promoters, the Purchasers shall further keep the Promoters indemnified and harmless against payment of interest as per the Act and Penalty thereupon, if any.

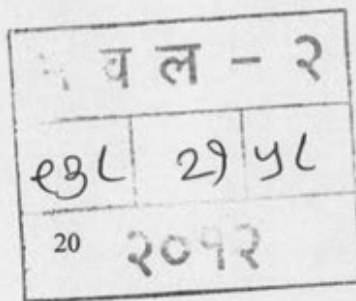


- xiii. The Unit Purchasers shall not let, sub-let, transfer, assign or part with the possession of the said Unit until all the dues payable by the Purchasers to the Promoters are fully paid and subject to condition that the Purchasers is not guilty of breach of any terms or is not guilty for non-observance of any of the terms and conditions of this Agreement and until the Purchasers has obtained prior consent in writing of the Promoters.
26. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser/s as advance or deposits, sums received on account of the share capital for the promotion of the Co-operative Society or a Company and shall utilize the amounts only for the purposes for which it has been received.
27. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said unit or of the SAID PROPERTY and Building/s or any part thereof. The Purchaser/s shall have no claim save and accept in respect of the said unit hereby agreed to be sold to him and all open spaces parking spaces, lobbies, staircase, terraces, recreation spaces etc. shall remain the property of the Promoters until the SAID PROPERTY and building/s are transferred to the Society/ Limited Company/ Condominium of Apartment Holders as herein before mentioned, which shall be done only after completion and sale of the entire project.
28. Before the sale and disposal by the Promoters of all the unit/s, in the said building, the rights, power and authority of the Co-operative Society/ Limited Company/ Condominium of Apartment Holders of the Purchaser/s and other Purchaser/s of other units shall be subject to overall authority and control of the Promoters or any of the matters concerning the said building/s for amenities appertaining thereto and particularly the Promoters shall have absolute authority and control as regards the unsold flats.
29. It is hereby agreed that prior to the Conveyance in favour of the Ultimate body, formed by the Promoters/s at their discretion, the Purchasers shall not, without the prior written consent of the Promoters, transfer, let, or sub-let the said Unit or alienate the same in any manner whatsoever.
30. The Promoters shall be at absolute liberty to buy, purchase, acquire for development any property adjacent to the SAID PROPERTY more particularly described in the Schedule I and II hereunder written. The Promoters shall be further entitled to amalgamate the SAID PROPERTY more particularly described in the Schedule I and II hereunder written with any such other adjacent and/ or adjoining property. In such event the Promoters shall be entitled to construct Ownership flat schemes, Row-houses, Twin Bungalows, Shops, Offices, Recreational Spaces, etc. thereat. The Promoters shall be at absolute liberty to join the Purchasers of such units with the members of the proposed Society/Association of Apartment Holders/ Company to be formed in respect of the said unit to be constructed at the SAID PROPERTY more particularly described in the Schedule I and II hereunder written and the common areas and facilities of either properties shall be used by all the residents, in common.
31. The Purchaser/s shall not be entitled to demand partition of his/her/their interest in the SAID PROPERTY and the building or buildings to be



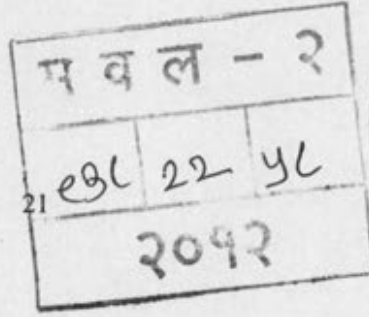
constructed thereon as the same is imposable and it is agreed that the Promoters shall not be liable to execute any deed or any other document in respect of the said unit in favour of the Purchaser/s. All notices, letters and communications to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been served or sent to the Purchaser/s by prepaid post, courier or Under Certificate of Posting or by e-mail at his address mentioned in the agreement.

32. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same be in any manner prejudice the rights of the Promoters.
33. The Purchaser/s shall present at his own cost this agreement as well as the conveyance at the proper Registration office for registration within the limits prescribed by the Registration Act and forthwith inform the Promoters the serial number under which the same is lodged and Promoters will attend such office and admit execution thereof.
34. It is also understood and agreed by and between the parties hereto that the terrace space in front of, on top of or adjacent to the terrace unit/s in the said building/s, if any, shall belong exclusively to the respective Purchaser/s of the terrace unit/s if the same is sold exclusively to the Purchaser/s and such terrace spaces are intended for the exclusive use of the respective terrace Purchaser/s. The said terrace shall not be enclosed by the Purchaser/s till the permission in writing is obtained from the concerned local authority and the Promoters or the Co-operative Society/Limited Company/ Condominium of Apartment Holders.
35. It is also agreed and understood and made clear between the parties that the :
- Unit/s on the ground floor having in its front an open area,
- OR
- Units on the top floor having attached terraces above it.
- If the same have been sold to any Purchaser, the same shall be for the exclusive use by the Purchaser/s of ground floor unit/s / top terrace for the Purchaser/s of the top floor units, who shall keep and maintain the said open space or terrace and keep it open and unbuilt forever, subject, however, the Owner and/or the society or limited company and the local authorities giving prior written permission for construction thereupon.
36. The Purchaser covenants and undertakes that in the event he/she/they have acquired right and interest in open space/terrace/garden they shall be duty bound and under obligation to permit the Promoters and/or the authorized representative of the ultimate body formed to, without let or hindrance, allow right of ingress or egress for laying and/or repairing and/or servicing the common service connections and other paraphernalia situated within such open space/garden/ terrace.
37. The Purchaser/s hereby irrevocably consents and authorizes the Promoters to represent him/her/them in all matters regarding property tax assessment



and reassessment before the concerned Municipal Authorities and decisions taken by the Promoters in this regard shall be binding on the Purchaser/s. The Promoters may till the execution of the Final Deed of Conveyance represent the Purchaser/s and his/her/their interest and give consent, NOC's and do all the necessary things in all departments of concerned Local Authority, Collect orate, Road, Water, BuildingTax Assessment departments, Government and Semi-Government, M.S.E.B., U.L.C. officials, etc. on behalf of the Purchaser/s and whatever acts so done by the Promoters on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s.

38. The Purchaser/s hereby authorizes and allows the Promoters to represent him/her/them for changing the position of Roads, Open spaces, Parking lots, other common amenities, Staircases, Lobbies, Underground/Over ground Water Tanks, Transformers, Garbage, Dust Bins, Septic tank, Sewage Lines, Water Lines etc. as per the Municipal/Promoters requirement and the Purchaser/s shall not take any objection for the same.
39. The Purchaser/s is also aware that the Promoters have not consumed the full F.S.I. and the revised plans shall be submitted as per their requirement and then be entitled to change the entire plans and layout. The Promoters may also increase the number of units, buildings and floors in the building/s in which the Purchaser/s has/have booked his/her/their unit/s or any other building/s as per the requirement of the Promoters.
40. The Promoters alone shall be entitled to claim and receive compensation for any portion of the land and building/s that may be notified for set back/reservation and claim the F.S.I., TDR and compensation available for areas under road/notified reservation prior to the Final Conveyance in favour of the proposed Society/Limited Company/Condominium of Apartment Holders.
41. This agreement shall always be subject to the provisions of the Maharashtra Ownership Flat Act (Act No. XLV of 1963) and the rules made hereunder.
42. This Agreement together with other writings, if any, signed by the parties expressly stated to be supplementary hereto and together with any instruments, if any, to be executed and delivered pursuant to this Agreement constitutes the entire Agreement between the parties and supersedes all prior understanding and writings and may be changed only by a writing signed by the parties hereto.
43. All the expenses for the execution and registration of these Presents, viz., stamp duty, registration fees, out of pocket expenses and other incidental charges are incurred and paid by the Purchasers and the Purchasers shall be under obligation to pay the stamp duty, registration fees, out of pocket expenses and other incidental charges, as shall be required to be paid in respect of the Deed of the Conveyance, as shall be executed in favour of the proposed Co-operative Housing Society or Association of Apartment Holders.
44. The value of the said Unit computes at Rs.14,00,000/- as per Govt. valuation list. However, the Purchasers have agreed to pay total price or consideration of Rs. 21,64,000/- which is higher than the market value. The Purchasers, therefore, have paid stamp, as per Article 25-D of Bombay Stamp Act, 1958.



The Purchasers have incurred and borne and shall incur and bear all necessary expenses, viz., stamp duty, registration fees and out of pocket expenses etc.

SCHEDULE I

THE LAND ABOVE REFERRED TO:

All that piece and parcel of land bearing CTS No. 2972 area admeasuring 27.3 sq mts, CTS No. 2973 area admeasuring 27.3 sq mts, CTS No. 2974 area admeasuring 27.3 sq mts, CTS No. 2975 area admeasuring 27.3 sq mts, CTS No. 2976 area admeasuring 1709.5 sq mts, CTS No. 2967 area admeasuring 45.5 sq mts totally admeasuring 1864.20 sq mts. situated at village Talegaon Dabhade, Taluka Maval, District Pune and within the limits of Talegaon Dabhade Municipal Council and the said land is bounded as follows, that is to say:

On or towards the EAST : Property belonging to Shree Kate & Ghule
On or towards the SOUTH : S no 698
On or towards the WEST : CTS no 2891/27, road, 2891/28
On or towards the NORTH : CTS no 2977, 2978, 2964

SCHEDULE II

THE SAID LAND ABOVE REFERRED TO:

All that piece and parcel of land bearing CTS No. 2913 area admeasuring 1784.70 sq. mtrs, and CTS no 2914 area admeasuring 164 sq mts totally admeasuring 1948.70 sq mts. situated at village Talegaon Dabhade, Taluka Maval, District Pune and within the limits of Talegaon Dabhade Municipal Council and the said land is bounded as follows, that is to say:

On or towards the EAST : CTS no 2988 & 2989
On or towards the SOUTH : CTS no 2812, 2882, & 2911
On or towards the WEST : CTS no 2976
On or towards the NORTH : CTS no 2971

SCHEDULE III

THE UNIT/FLAT ABOVE REFERRED TO :

A Flat bearing No. B-205, at the Second floor from the Wing " B " being constructed at the land more particularly described in Schedule I and II ,hereinabove written and the said flat Salable area is admeasuring 849 Sq.Ft; equivalent to 78.90 Sq Mt, (the Carpet area of the said unit is admeasuring 594.27 Sq.Ft equivalent to 55.23 Sq mt).

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IN WITNESS WHEREOF, THE PARTIES ~~HERETO~~ HAVE HEREUNTO SET AND SUBSCRIBE THEIR RESPECTIVE HANDS AND SEALS THE DAY AND YEAR FIRST THEREIN ABOVE MENTIONED.

Signed, Sealed and Delivered by Party of 1st Part
By the within named BUILDERS/ PROMOTERS

M/S. SHREE SWAMI SAMARTH REALTORS
AND INFRASTRUCTURES,
by and through its prop
Mr. Milind Bhagwat Pokharkar,

MB Pokharkar

Signed, Sealed and Delivered by Party of 2nd Part
By the within named PURCHASER/S,

1. MR. NARESH DHARMAJI PATIL

2. MRS. BHAVANA NARESH PATIL

N. Patil

B. Patil

Signed, Sealed and Delivered by Party of 3rd Part
By the within named OWNER/ VENDOR NO 1

MR RAJENDRA BALASANE B SHELKE
Through PoA
M/S. SHREE SWAMI SAMARTH REALTORS
AND INFRASTRUCTURES,
by and through its prop
Mr. Milind Bhagwat Pokharkar,

MB Pokharkar

Signed, Sealed and Delivered by Party of 4th Part
By the within named OWNER/ VENDOR NO 2

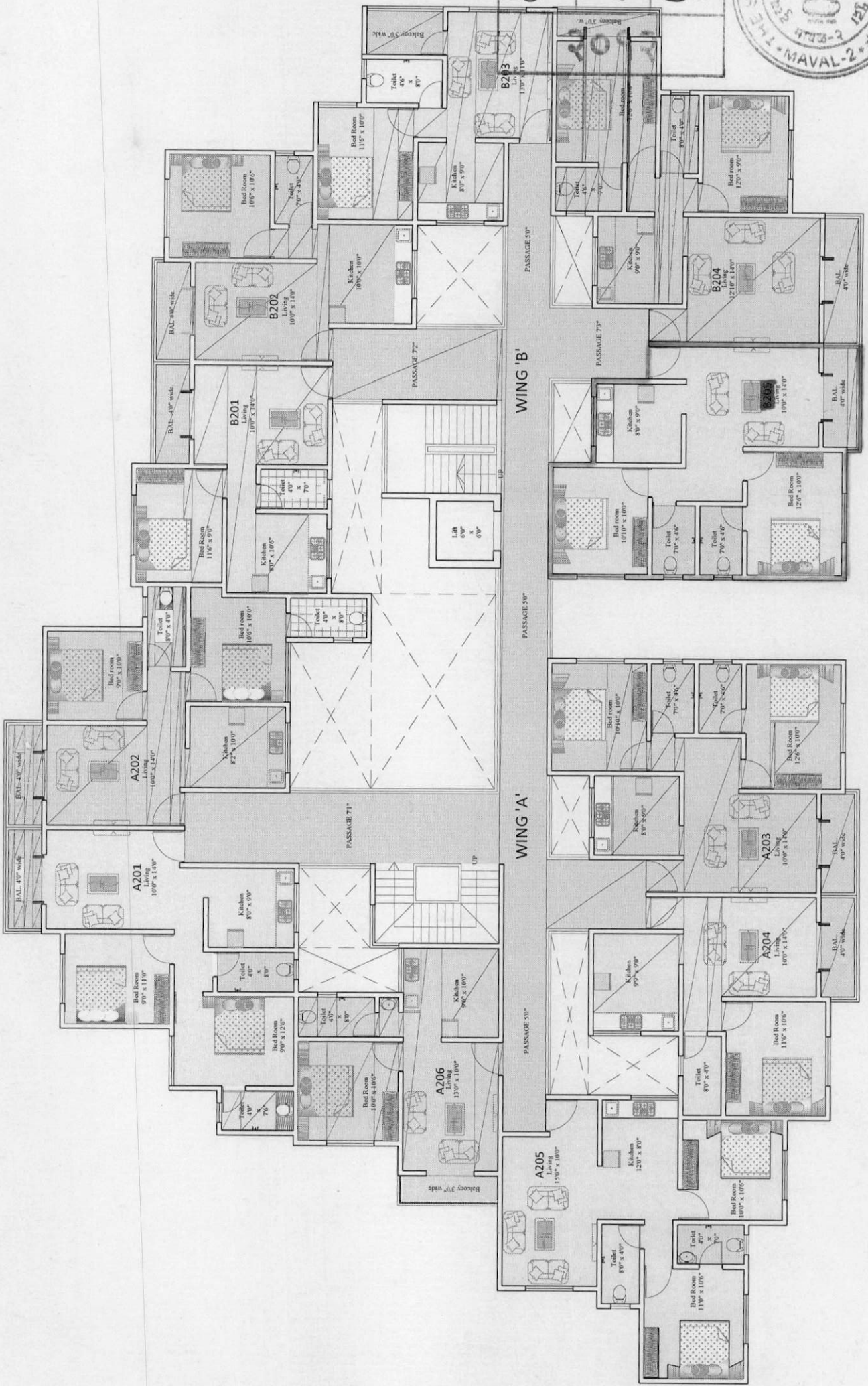
MR NARAYAN LADBHAU KHANDAGE
Through PoA
M/S. SHREE SWAMI SAMARTH REALTORS
AND INFRASTRUCTURES,
by and through its prop
Mr. Milind Bhagwat Pokharkar,

MB Pokharkar

WING 'A' & 'B'

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Second Floor Plan
" OZONE GREENS "

AMENITIES & SPECIFICATIONS

- RCC FRAMED STRUCTURE
- EXTERNAL / INTERNAL WALL WILL BE IN 6"X4" MASONRY
- MAIN ENTRANCE GATE FOR CAMPUS WITH SECURITY CABIN
- LIFT WITH GENERATOR BACKUP
- LANDSCAPED GARDEN
- SENIOR CITIZEN PARK
- CHILDRENS PLAY AREA
- SPACIOUS PARKING AREA
- ALL TERRACES WILL BE USED FOR RAIN WATER HARVESTING
- POWER BACKUP FOR COMMON AREAS
- INTERNAL ROADS IN CONCRETE / PAVING BLOCKS
- SPACIOUS PARKING AREA
- KITCHEN PLATFORM WITH GRANITE TOP AND STAINLESS STEEL SINK

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- 2 X 2 VITRIFIED FLOORING
- CONCEALED WIRING WITH MODULAR SWITCHES
- POWDER COATED 3 TRACK WINDOWS WITH MOSQUITO NET
- SAFETY GRILLS
- LAMINATED MAIN DOORS WITH ELEGANT FITTINGS
- INTERNAL WALLS WILL BE SMOOTH FINISH USING SAINT GOBAIN GYPSUM FINISHING
- P.O.P. FOR LIVING ROOM
- ANTI – SKID TILES IN BATHROOM AND TOILETS
- PROVISION FOR EXHAUST FAN IN KITCHEN
- OIL BOUND FOR INTERNAL WALLS & CEMENT PAINT FOR EXTERNAL
- PROVISION FOR INVERTOR
- PROVISION FOR GEYSER
- PROVISION FOR AQUA GUARD WATER FILTER
- PLUMBING FITTINGS OF APPROVED QUALITY

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