Pane Hønjewadi Proporty

-



2:27:02 PM

गावाचे नाव

पावती

Original नॉदणी 39 म. Regn. 39 M

पावती क्र.: 6087

दिनांक 09/12/2011

दस्तऐवजाचा अनुक्रमांक

दस्ता ऐवजाचा प्रकार

2011

सादर करणाराचे नावःगोपाळ चिं

नोंदणी फी

30000.00

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (87)

1740.00

एकुण

31740.00

आपणास हा दस्त अंदाजे 2:41PM ह्या वेळेस मिळेल

मोबदलाः ४२२६५०० . निबधंक, मुळशी (पौड) बाजार मुल्य: 2515625 रु.

भरलेले मुद्रांक शुल्क: 84600 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बॅकेचे नाव व पत्ता: HDFC बॅक मुंबई;

डीडी/धनाकर्ष क्रमांक: 958554; रक्कम: 30000 रू.; दिनांक: 08/08/2011



दुय्यम निबंधक: मुळशी

दस्तक्रमांक व वर्ष: 5932/2011

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Regn. 63 m.e.

गावाचे नाव : माण

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) मोबदला रू. 4,226,500.00

बा.भा. रू. 2,515,625.00

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

(1) वर्णनः प्रभावक्षेत्र मुल्यांकन विभाग क्र. 27.1 दर 21000/- प्रती चौ.मी.+ पार्कींग दर फ्लॅट

गांव मौजे माण येथील राजीव गांधी इन्फोटेक पार्क मधील प्लॉट नं. आर -1/1,आर 1/2,आर 1/3,आर 1/4 या मिळकतीवर बांघलेल्या मेगा - पॉलिस मधील सनवे इमारत क्र. ए-3 मधील अकराव्या मजल्यावरील फ्लॅट नं.1104 यासी एकुण चटई क्षेत्र 964 चौ.फुट म्हणजेच 89.59 चौ.मी. +एक कार पार्कींग वापराचे हक्कासह (1)

(3)क्षेत्रफळ

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(5) दस्तऐवज करून देण्या-या ों प्रिम्सस प्रॉपर्टीज प्रा.लि. (AAECP 420E)तर्फे संचालक श्री.मनिष विमलकुमार जैन किंवा अधिकत सुनिकरणार निखिल गोखले यो नार्फे वि.कु.मू.म्हणून मोनिका फणसे . .; पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनासाँ रूवाः ईमारवीचे जावः हिमारत नं: .; पेठ/वसाहत: हडपसर; शहर/गाव

PD2236Q.

नं: सदर;

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

व संपूर्ण पत्ता

(7) दिनांक (8)

नोंदणीचा (9) अनुक्रमांक, खंड व पृष्ठ

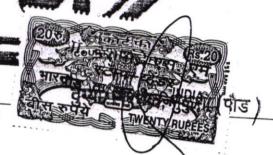
(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

(11) बाजारभावाप्रमाणे नोंदणी (12) शेरा

(1)

(2) उपा नापाळ दाणी .; घर/फुर्वेंद्र

जिल्हान्त स्थाप्यानि जा



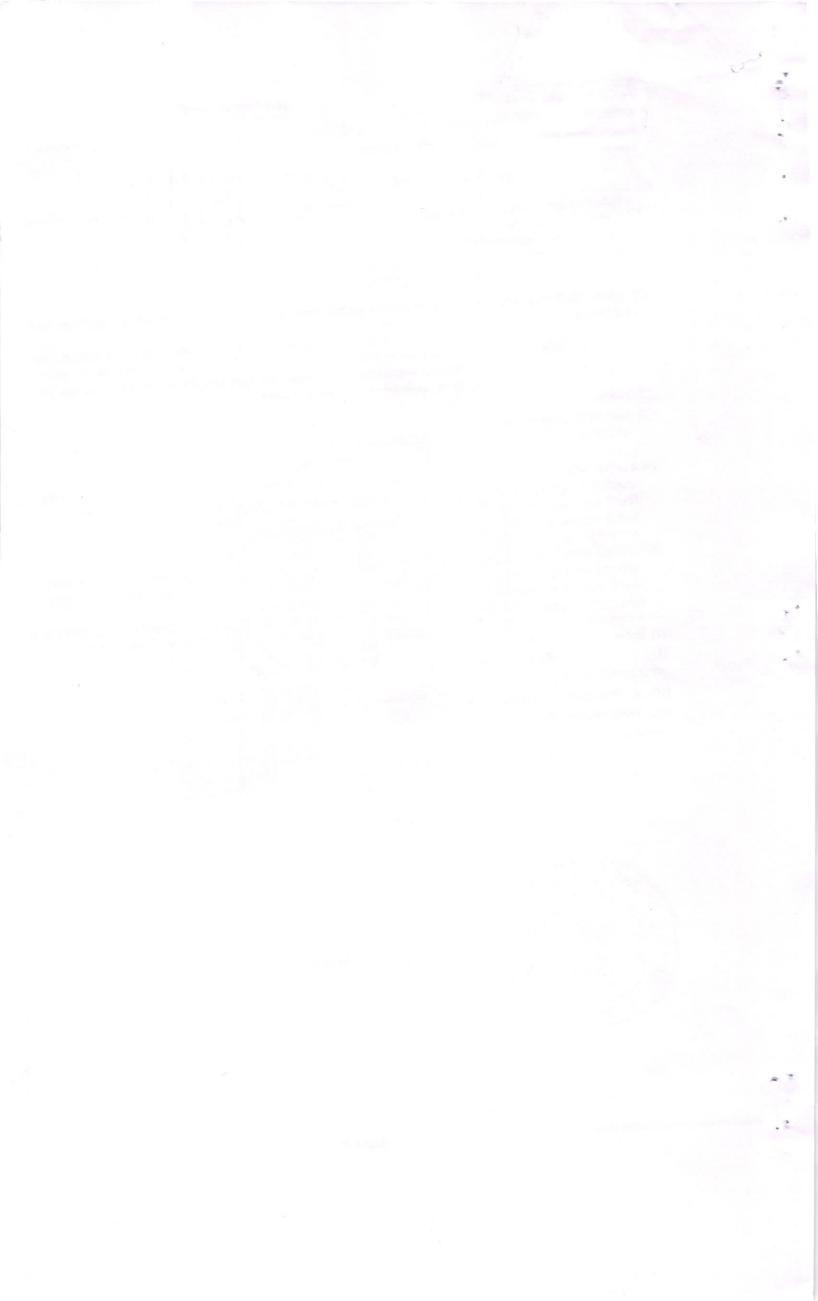
ि/रस्ताः .; ईमारतीचे नावः .; ईमारत नं: तुनुंड पुर्व, ; शहर/गावः मुंबई ; तालुकाः

रिस्ताः .; ईमारतीचे नावः .; ईमारत नं: .;

1; पॅन नम्बर: ADXPD4212F.



दुय्यम निबंधक, मुळशी (पौड)





INDIA NON JUDICIAL Government of Maharashtra

e-Stamp



Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-MH05499277457016J

08-Dec-2011 01:27 PM

SHCIL (FI)/ mhshcil01/ PUNE/ MH-PUN

SUBIN-MHMHSHCIL0105924866380730J

MR GOPAL CHINTAMAN DANEE

: Article 25(b)to(d) Conveyance

VILLAGE-MAAN, MEGAPOLIS, CLUSTER-SUNWAY, BLDG NO.A-

3, FLAT, NO.1104

42,26,500

(Forty Two Lakh Twenty Six Thousand Five Hundred only)

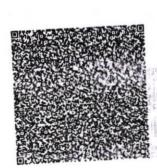
MESSERS PEGASUS PROPERTIES PVT LTD

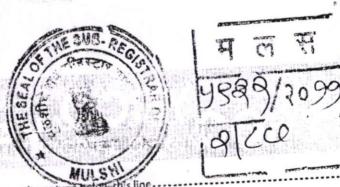
MR GOPAL CHINTAMAN DANEE

MR GOPAL CHINTAMAN DANEE

84.600

(Eighty Four Thousand Six Hundred only)







The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs). The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com".



SHCIL-MAHARASHTRA

SHCIL, 301, CENTER POINT, DR. B. AMBEDKAR ROAD, PAREL, MUMBAI, MUMBAI, Maharashtra, INDIA, PIN CODE - 400012

Tel: 022-61778151

Mode of Receipt

Account Id

mhshcil01

Account Name SHCIL-MAHARASHTRA

Receipt Id

RECIN-MHMHSHCIL0105249087197650J

Receipt Date 08-DEC-2011

Received From MR GOPAL CHINTAMAN DANEE Instrument Type DD	Рау То	
	Instrument Date 08-AUG-2011	
	Instrument Amount 84600 (Eighty Four Thousand Six Hundred only	
Instrument 958553 Number	Instrument Amount of the Control of	
Drawn Bank Details		
Bank Name HDFC BANK	Branch Name PUNE	
Out of Pocket Expenses 0.0 ()		



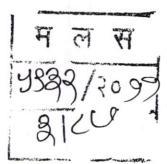


AGREEMENT TO SELL FLAT

THIS AGREEMENT TO SELL FLAT IS MADE AND EXECUTED AT PUNE ON THIS DAY OF __DECEMBER __ IN THE YEAR TWO THOUSAND _ELEVEN.







Name of the Purchaser/s:

MR. GOPAL CHINTAMAN DANEE

MRS. USHA GOPAL DANEE

Age: 41 / 36 years

Occupation: C.A. / C.A.

Address of the Purchaser/s:

B / 4, VISHAKHA, CHAFEKAR BANDHU MARG,

MULUND (EAST), MUMBAI - 400081.

Building No.: A-3

Flat No.: 1104 Floor: ELEVENTH

Carpet Area Admeasuring: 964 Sq.Fts. i.e. 89.59 Sq.Mtrs.

'MEGAPOLIS' CLUSTER - "SUNWAY"

Situation and Location

HINJEWADI

User rights of car

ALLOTTED NO.

parking space

Price of accommodation

Rs. 42,26,500/-

Rupees in words

FORTY TWO LACS TWENTY SIX

THOUSAND FIVE HUNDRED ONLY

Earnest Money

: Rs. 2,00,000/-

Rupees in words

TWO LACS ONLY

By Cheque No.

923717

Dated

04/06/2011

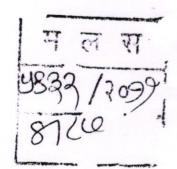
Drawn on

HDFC BANK LTD., PUNE.

(elling







BETWEEN

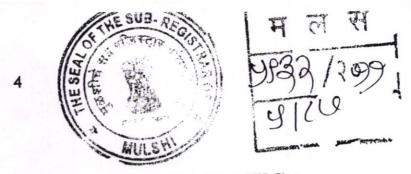
PEGASUS PROPERTIES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having their place of office at, 2413, East Street, 1st Floor, Pune - 411001, Maharashtra, India through its authorised Director SHRI. MANISH VIMALKUMAR JAIN AND/OR the authorised signatory on behalf of the Company SHRI. NIKHIL GOKHALE hereinafter called "the Developers" / "Promoters" (which expression shall unless the context does not so admit include their survivors or survivors/its successor or successors in business and permitted assigns and the heirs, executors, administrators, and permitted assigns of such last survivor) or the PARTY OF THE FIRST PART.

AND

MR. GOPAL CHINTAMAN DANEE, Age: 41 Years, Occupation: C.A. AND MRS. USHA GOPAL DANEE, Age: 36 Years, Occupation: C.A. Residing at :- B / 4, VISHAKHA, CHAFEKAR BANDHU MARG, MULUND (EAST), MUMBAI - 400081. Hereinafter referred to as "The Purchasers" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Purchaser, his/her/their heirs, executors, successors, administrators and assigns) PARTY OF THE SECOND PART.

WHEREAS the Developers are well and sufficiently entitled to the leasehold rights in respect of all the piece or parcel of land known as Plot No. R-1/1 admeasuring 196862.71 Sq.mtrs. or thereabouts, Plot No. R-1/2 admeasuring 292830 Sq.mtrs. or thereabouts, Plot No. R-1/3 admeasuring 51845.77 Sq.mtrs. or thereabouts and Plot No. R-1/4 admeasuring 18462 Sq.mtrs. or thereabouts in the Rajiv Gandhi Infotech Park Hinjewadi, within the village limit of Maan and outside the limits of Pimpri Chinchwad Municipal Corporation, Taluka Mulshi, District Pune more particularly described in the Schedule - IA to ID written hereunder and which lands are hereinafter jointly and collectively referred or called as "the said entire land" for the sake of convenience.

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AND WHEREAS the Maharashtra Industrial Development Corporation (MIDC) a Corporation constituted under the Maharashtra Industrial Development Act. 1961 (MAH.III of 1962) having its Office at Orient House, Adi Merzban Path, Ballard Estate, Bombay 400038 has vide a lease deed dated. 30th August 2007 which is registered in the office of Sub-Registrar Mulshi at Serial No. 6078/2007 demised the said entire land unto and in favour of the Developers herein for a period of 95 years (Ninety Five Years) computed from 1st March 2007 upon the terms and conditions in the manner mentioned therein hereinafter referred to as "the said lease deed".

AND WHEREAS by virtue of the aforesaid Lease Deed executed in favour of the Developers, the Developers are fully entitled to use, occupy and possess the said entire land develop the said entire land which is more particularly described in the Schedule - IA to ID written hereunder and to construct buildings upon the said entire land as per plans sanctioned by MIDC and to enter into are also entitled to enter into Agreement/s for Sale with the prospective purchaser/s of the plots, bungalows, flats, units, tenements IT PARKS, etc. to be constructed/ developed on the said entire land and to receive the sale proceeds thereof; in accordance with and subject to terms and conditions mentioned in the said lease deed dated 30/08/2007.

AND WHEREAS the developers have decided to carry out development and construction on the said entire land in phase wise manner / different phases over a span of period of 15 (Fifteen) years from the date of obtaining the sanction/approvals of the layout / building plans etc. from the MIDC, However subject to provisions of clause 11.2 appearing below under the name and style / known as "MEGAPOLIS" and for this purpose and intent the said MEGAPOLIS is laid out into various Clusters each bearing a different name and each cluster consists of Flats / Tenements / Apartment /Units/ spaces etc, open spaces, "internal roads etc.

AND WHEREAS the Developer has retained with itself the portion of land admeasuring 28000 sq. mtrs. (in words twenty eight thousand square meters)

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being the area under amenity space in respect of the said entire land which is shown in the plan annexed hereto (and all ancillary structures and amenities appurtenant thereto and the land appurtenant thereto). The Developers shall be entitled to transfer the rights, and interest and possession of the Developer in respect of the said amenity space area admeasuring 28000 sq. mtrs. unto any person / third party on such terms and conditions as the Promoters may from time to time decide. The facility to the purchaser herein for use of the said Amenity Area shall be subject to the contractual obligations between the Purchasers and the Promoters which is entirely at the discretion of the Developers and optional and subject to such Rules, Regulations, restrictions and payment of requisite charges as may be framed by the promoters and the Purchasers shall abide by the same.

AND WHEREAS the Developers have now proposed to carry out the development on a portion of land admeasuring about 45067 Sq.mtrs. out of the total area of the plot bearing No. R-1/1 admeasuring 196862.71 Sq.mtrs. (In Words One Lakh Ninety Six Thousand Eight Hundred Sixty Two Point Seventy One Square Meters) out of the Said Entire Land. The said portion admeasuring 45067 Sq. mtrs. is excluding the area of land admeasuring 28000 Sq.mtrs. (In Words Twenty Eight Thousand Square Meters) under the amenity space in respect of the said entire land as shown in the plan annexed hereto.

AND WHEREAS the proposed development by the Developers includes construction of multi-storeyed building/s consisting of flats, units, tenements etc. on the said portion of land admeasuring 45067 Sq. mtrs. (approximately) out of the total area of the Plot No. R-1/1 admeasuring 196862.71 Sq.mtrs. (In Words One Lakh Ninety Six Thousand Eight Hundred Sixty Two Point Seventy One Square Meters) out of the Said Entire Land.

AND WHEREAS the said portion of land admeasuring 45067 Sq. mtrs. (approximately) which is being presently developed by the developers is more particularly described in the Schedule - II written hereunder and is hereinafter referred to or called as the "Said Land" and is delineated in red ink on the

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plan annexed hereto as Annexure - A for the sake of convenience, as per the layout plans, building plans which are sanctioned and which may hereafter be sanctioned / revised by the concerned competent authorities, and to sale the bungalows, plots, flats, units, tenements, etc., constructed on the said land to any prospective purchasers, subject to terms and conditions of the said lease deed dated 30/8/2007.

AND WHEREAS the Developers propose to utilise the Floor Space Index (F.S.I.) of the Said land i.e. the land described in Schedule - II admeasuring 45067 Sq.mtrs. as well as the maximum permissible proportionate F.S.I. allowed to be utilised for construction on the said land from and out of the total F.S.I. of the said entire land on the said land (presently available as well as the F.S.I. which may become available at any time hereafter on account of any change in the policies, rules etc.) as per the prevailing rules and regulations that are existing and which may be amended from time to time.

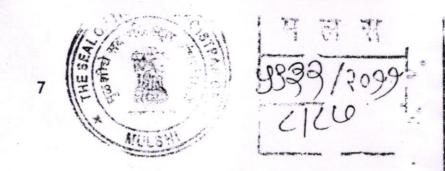
AND WHEREAS the proposed ownership Building/s i.e. the cluster to be constructed on said land shall be called or known as "SUNWAY" (hereinafter referred to as "THE SAID BUILDING PROJECT" / OR THE SAID BUILDING/S).

AND WHEREAS the Developers have appointed Architect Anil Kulkarni of Pune as their Architect and J + W Consultants as the Structural Engineer for the preparation of the structural designs and drawings of the said building/s. The Developers accepts the professional supervision of Architect and the Structural Engineer till the completion of the said building/s but the Developers herein have reserved the right to change such Architect and Structural Engineers during the construction or before the completion of the building/s.

AND WHEREAS the Purchaser/s demanded from the Developers, and the Developers have given inspection to the Purchaser/s of all the documents of title relating to the said entire land the said complete scheme (known as MEGAPOLIS) and the Cluster being presently developed in Phased manner which

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is known as "SUNWAY", and the plans, designs and specifications prepared by the aforesaid Architects of the Developers, and the copies of various orders and / permissions and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, and the rules made there under;

AND WHEREAS the copy of the Title Report issued by the Advocate of the Developers, in respect of the said entire land on which the flats /offices / Bungalows units/tenements / parking spaces are constructed or to be constructed and the copy of the plans and specifications of the flat agreed to be purchased by the Purchaser/s and approved by the concerned sanctioning authority (MIDC) have been annexed hereto & marked as Annexure "B" and "C" respectively;

AND WHEREAS after the Purchaser's enquiry, the Developers requested the Purchaser/s to carry out independent necessary search by appointing his/her/their own Advocate and to ask any queries he/she/they had regarding the title and the nature of the title and the Purchaser/s has / have satisfied himself / herself / themselves about the marketable title and rights of the Developers in respect of the said property / said entire land and therefore, agreed to purchase one Flat Tenement more particularly described in Annexure 'D' annexed hereto and hereinafter for the sake of brevity and convenience referred to as "THE SAID FLAT");

AND WHEREAS the Purchaser/s is/are aware of the fact that the Developers have entered or will enter into similar and/or separate Agreement/s with several other person/s and/or party/ies in respect of Flats/Parking Spaces/Terraces etc., in the said building project;

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AND WHEREAS relying on the Purchaser's representation, declaration and the assurance from the purchaser about his / their satisfaction of marketable title and authority of the Developers, the Developers herein agreed to sell and the Purchaser herein agreed to purchase a Flat No. 1104 in Building No. A-3 admeasuring 964 Sq. fts. carpet area. i.e. 89.59 Sq.mtrs. in carpet area (approx.) as described in the Annexure-D annexed hereto, in the said Building / Cluster known as "SUNWAY" in the building project known as "MEGAPOLIS" situated on the said land (hereinafter referred to as "the said flat") at or for the total consideration of Rs.42,26,500/- (Rupees FORTY TWO LACS TWENTY SIX THOUSAND FIVE HUNDRED only).

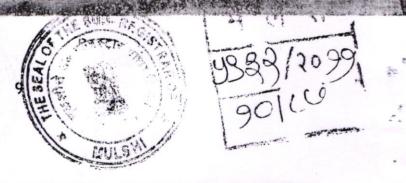
AND WHEREAS the Purchaser/s herein prior to/at the time of the execution of these presents has/have paid to the Developers a sum of Rs.2,00,000/- (Rupees TWO LACS only) being the part payment and receipt whereof the Developers doth hereby admit and acknowledge;

AND WHEREAS under section 4 of the MOF Act the Developers is required to execute a written agreement for sale of the said Flat which is to be constructed in future to the Purchaser/s being in fact these presents and the parties are required to register the same under the Registration Act within the time limit prescribed in the said Act;

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

1] DEFINITIONS:

The parties hereto agree and confirm that the following terms referred in this Agreement anywhere agreed and admitted to mean and include:

1.1 ENTIRE LAND:

Entire Land means and includes following lands:

- Area adm. about 196862.71 sq.mtrs. bearing Plot No.R-1/1 in the Rajiv Gandhi Infotech Park Hinjewadi, Village: Maan, Taluka: Mulshi, District: Pune and more particularly described in Schedule IA written hereunder.
- ii. Area admeasuring about 292830 sq.mtrs. bearing Plot No.R-1/2 in the Rajiv Gandhi Infotech Park Hinjewadi, Village: Maan, Taluka: Mulshi, District: Pune and more particularly described in Schedule IB written hereunder.
- iii. Area admeasuring about 51845.77 sq.mtrs. bearing Plot No.R-1/3 in the Rajiv Gandhi Infotech Park Hinjewadi, Village: Maan, Taluka: Mulshi, District: Pune and more particularly described in Schedule IC written hereunder.
- iv. Area admeasuring about 18462 sqmtrs. bearing Plot No.R-1/4 in the Rajiv Gandhi Infotech Park Hinjewadi, Village: Maan, Taluka: Mulshi, District: Pune and more particularly described in Schedule ID written hereunder.
- v. Along with the rights to use and utilize present and future F.S.I. /F.A.R. available against the lands described in Schedule IA,IB,IC,ID written hereunder, and claimed TDR available against the lands described in Schedule IA,IB,IC,ID, written hereunder and use the TDR upon the lands described in Schedule IA,IB,IC,ID written hereunder and along with the rights to use and utilise the increased / additional F.S.I. available in respect of the lands described in Schedule IA,IB,IC,ID, written hereunder as and when the same becomes available due change in rules, new policies or otherwise.

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1.1 SAID LAND:

Said Land means and includes following lands:

- i. Land admeasuring about 45067 Sq.mtrs. out of the total area of the plot bearing No. R-1/1 admeasuring 196862.71 Sq.mtrs. (In Words One Lakh Ninety Six Thousand Eight Hundred Sixty Two Point Seventy One Square Meters) out of the Said Entire Land. (the said portion admeasuring 45067 Sq. mtrs. is excluding the area of land admeasuring 28000 Sq.mtrs. (In Words Twenty Eight Thousand Square Meters) under the amenity space in respect of the said entire land and the same is more particularly described in Schedule II written hereunder.
- ii. Along with the rights to use and utilize the maximum permitted present and future F.S.I. /F.A.R. available against the area of the said land mentioned in clause 1.2(i) above and also the maximum permitted proportionate F.S.I./F.A.R. allowed on the said land out of the total F.S.I. of the said entire land (excluding the land admeasuring 28000 Sq.mtrs. under the amenity space in respect of the said entire land.

1.2 OPEN SPACE/S:

Open space/s means and includes the designated area/s which is/are shown or which will be shown as Open Space in the sanctioned layout of the said Entire Land which is sanctioned by Maharashtra Industrial Development Corporation as per Commencement Certificate No. EE/I.T./PLANS/1389/ OF 2011 dated 11/03/2011 and which will be revised by MIDC (Maharashtra Industrial Development Corporation) from time to time.

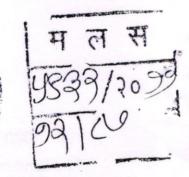
1.4 COMMON AMENITIES:

Common Amenities means and includes the Purchaser's right to use internal roads, drainage lines, water lines, service lines, open spaces etc. which will be provided by the Developers with respect to Said Land, as per the plans sanctioned by Maharashtra Industrial Development Corporation from time to time. Right to use staircase, common passage of the situated more particularly described in (Annexure D) written hereunder.

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 Right to use the Club House and Swimming Pool Facility provided in the cluster - SUNWAY, and right to use the land appurtenant to the building in which the flat is located.

1.5 INTERNAL ROADS:

The Roads and Pathways, which are provided in the layout of the said Land and the said entire land.

The List of Common Areas and Common facilities is mentioned in Schedule - III written hereunder

1.6 LAYOUT:

The Layout/s sanctioned by Maharashtra Industrial Development Corporation and which may be revised by Maharashtra Industrial Development Corporation from time to time as per the applications made by the Developers from time to time with respect to the Said Entire land including Said Land.

1.7 THE BODY:

Means one or more Body or Bodies which may be a Housing Society or a Condominium of Apartment Holders as may be decided by the Developers at its sole and exclusive decision for different buildings / phase wise societies / Condominium of Apartment Holders in the different building/s and/or such a Body shall be formed by the Developers for management and maintenance of common amenities plus security and common services etc. with respect to the different buildings / phase wise building/s which will be constructed upon any portions of the land out of the Said Entire land, and also includes federal society which will be formed by the Developer of the societies of different Clusters.

1.8 MAINTENANCE CHARGES:

Maintenance charges means the charges fixed or levied by the Developers and finally by the Body or Bodies for maintenance of common amenities including security charges, electricity charges, for road and open spaces maintenance, N.A. Taxes etc. with respect to the said land or any other portions out of the

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said Entire land as the case may be and which will be revised by Developers of the ultimate Body of Purchasers as contemptated in Maharashtra Ownership Roll Street and Maharashtra Apartment Ownership Act and Maharashtra Apartment Ownership

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1.9 SAID PROPERTY:

Said property means lease hold rights of the Developers in the said land and ownership rights in the buildings, which will be constructed upon the said land.

2] CONSIDERATION & CONSEQUENCES IN CASE OF DEFAULT BY PURCHASER:

- The Purchaser/s hereby agree/s to purchase/acquire from the 2.1 Developers and the Developers hereby agrees/allots unto the Purchaser/s one Flat in the cluster "SUNWAY" of the project known as "MEGAPOLIS" in Building No. A-3 bearing Flat No. 1104 admeasuring 964 Sq.fts. carpet area i.e. 89.59 Sq.mtrs. (hereinafter referred to as "the said flat") at or for the total consideration of Rs.42,26,500/- (Rupees FORTY TWO LACS TWENTY SIX THOUSAND FIVE HUNDRED only) alongwith the exclusive user rights of one Reserved Parking Space. The said amount of the total consideration includes the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities appurtenant to the premises are more particularly described in the written hereunder, but the said price does not include the cost of the extra and/or any other amenities and facilities, provided other than the amenities and facilities as described in the "Annexure - E" written hereunder. The above said consideration however, does not include the expenses for Stamp Duty, tax under the Works Contract Act, / or (VAT) Value Added Taxes, Service Tax and other taxes, Registration Charges, and other deposits, taxes and charges as may be levied from time to time by the concerned authorities which shall be paid by the Purchaser/s separately as and when the same will be due or payable under this agreement.
- 2.2 It is specifically agreed between the parties that this agreement is not construction agreement or works contract or service. This agreement is sale of flat which is to be constructed / constructed upon the said entire land by Vendor as a Lessee of the said entire land.
- 2.3 The Purchaser has/have paid Rs.2,00,000/- (Rupees TWO LACS only) being the earnest money considering the advance stage of construction unto the Developers at or before the time of execution of this agreement. The Purchaser/s hereby agree/s to pay to the Developers, balance of the purchase price of Rs.40,26,500/- (Rupees FORTY LACS TWENTY SIX THOUSAND FIVE HUNDRED only) within 15 days of the Purchaser/s receiving the written intimation from the Developers, calling upon the Purchaser/s to make the payment, in the following manner:

i. Rs. 4,34,060/- On completion of the Plinth/Parking Slab.

ii. Rs. 2,11,320/- On casting of First Slab.

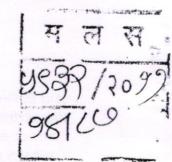
iii. Rs. 2,11,320/- On casting of Second slab.

iv. Rs. 2,11,320/- On casting of Third Slab.

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٧.	Rs.	2,11,320/-	On casting of Fourth Statuts
vi.		2,11,320/-	On casting of Fifth Slab.
vii.		2,11,320/-	On casting of Sixth Slab.
viii.		2,11,320/-	On casting of Seventh Slab.
ix.		2,11,320/-	On casting of Eighth Slab.
х.		2,11,320/-	On casting of Ninth Slab.
xi.		2,11,320/-	On casting of Tenth Slab.
xii.		2,11,320/-	On casting of Eleventh Slab.
xiii.		2,11,320/-	On casting of Twelfth slab.
xiv.		2,11,320/-	On casting of Thirteenth slab
XV.		2,11,320/-	On casting of Fourteenth slab
xvi.		2,11,320/-	On casting of Fifteenth slab
xvii.		1,05,660/-	On completion of Brick / Block work.
xviii.		1,05,660/-	On completion of Flooring / Plumbing work.
xix.		2,11,320/-	On receipt of possession

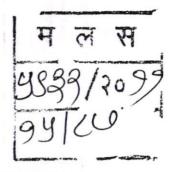
Total Rs. 40,26,500/-

The Purchaser herein proposed to the Developer that, the Parking Space provided as per the plans sanctioned by the M.I.D.C. and which is to be utilized by the unit purchasers in the said building project i.e. "SUNWAY" for parking of their vehicles may be designed and earmarked in such a manner so as to ensure that, the utilization of the parking space is made by all the flat purchasers in the said building project to suit their parking requirements and which will also avoid future differences amongst the flat purchasers with respect to the parking space. Therefore for the convenience of the flat purchaser the Parking Space may be allocated / earmarked for use of the same by the respective flat purchasers.

The Developer on considering such proposal by the Flat Purchaser agreed to earmark the parking space subject to the final conveyance deed / assent of the Apex Body / Society of all flat purchasers with respect to the allocation of the parking amongst all the flat purchasers. However such allocation / earmarking of the parking space will not mean and construe that the parking space is alienated and or transferred to the flat purchaser and the parking space shall always remain common property of the Apex Body / Society of all the flat purchasers in the said building project and any such allocation or earmarking of the parking space shall be treated to be only symbolic allocation for better management of the parking space amongst all the flat purchasers without any exclusive claim of whatsoever nature over the parking space. Subject to this condition the Developer has agreed to earmark / allocate one car parking space (Open / covered) in the said building project to be used by the Purchaser herein for parking his / her / their vehicle subject to the final conveyance deed of the said land and building constructed therein in favour of the Apex Body / Society of all the flat purchasers in the said building project.

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- 2.4 The Purchaser/s shall not be entitled to claim possession and allotment and transfer of the said Flat until the Purchaser/s has/have paid the full and complete dues and consideration payable to the Developers under this agreement or by a separate contract or otherwise.
- It is made clear and agreed by and between the parties hereto that the 2.5 Developers shall not be bound to follow the chronological order of any of the above said stages/instalments and that the Developers shall be completely at liberty to choose the chronology of the respective stages of the construction. The Developers is entitled to merge or consolidate two or more instalments in their discretion by simultaneously executing the contemplated work in the said instalment. It is hereby agreed that the time for payment as specified above is the essence of the contract and upon any failure of the Purchaser/s to pay the same on due dates, it shall be deemed that the Purchaser/s has / have committed BREACH of this agreement. The Developers hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any which shall be imposed by the concerned authorities at the time of sanctioning the said plans or thereafter, and shall, before handing over the possession of the premises to the Purchaser/s, comply with the legal provisions as may be necessary in that behalf as per applicable rules, laws etc. The Purchaser/s shall not be entitled to claim possession and allotment and transfer of the said Flat until the Purchaser/s has/have paid the full and complete dues and consideration payable to the Developers under this agreement or by a separate contract or otherwise.
- 2.6 If at any time, after execution of this agreement the Central Government / State Government / Local authority / Revenue Authority / any other authority / any court / Judicial authority / quasi-judicial authority by way of any Statute / rule / regulation / notification / order / judgment /executive power etc. levies any tax /duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund /betterment tax/ sales tax / transfer tax / turnover tax / works contract tax / Value Added Tax (VAT),

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Service Tax, penalties etcetera and put in force or shall be in force prospectively or retrospectively, in respect of the said flat or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter then reimbursed) by the Purchaser. The Purchaser hereby indemnifies the Promoter from all such levies, cost and consequences.

- 2.7 In the event, however if the Promoter is constrained to pay any such amount, the Purchaser shall be liable to reimburse the same to the Promoter together with penalty (if any) and interest from the date of payment by the Promoter. It is agreed that the Promoter shall have the right to claim such amount along with other claims of compensation/losses/burden undergone/ undertaken by him. It is further agreed that there shall always be a charge / lien on the said flat in favour of the Promoter against the amount payable by the purchaser to the Promoter towards the VAT, Service Tax and / or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction.
- 2.8 Without prejudice to the right of the Developers to take action for breach arising out of delay in payment of the instalments on the due dates, the Purchaser/s shall be bound and liable to pay simple interest @ 15% per annum on all the amounts which become due and payable by the Purchaser/s to the Developers till the date of actual payment provided that tender of the principle amounts and interest or tender of the interest and the expenses thereof shall not itself be considered as waiver of the right of the Developers under this Agreement nor shall it be construed as condonation of the delay by the Developers.
- 2.9 On the Purchaser/s committing default in payment on the due dates of any of the instalment payable under this Agreement or any other amount due and payable under this Agreement (including his/her/their proportionate share of taxes levied by the concerned local authority) and any other outgoings and on the Purchaser/s committing breach of any of the terms and conditions of this Agreement the Developers shall in their sole discretion be entitled to terminate this Agreement.

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Provided always that the power of termination under this agreement shall not be exercised by the Developers, unless the Developers have given to the Purchaser/s 15 day's prior notice in writing of their intention to terminate this agreement mentioning therein the breach or breaches of the terms and conditions on accounts of which it is intended to terminate this Agreement and the Purchaser/s has/have failed and/or neglected to rectify the breach or breaches within the period of 15 days of such notice.

Provided further that upon termination of this Agreement, the Developers shall refund to the Purchaser/s the instalments of sale price of the flat which may till then have been paid by the Purchaser/s to the Developers, but the Developers shall not be liable to pay any interest to the Purchaser/s on the amount so refunded / tendered and any expenditure incurred by the Purchaser/s under or in pursuance of this Agreement and upon termination of this Agreement and refund/tender by cheque of the aforesaid amount of sale price by the Developers, the Developers shall be at liberty to dispose off, sell, or otherwise alienate the said Flat to such person and at such price as the Developers may in their absolute discretion may deem fit and proper. In any such event the Purchaser/s has/have irrevocably constituted the Developers as his/her/their agent to sign, execute and register any deed of termination, revocation or cancellation in the name of/and on behalf of the Purchaser/s which shall be binding on the Purchaser/s.

- 2.10 Standard fixtures, fittings, specifications and the amenities to be provided by the Developers to the said Flat or to the said building are described in Annexure E hereto, and the Purchaser/s shall not be entitled to any extras.
- 2.11 The Purchaser/s hereby agree/s that in the event of any amount by way of premium to the any authorities, or to the State and / or Central Government or betterment charges or development tax or educational cess or any other taxes, levies or payment of similar nature becoming payable by the Developers either before or after delivery of possession of the said Flat the same shall be









paid in advance either by way of deposit or advance by the Purchaser/s to the Developers in proportion to the area of the tenement/flat/ unit to be purchased by the Purchaser/s.

3] OBSERVATIONS OF ALL CONDITIONS IMPOSED BY STATE GOVERNMENT AND LOCAL AUTHORITY:

The Developer hereby agree to observe and perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority. In the event of there being any change in the zoning/MIDC laws that may directly or indirectly affect the development as a result of something beyond the control of the developer, the developer shall not be held liable.

4] DISCLOSURE OF TITLE:

The Developers hereby agrees that before handing over possession of the said Flat to the Purchaser/s, and in any event, before execution of deed of assignment the leasehold rights of the said entire land and ownership rights of the construction carried out on the said entire land in favour of the Society / Condominium of Apartment Holders, /Apex Body/ federal co-operative society of all the co-operative societies of all the different clusters constructed on the said entire land, they shall make full and true disclosure of the nature of the title of the said entiree land and building constructed upon it, as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said property and shall as F.A.R. as practicable ensure that the said entire land is free from all the encumbrances, so as to enable them to convey, to the said Society Condominium of Apartment Holders / Condominium of Apartment Holders, /Apex Body/ federal co-operative society of all the cooperative societies of all the different clusters constructed on the said entire land, such absolute clear and marketable leasehold rights in the said entire land and buildings constructed upon it. Before execution of this agreement the Developers have also given inspection of all the original documents and given certified true copies of all other documents to the Purchaser/s as required by law. The Purchaser/s has/have independently satisfied himself / herself /







themselves about the authority of the Developers to construct the said building and title to the said property. The Purchaser/s hereinafter shall not be entitled to challenge or question the title and the right/authority of the Developers to enter into this agreement.

5] POSSESSION & DEFECT LIABILITY PERIOD:

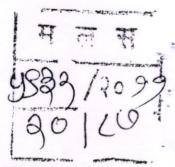
The Developers shall give the possession of the said flat to the 5.1 Purchaser/s within a period of 36 (Thirty Six) Months from the date of commencement of the construction of the proposed building project on the said land. If the Developers fails or neglects to give possession to the Purchaser/s on account of reasons beyond the control of the Developers or his Agents as per the provisions of Section 8 of the Maharashtra Ownership Flats Act, by the aforesaid date or the dates prescribed in section 8 of the said Act, then the Developers shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the flat with simple interest at 12% per annum from the date the Developers received the sum till the date the amounts and interest thereon is repaid and tendered, provided that by mutual consent it is agreed that the dispute whether the stipulations specified in section 8 of the said Act have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Developers to the Purchaser/s, they shall, subject to the prior encumbrances, if any, be a charge on the said property as well as the construction or building/s in which the flats are situated or were to be situated.

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

- Non-availability of steel, cement, other building material, water or electric supply.
- (ii) War, natural calamity, riots, earthquake, floods, Civil Commotion or any act of God.







- (iii) Any notice, order, rule, notification of the Government and/or other public or Competent Authority or any Decree / Stay or injunction order from any Court.
- (iv) Changes in any rules, regulations and bye-laws of various statutory bodies and authorities from time to time then affecting the development of the project.
- (v) Delay in grant of any NOC / permission /licence connection / installation of any services such as lifts, electricity, drainage, water connections and meters to the project/building/flat, road NOC or any other NOC or getting any requisite Certificate from MIDC
- (vi) Delay or default by the Purchaser/s or other Purchaser/s in payment of their respective amount of their dues and any instalment under these presents (without prejudice to the right of the Developers to terminate this agreement under clause mentioned hereinabove).
- 5.2 The Developers may complete the entire building or any part or floor or portion thereof and give possession of premises therein to the Purchaser/s of such premises and the Purchaser/s herein shall have no right to object to the same and will not object to the same and the Purchaser/s hereby give/s his/her/their specific consent to the same. If the Purchaser/s take/s possession of any premises in such part completed portion or floor or otherwise the Developers and/or his Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of building in which the said premises are, the said building or any part thereof and if any inconvenience is caused to the Purchaser/s, the Purchaser/s shall not protest, object to or obstruct the execution of such work nor the Purchaser/s shall be entitled to any compensation and/or damage and/ or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her/them or any other person/s.
- 5.3 The Purchaser/s shall take possession, within a period of 30 days of the Developers giving written notice to the Purchaser/s intimating that the said Flat is ready for use and occupation.

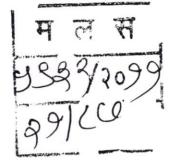
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Provided that if within a period of three years from the date of obtaining Completion Certificate from the competent authority handing over the flat to the Purchaser/s, the Purchaser/s bring/s to the notice of the Developers any structural defect in the Flat or the building in which the flats are situated or the material used therein or any unauthorised change in the construction of the said building attributable to the Developers, wherever possible such defects or unauthorised changes shall be rectified by the Developers at their own cost and in case it is not possible to rectify such defects or unauthorised changes, then the Purchaser/s shall be entitled to receive from the Developers reasonable compensation for such defect or change.

Provided further that it is agreed that the described liability period under the Act shall be deemed to have commenced from the date of obtaining the Completion Certificate or from the date on which the Developers have given the necessary intimation under this clause, whichever is earlier.

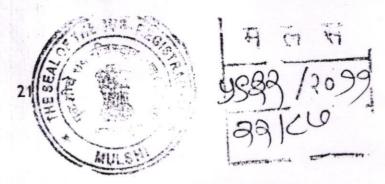
Provided however, it is agreed that the Purchaser/s shall not carry out any alterations of whatsoever nature in the said Flat or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection in the bathroom as this may result in seepage of the water. If any of such works are carried out without the written consent of the Developers, the Purchaser/s shall not be entitled to the warranty regarding the defect liability of the Developers and the same shall automatically stand extinguished and the Purchaser shall be liable for the consequences thereof.

6] USE OF F.S.I.:

6.1 The Developers hereby declares that the Floor Space Index / area of construction available with respect to Entire land is 11,20,000 Sq.mtr. (In Words Eleven Lakh Twenty Thousand Square Meters) plus any additional F.S.I. [F.A.R.] if available to the developer before the conveyance is executed with respect to Entire Land in favour of Federal society of the societies of all the







Clusters. It is further clarified that the developer has right to use Transferable Development Rights upon the Entire Land if permissible as per the building byelaws of MIDC or local authority.

- rules, or new policies, rules coming into force if any additional F.S.I. is available in respect of the said entire land including the said land then the Developers has exclusive right to use such additional F.S.I. for the sole benefit of the developers. The Purchaser/s hereby further give/s and accord/s his / her / their consent for additional constructions as a result of the Developers using additional F.S.I. without materially & adversely affecting the area of the said Flat, and the purchaser shall not have any right to object for such additional construction which will be carried out by the Developers in future.
- Developer hereby declares that no part of the said floor space index has 6.3 been utilised by the Developers elsewhere for any purpose whatsoever. The Developers, however, declare that they are entitled to get the said scheme on the said land or any portion out of the said entire land modified and/or revised from the concerned authorities. Any additional F.S.I. (F.A.R.) and/or the residual F.A.R. (F.S.I.) in respect of the said entire land including the said land and/or the layout thereof will be available to the Developers who may utilise the same as they may deem fit and proper. The Developers are also fully entitled to consume any additional F.S.I./F.A.R. if the same becomes available for construction on the said entire land and construct additional tenements. The Purchaser/s and/or the ultimate common organisation of the Purchaser/s shall not take any objection for the same and shall not claim any such residual and/or additional F.S.I. (F.A.R.) and/or the benefits thereof. agreement the work F.S.I. or F.A.R. shall have the same meaning as understood by the Planning Authority under its relevant building rules or bye-laws.







- 7] RIGHTS OF THE DEVELOPER TO DEVELOP ENTIRE LAND INCLUDING THE SAID LAND:
- 7.1 Developer hereby declares that developer is going to develop entire land in phase wise manner. Developer hereby declares that the development of the entire land will be completed within the period of 15 (Fifteen) Years from the date of obtaining all the sanctions, approvals and permissions for the development of the said entire land by the Developer. The Developer is entitled to reasonable extension of time if the completion of the project is delayed on account of:
- Non availability of labour, steel, cement, other building material, water or electricity.
- b. War, civil commotion, or act of god.
- Any notice, order, rule, notification of Government and/or other public or competent authority or court order.
- 7.2 The Developers herein have obtained sanction of the building/s plan/s to be or constructed on the said land and the Developers herein shall construct the said building/s on the said land in accordance with the plans, designs, specifications, revised plans approved by the concerned sanctioning authority (MIDC) and which have been seen and approved by the Purchaser/s, with only such variations and modifications as the Developers may consider necessary or as may be required by the concerned local authority/Government (MIDC) to be made in them or any of them.
- 7.3 The Purchaser hereby gives his / her / their irrevocable consent to the Developers herein to carry out such alterations, additions, revisions and modifications in the layout plans of buildings and building plans of the buildings which are under construction or to be constructed on the said land, and also gives his/her/their consent for change in the location of the amenity space, open spaces, roads, building layout and also plan/s sanctioned or to be sanctioned for the building/s under construction or to be constructed and to change elevation of the building/s, landscaping, boundary walls or fencing and to convert constructed portion into terraces or vice a versa, as the Developers





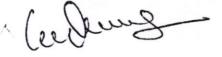


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in their sole discretion may think fit and proper and/or such alterations, additions, revisions and modifications which are necessary in pursuance of any Law, Rules, Regulations, Order or request made by the Local Authority, Planning Authority, Competent Authority or Government or any Officer of any Local Authority or Promoter.

PROVIDED further that the Purchaser/s hereby give/s and accords his / her / their full consent for any other revision / change / alterations / modifications by the Developers in the plans and/or Sub-division or amalgamation of plans and alterations or additions in the structure of the building including reducing or enhancing the number of floors of the said building/s and/or construction of additional floor/flats and/or addition extension of any building.

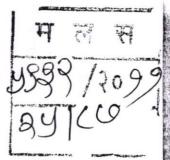
- 7.4 The Developers alone shall have full rights of disposal/ alienation / transfer of flats / tenements / IT Parks, construction resulting from the said residual/additional F.S.I. and for F.A.R. and the Purchasers/Acquirers of the said Flats/tenements etc. shall be entitled to get membership and admission into the Society/ Condominium of Apartment Holders, upon the necessary instruction/nomination from the Developers.
- 7.5 The Purchaser/s hereby grant/s his/her/their irrevocable power and consent to the Developers and agrees:-
- a) That the Developers alone shall be entitled to all F.S.I. in respect of the said entire land whether available at present or in future including the balance F.S.I. in respect of the said land, the additional F.S.I. available under applicable rules from time to time and/or by any special concession, modification of present Rules and Regulations granting, due to change in policies, new rules/policies being made applicable.
- b) That the Purchaser/s and/or Society / Condominium of Apartment Holders of all the Flat Purchasers will not be entitled in any circumstances, to any F.S.I. in respect of the said land / said entire land











or any part thereof or benefits of any additional F.S.I. / F.A.R. or shall have any right to consume the same in any manner whatsoever.

- That the Developers shall be entitled to develop the said land fully by c) constructing and/or making additions in the said building and/or by constructing additional buildings/floors/ structures so as to avail of the full F.S.I. permissible at present or in future for the said entire land, which may be available on the said entire land / and the said land otherwise howsoever and including putting up any "additional construction" as mentioned above, and Developers selling the same and appropriating to themselves the entire sale proceeds thereof without the Purchaser/s or other acquirers of the flats in such building or buildings and/or their common organisation having any claim thereto or to any part thereof. The F.S.I. of any nature whatsoever available at present or in future and further and/or additional construction shall always be the property of the Developers who shall be at liberty to use, deal with, dispose of, sell, transfer etc. the same in manner the Developers may deem fit and proper. The Purchaser/s agree/s not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above and in this agreement is carried on.
- d) The Developers shall be entitled to consume such F.S.I. by carrying out additional construction and/or by way of extension of any structure. The document vesting the title of the said portion, building, etc. and transfer of rights and benefits of the Developers as hereinafter mentioned shall be subject inter alia to the aforesaid reservation.



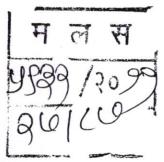


- e) The Developers alone shall be entitled to sell any part or portion of the said building including the, stilt, for any use that may be permissible or ultimately may be permitted by the authorities concerned.
- f) To admit without any objection the persons who are allotted flats/s by the Developers as members of the proposed Society / Condominium of Apartment Holders and in the event such body is registered before all flats including flats of extended / annexed buildings are sold by the Developers.
- g) Not to raise any objection or interfere with the rights of the Developers reserved hereunder, and in case of any unwarranted and unjustified interference claim or objection, to indemnity all and whatsoever loss or damage suffered by the Developers.
- h) To execute, if any further or other writings, documents, consents, etc. as required by the Developers for carrying out the terms hereof and intentions of the parties hereto.
- i) To do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications, etc. at the costs and expenses of the Purchaser/s, which the Developers in their absolute discretion deem fit for putting into complete effect the provisions of this Agreement.
- j) The aforesaid consent, agreement and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said building is handed over to the Society/Condominium of Apartment Holders and vesting document is executed. The aforesaid covenants or such of them as the Developers may deem fit will be incorporated in the vesting document and they shall run with the property.









- 7.6 The Developers shall be entitled to make additions, alterations or put up any additional structures as may be approved by the local authority or any other Competent Authority so as to consume maximum available F.S.I. in respect of the said land and the Said Entire Land prior to and even after the registration of the Society / Condominium of Apartment Holders on the said land, by carrying out construction on the said land and also the said entire land. Such additions, structures or floor shall be the property of the Developers and the Developers will be entitled to dispose off the same in any manner as they deem fit without adversely affecting the premises of the Purchaser/s. That the Developers have reserved the right to change and alter the building plan, the elevation, the amenities, the facilities at their sole discretion however if there is any major change or changes on account of such revision of plan in the Flat of the Purchaser the same shall be communicated to the Purchaser/s. The revision / modification/ changes in respect of such additions / alterations etc. shall be binding on the Purchaser/s and the Purchaser/s shall not be entitled to claim any damages or compensation from the Developers.
- 7.7 The Developers shall be entitled to enter into Agreements with other Purchasers on such terms and conditions as the Developers may deem fit or alter the terms and conditions of the agreements already entered into by the Developers with other Purchasers, if any, without affecting or prejudicing the rights of the Purchaser/s under this Agreement in respect of the said Flat. The Purchaser/s shall not raise any objection in the matter of allotment or sale of other accommodation / flat / open spaces / parking spaces / terraces etc. in the said building to any other person/s, by the Developers, on any ground whatsoever.
- 7.8 The Developers may in their discretion construct subject to building byelaws and Applicable Rules any permissible structure or construction in the nature of community hall or temple or sanatorium etc., in the open space or recreation space of the said project and further the Developers alone shall have the complete rights regarding the user and disposal thereof.







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8] MAINTENANCE:

Commencing a week after notice in writing is given by the Developers to the Purchaser/s that the Flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat) of outgoings in respect of the said land and building/s, namely, local taxes, betterment charges or such other the concerned Local Authority and/or Government, water, electricity charges, insurance, common lights, repairs, salaries of clerks, expenses for lift repairs and maintenance, bill collectors, chowkidars, all other expenses necessary sweepers, gardeners, security and incidental to the management and maintenance of the said land and building/s constructed thereon. Until the Co-operative Society / Condominium of Apartment Holders is formed and the said property and building/s transferred to it, the Purchaser/s shall pay to the Developers and / or any other third party / person / company/organisation appointed by the Developers for the said purposes such proportionate share of outgoings as may be determined towards provisional monthly contribution of Rs.2410/- (Rupees TWO THOUSAND FOUR HUNDRED TEN only) per month towards the said outgoings. 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 with hold the same for any reason whatsoever.

91 OBLIGATIONS OF THE PURCHASER:

- 9.1 The Purchaser/s shall use the Flat or any part thereof, or permit the same to be used only for the legitimate purpose approved under the building plans and permitted by the local authority. He/She/ They shall use the parking space only for the purpose of keeping or parking the Purchaser's own vehicle/s.
- 9.2 The Purchaser/s along with other purchasers of flats in the building shall join in forming and registering the Society / Condominium of Apartment Holders to be formed and registered by the Developers as per their own convenience, and in their absolute discretion, and shall file from time to time

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and execute the applications for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society / Condominium of Apartment Holders and for becoming a member/s, including the bye-laws of the proposed Co-operative Society / Condominium of Apartment Holders and duly fill in, sign and return to the Developers within time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of construction, Sale, Management and Transfer) Rules, No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, unless it is required by the Registrar or any other Competent Authority. The Purchaser/s shall do all acts, deeds and things that are necessary for getting the conveyance of the lease hold rights of the said entire land executed and the Society / Condominium of Apartment Holders, /Apex Body/ federal co-operative society of all the co-operative societies of all the different clusters constructed on the said entire land formed and registered.

The Society / Condominium of Apartment Holders to be formed of the Purchaser of flats in the said building shall ensure that the provisions of this Agreement and said lease deed and other agreement entered or to be entered into by the Developers with other Purchasers of other flats, in the said Building, are carried into effect fully by passing appropriate resolution for that purpose, and shall also ratify and adopt the same. Upon formation of such Society / Condominium of Apartment Holders such body shall be liable besides the Purchaser and other purchasers of different flats, for any lien or claim or demand which the Developers may have in respect of the said Flat hereby agreed to be purchased and other flats in the said building. The Purchaser/s hereby agree/s and binds himself / herself / themselves to do and execute all acts, matters, things, deeds and documents which the Developers may require to be executed to enforce the obligations envisaged in this clause the Society / Condominium of Apartment Holders. The failure on the part of the Purchaser/s to observe and perform obligation under this clause when called upon to do so by the Developers shall entitle the Developers to rescind this Agreement and the consequences or rescission herein provided shall follow.







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- 9.4 The Purchaser/s is/are aware that the building plans are sanctioned by the MIDC and as such F.S.I. that may be consumed while constructing the said building on the portion of the said land may be more or less than the area of the said portion and may not be in proportion to the F.S.I. consumed thereon so also some of the common amenities like gutters, sewage, electric cables, garden roads, open parking space, side margins etc. are commonly provided for all buildings constructed or to be constructed and that the Developers cannot sub-divide the said portion. The Purchaser/s shall not insist upon nor shall the Developers be liable and/or responsible to obtain sub-division in respect of the said portion.
- 9.5 The Purchaser/s is/are aware of the fact that the Developers have undertaken the work of development of the said entire land, and as such, the Developers are at liberty to provide common water line/s, road/s, common open space for all together or may provide at their choice and as per their convenience one or more separate water line/s or road/s. The Purchaser/s shall not have any objection of whatsoever nature for either the common or separate use of the water line, drainage line, roads, open space/s and in the common areas reserved for common use.
- 9.6 The Purchaser/s is/are hereby prohibited from raising any objection in the matter of allotment or sale of Flat etc. in the said land and the said entire land on the ground of nuisance, annoyance or inconvenience for any profession, trade or business, etc. that has been or will be permitted by law or by local authority in the concerned locality.
- 9.7 The Purchaser/s or himself/herself/themselves with intention to bring all persons into whosoever hands the Flat may come, doth hereby covenant with the Developers as follows for the said Flat and also for the building in which the said Flat is situated:-







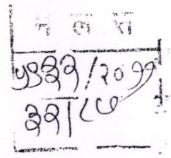
- a) To maintain the Flat at Purchaser's own cost in good tenantable repair and condition from the date of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the flat is situated, staircase or any passages which may be against the rules regulations or bye-laws of concerned local or any other authority or change / alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof.
- b) Not to store in the Flat / building / surrounding area 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 said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of building in which the said Flat is situated, including entrances of building in which the said Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- To carry at his/her/their own costs all the internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Developers to the Purchaser/s and shall not do or cause to be done anything in or to the building in which the said Flat is situated or the said Flat which may be given, the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.











- d) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition to or alteration of whatsoever nature in or to the elevation and outside colour scheme of the building in which the said Flat is situated and shall keep the portion, sewers, drains, pipes in the Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat is situated and shall not chisel or any other manner damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Flat without the prior written permission of the Developers and/or the Society / Condominium of Apartment Holders as the case may be.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said property and the building in which the said Flat is situated. The Purchaser hereby also agree/s and undertake to keep the wet garbage and the dry garbage separately.
- g) Pay to the Developers within seven days of demand by the Developers, his share of security deposit and expenses demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the said Flat is situated.
- h) To bear and pay the local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or other public authority, on account of change of user of the









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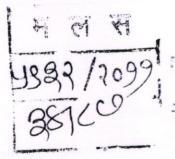
Flat by the Purchaser/s viz. user for any purposes other than for the permitted purpose.

- The Purchaser/s shall not let, sub-let, transfer, assign or part with Purchaser/s interest or benefit factor of this Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser/s to the Developers under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have intimated in writing to the Developers and obtaining prior written permission from the Developers for the same.
- j) Before assignment of rights acquired by purchaser under this agreement, Purchaser shall obtain No Objection certificate from Maharashtra Industrial Development Corporation as contemplated in clause No.2 [r] of the said lease deed and shall pay transfer charges which will be levied by Maharashtra Industrial Development Corporation.
- k] The Purchaser shall not do any act or omit to do any act by which terms and conditions of the said lease deed dt.30/8/2007 executed between Maharashtra Industrial Development Corporation and Developers will be violated.
- The Purchaser/s shall observe and perform all the rules and regulations and bye-laws which the Society / Condominium of Apartment Holders may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and

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conditions lay down by the Society / Condominium of Apartment Holders regarding the occupation and use of the said Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- m) Till a conveyance of building in which the said Flat is situated and deed of assignment of lease hold rights and deed of conveyance of buildings constructed upon it is executed, the Purchaser/s shall permit the Developers and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and building/s or any part thereof to view and examine the state and conditions thereof. The Developers shall have such right to enter into and upon the said land/building/flat even after the Purchaser/s is/are put into possession of the said Flat, during the statutory defect liability period.
- 9.8 A declaration that the Purchaser/s shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighbouring or adjoining premises and a declaration that the access and user of light and air to and for the premises purchased by the Purchaser/s for any structure, erection for building for the time being erected and standing therein from and over the neighbouring premises of the Developers is enjoyed under the express consent of the Developers.
- 9.9 The Purchaser/s shall not be entitled to at any time demand partition of his interest in the said land and the building or buildings to be constructed thereon is imparitable 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.
- 9.10 The Promoters alone shall be entitled to claim and receive compensation for any portion of the said entire land and building/s that may be notified for

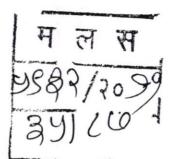
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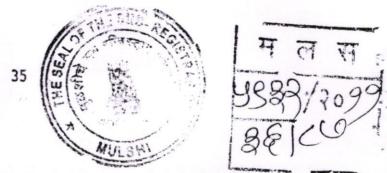


set back/reservation and claim the F. S. I. and compensation available for areas under road/notified reservation prior to the Final Conveyance in favour of the proposed Society / Limited Company / Condominium of Apartment Holders.

- 9.11 IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the Developers shall be constructing buildings on the said entire land in phases and the Purchaser/s herein undertake/s not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner
- 9.12 The Purchaser covenants and undertakes that in the events 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.
- 9.13 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 local 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 Conveyance Deed represent the Purchaser/so and his/her/their interest and give consent, NOC's and do all the necessary things in all departments of Municipal Corporation, Collectorate, Road, Water, Building Tax Assessment departments, Government & Semi-Government, M.S.D.C., U.L.C. officials, MIDC 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.







9.14 The Purchaser/s hereby authorises 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 will not take any objection for the same.

10] FORMATION OF THE SOCIETY /CONDOMINIUM/BODY:

It is agreed that for convenience administrative or otherwise, the Developer shall be at liberty or entitled to:

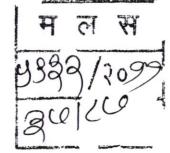
- Developer shall have option to form separate co-operative society for each Cluster for maintenance of buildings and open spaces allocated for the cluster.
- ii. Developer has option to form Apex Body of all the Unit Purchasers of the Entire Land by forming Federal society of all the co-operative societies of each cluster. It is specifically agreed by the Purchaser that if the Developer has decided to form one or more co-operative societies, then in that case, decision of the developer will be final and binding upon the purchaser.
- Developer has right to form separate adhoc body for maintenance of common areas and amenities which are common for all the clusters.
- iv. In the event if it is not possible to form co-operative society for the cluster, then in that event the developer has right to form Ad Hoc Committee/s for the management, maintenance and otherwise control or regulation of the affairs of one or more buildings, sectors or sections comprised in the said plot/other lands;
- v. The Developer shall become member of the Co-operative Society. If the Developer transfers, assign and dispose off the said open spaces unallotted covered parking, or other specified or unspecified spaces at any





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time to anybody the assignees, transferee and/or the Purchaser/s thereof shall be admitted as member/s the Co-operative Society. The other Purchaser/s will have no right to raise any objection to admit such assignee or transferee or allottee or Purchaser/s as member of Co-operative society.

11] CONVEYANCE:

11.1 Developer hereby declares that the Developer is going to develop the Said Entire Land in phases. That internal roads and water bodies are common for Entire Project which will be developed on the Said Entire Land. As per the rules of MIDC it is not possible to subdivide the Said Entire Land and therefore it is not possible for the developer to execute Deed of Assignment of Lease Hold Rights and Conveyance of the structures constructed upon the Said Land, in favour of the society which will be formed by the developer of the flat purchasers immediately after the society is formed.

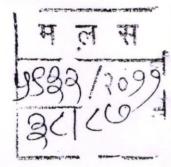
- 11.2 Developer hereby agrees that Deed of conveyance of the said entire land will be executed by the developer in favour of the society, / Condominium of Apartment Holders, /Apex Body/ federal co-operative society of all the co-operative societies of all the different clusters of the flat purchasers constructed on the said entire land within 4 months from date of receipt of issue of occupancy certificate of the Entire Project. Developer hereby agrees to complete the Entire Project within the period of 15 (Fifteen) years from the date of obtaining all the requisite, approvals, sanctions, permissions for the development of the said entire property from the authorities. The Developer is entitled to reasonable extension of time if the completion of the project is delayed on account of:
- a. Non availability of steel, cement, other building material, water or electricity.
- b. War, civil commotion, or act of god.
- Any notice, order, rule, notification of Government and/or other public or competent authority or court order.











11.3 It is specifically agreed that Purchaser and the society of the unit purchasers of the Cluster SUNWAY shall not be entitled to ask execution of deed of assignment of lease hold rights and conveyance of the structures constructed upon the Said Land before the Entire Project is completed as stated above.

11.4 It is specifically agreed and declared that the deed of assignment of lease hold rights and conveyance of the structures constructed upon the Said Entire Land, in favour of the body/ society, / Condominium of Apartment Holders, /Apex Body/ federal co-operative society of all the co-operative societies of all the different clusters of the flat purchasers constructed on the said entire land shall contain such covenants as may be necessary in the circumstances of the case. It shall inter alia contain:

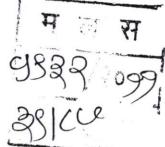
- i) A covenant by Purchaser/s to indemnify and keep indemnified the Developers against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of such stipulations and restrictions.
- ii) A declaration that the Developers shall have unfettered right to the full, free and complete right of way and means of access over, along and under all internal access roads at all times and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the said property (and the neighbouring lands) and if necessary to connect the drains, pipes, cables etc., under, over or along the land appurtenant to each and every building in the said layout.
- Such provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the said premises hereby agreed to be sold into whose hands whomsoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to hereinabove.

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- iv) A declaration that the Purchaser shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighboring or adjoining premises of the Developers for building or other purposes and a declaration that the access and user of the light and air to and for the residential Units / tenements etc. purchased by the purchaser is enjoyed under the express consent of the Developers.
- 11.5 The Advocates for the Developers shall prepare, engross and approve all documents which are to be or may be or may be executed in pursuance of this Agreement. All costs, charges and expenses in connection with formation of the aforesaid Ultimate/Apex Body permissions and/or sanctioned under the Income Tax Act, 1961 and/or any other law for the time being in force and premium, if any, payable therefore as well as the costs of preparing engrossing, stamping and registering all the deeds or any other assurances, documents including the registration and stamp duty payable on this Agreement required to be executed by the Developers and/or the Purchaser as well as the entire professional costs of the said Advocates of the Developers in preparing and approving all such documents shall be borne and paid by the Ultimate/Apex Body or proportionately by all the Purchaser of premises in the The Developers shall not contribute anything towards such expenses. The proportionate share as determined by the Developers of such costs, charges and expenses payable by the Purchaser/s shall be paid by him/her/it/them immediately on demand.

12] RIGHTS OF THE DEVELOPER OF AMENITY SPACE:

It is placed on record that the Developer shall be entitled to retain with it or to transfer the title/possession/ use of the portion of land admeasuring 28000 sqmtrs. (in words twenty eight thousand square meters) being the area under amenity space in respect of the said entire land which is shown in the plan annexed hereto (and all ancillary structures and amenities appurtenant thereto and the land appurtenant thereto) unto any person / third party on such terms and conditions as the Promoters may from time lo time decide. The facility to the purchaser herein for use of the said Amenity Area shall be subject to the

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contractual obligations between the Purchasers and the Promoters which is entirely optional and subject to such Rules, Regulations, restrictions and payment of requisite charges as may be framed by the promoters and the Purchasers shall abide by the same.

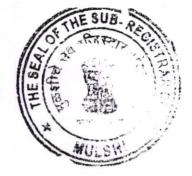
- 13] SUPPLY OF ELECTRICITY, TELEPHONE SERVICES, CABLE & INTERNET SERVICES:
- 13.1 It is specifically agreed between the parties that Developer has right to supply the electricity from its own resources and the Purchaser has no right to refuse to take the electricity supply from the independent source through which the electricity supply will be made available. Developer hereby undertakes that in case developer decides to supply the electricity through its own source, the electricity charges will be same to that of the charges levied by MSEDCL.
- 13.2 Developer hereby agrees that Developer has option to provide the electricity from its independent sources or from Maharashtra State Electricity Distribution Company Ltd.,
- 13.3 It is hereby agreed between the parties that developer has right to enter into contract of supply of electricity with independent undertaking which is going to supply the electricity for the said project and such agreement will be binding upon the Purchaser and society of the flat purchasers.
- 13.4 Developer has right to provide telephone services, internet services, cable services, by independent agencies. Developer has right to enter into agreement for providing such services with independent agencies and the agreement entered by the Developer will be binding upon the Purchaser and society of the flat Purchasers.

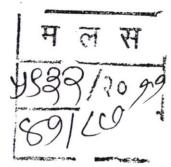
14] OTHER COVENANTS:

14.1 Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said land and Building or any part thereof unless proper conveyance of assignment



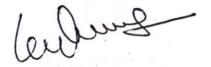






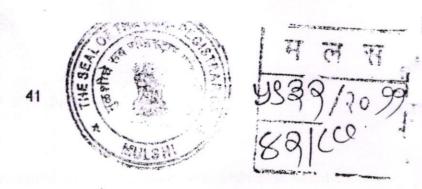
of lease hold rights and ownership of buildings constructed upon it is executed by the Vendor in favour of Association / society / company of the flat purchasers. The Purchaser/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, etc. will remain the property of the Developers until the said land and Building/s is/are transferred and conveyed to the Society / Condominium of Apartment Holders as hereinbefore mentioned.

- 14.2 Any delay tolerated or indulgence shown or omission on the part of the Developers in enforcing the terms of this Agreement, or any forbearance or giving of time to the Purchaser/s by the Developers shall not be construed as the waiver on the part of the Developers of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Developers.
- 14.3 The Developers shall have a first charge and lien on the said Flat in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement.
- 14.4 It is specifically understood that the brochure/s, advertisements published by the Developers from time to time in respect of the scheme is just an advertisement material and contains various features such as furniture layout in the tenement vegetation and plantations shown around the building/schemes; vehicles etc. to increase the aesthetic value only and are not facts. These features /amenities are not agreed to be developed/provided.
- 14.5 The Developers shall be entitled to create encumbrance over the said land or lease, allot, give on licence any portion of the said land to any Government / Semi Government Authorities / Local Authority / M.S.E.D.C.L., any other private company, etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V. etc. The









Purchaser/s shall not be entitled to raise any objection or grievance of any manner whatsoever in respect of the same.

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

15] NAME OF THE PROJECT & CLUSTER:

The name of the buildings / Cluster under construction is and shall always remain as stated above and the name of the Co-operative Society formed and the said land hereditaments and premises together with the building or buildings and other structure constructed on the said land shall bear the name SUNWAY. 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 name without the prior written consent of the Developers at any time. The Purchaser/s shall keep the front side and the rear elevation of the said building or building/s or other structures in which the said premises are situated in the same position only as the Promoters construct and shall not at any time alter the position of the said elevation in any 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.

16] NOTICE:

All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Under Certificate of Posting at his/her/their address specified in the title of this Agreement or at the address intimated in writing by the Purchaser/s after execution of this Agreement.

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17] APPLICABILITY OF MAHARASHTRA OWNERSHIP FLATS [REGULATIONS OF THE PROMOTION OF CONSTRUCTION SALE, MANAGEMENT & TRANSFER] ACT, 1963.

This Agreement shall always be subject to the provision contained in the Maharashtra Ownership Flats (Regulations of the Promotion of Construction Sale, Management and Transfer) Act, 1963 & Maharashtra Apartment Ownership Act 1970 and rules amendments made there under from time to time.

18] ARBITRATION:

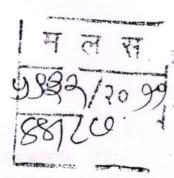
In case of any dispute between the Developers and the Purchaser/s regarding interpretation of any of the terms of this agreement or regarding any aspect of transaction including quality of construction work, defective service by the Developers, delay in construction work and/or sale deed, alterations in the plan, parking arrangement, grant of exclusive uses, rendering of account etc, then such dispute shall be referred to the arbitration by appointment of sole arbitrator by the Developers, and the decision of such arbitrator shall be final and binding on both the parties.

19] STAMP DUTY & REGISTRATION:

- 19.1 The Purchaser/s shall present this Agreement as well as deed of assignment of the lease hold rights of the said land and deed of conveyance of the buildings constructed upon it at the proper registration office for registration within the time limit prescribed by the Registration Act and the Developers will attend such office and admit execution thereof.
- 19.2 Before execution of deed of assignment the leasehold rights of the said entire land and ownership rights of the construction carried out thereon, the Purchaser's shall pay to the Developers the Purchaser's share of stamp duty and the registration charges payable, as per prevailing market rate required to be paid under the provisions of the Bombay Stamp Act 1958 and the amendments thereto and the Indian Registration Act 1908, by the said Society / Condominium of Apartment Holders, on the conveyance or any document or instrument of transfer in respect of the said property and the building/s to be executed in favour of the Society / Condominium of Apartment Holders.

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19.3 The consideration of the said Flat as agreed between the Developers and the Purchaser herein is as per the prevailing market rate in the locality, which is the true and fair market value of the said flat. This agreement is executed by the parties hereto under the Maharashtra Ownership Flats Act, 1963 and stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule I, Article 25 (d). The Purchaser/s herein has/have paid stamp duty of Rs.84,600/- (Rupees EIGHTY FOUR THOUSAND SIX HUNDRED ONLY) and shall pay the appropriate registration fees. The Purchaser hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the conveyance / assignment of lease hold rights which is to be executed by the Developers herein in favour of the Society in which the Purchaser will be the member in respect of the said Flat. If additional stamp duty and/or registration fee is required to be paid at any time or at the time of the conveyance the same shall be paid by the Purchaser only.

Description of the Said Entire Land

SCHEDULE - IA

All the piece or parcel of land known as Plot No. R-1/1 in the Rajiv Gandhi Infotech Park Hinjewadi, within the village limit of Maan and outside the limits of Pimpri Chinchwad Municipal Corporation, Taluka Mulshi, District Pune containing by admeasurement 196862.71 m2 or thereabouts and bounded by red coloured boundary lines on the plan annexed hereto, that is to say:

On or towards the North by

Plot No. 2 & 3

On or towards the South by

: MIDC 45.00 Mtr. Road,

On or towards the East by

MIDC 60.00 Mtr. Road,

The transference conce for

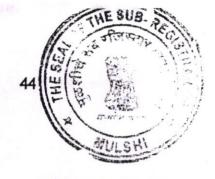
On or towards the West by : MIDC 45.00 Mtr. Road,

SCHEDULE - IB

All the piece or parcel of land known as Plot No. R-1/2 in the Rajiv Gandhi Infotech Park Hinjewadi, within the village limit of Maan and outside the limits of Pimpri Chinchwad Municipal Corporation, Taluka Mulshi, District Pune containing by admeasurement 292830 m2 or thereabouts and bounded by red coloured boundary lines on the plan annexed hereto, that is to say:







4533/2099 84/CEO

On or towards the North by

: MIDC 45.00 Mtr. Road,

On or towards the South by

: MIDC Boundary.

On or towards the East by

: MIDC Boundary and 60 Mtr. Road,

On or towards the West by

: MIDC Road & HSR

SCHEDULE - IC

All the piece or parcel of land known as Plot No. R-1/3 in the Rajiv Gandhi Infotech Park Hinjewadi, within the village limit of Maan and outside the limits of Pimpri Chinchwad Municipal Corporation, Taluka Mulshi, District Pune containing by admeasurement 51845.77 m2 or thereabouts and bounded by red coloured boundary lines on the plan annexed hereto, that is to say:

On or towards the North by

MIDC Boundary,

On or towards the South by

Plot No. R-1/2 & Road,

On or towards the East by

MIDC 45 Mtr. Road,

On or towards the West by

MIDC Boundary,

SCHEDULE - ID

All the piece or parcel of land known as Plot No. R-1/4 in the Rajiv Gandhi Infotech Park Hinjewadi, within the village limit of Maan and outside the limits of Pimpri Chinchwad Municipal Corporation, Taluka Mulshi, District Pune containing by admeasurement 18462 m2 or thereabouts and bounded by red coloured boundary lines on the plan annexed hereto, that is to say:

On or towards the North by

Maan Road.

On or towards the South by

MIDC Land.

On or towards the East by

MIDC Land

On or towards the West by

MIDC Boundary.

SCHEDULE-II

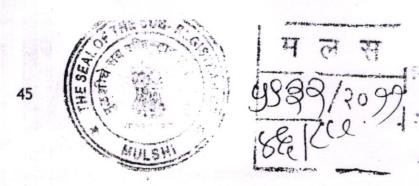
Description of the Said land

All that piece and parcels of the portion of land admeasuring 45067 Sq. mtrs. (approximately) being carved out of and from the land bearing Plot No. R-1/1 admeasuring 196862.71 Sq.mtrs. (In Words One Lakh Ninety Six Thousand Eight Hundred Sixty Two Point Seventy One Square Meters) out of the Said Entire Land. [the said portion admeasuring 45067 Sq. mtrs. is excluding the area of land admeasuring 28000 Sq.mtrs. (in words twenty eight thousand square

(abund

April 9





meters only under the amenity space in respect of the said entire land] out of and from the total area of the Said Entire land described in the Schedule-I written above and in the Rajiv Gandhi Infotech Park Hinjewadi, within the village limit of Maan and outside the limits of Pimpri Chinchwad Municipal Corporation, Taluka Mulshi, District Pune and delineated by red coloured boundary lines on the plan annexed hereto, and bounded as under

On or towards the North by : By Tata Consultancy Services Company.

On or towards the South by : By 45 M wide Road

On or towards the East by : Smart Home Phase III and by 60 M wide Road

On or towards the West by : Sparklet

SCHEDULE - III

COMMON AREAS AND FACILITIES

(a) COMMON AREAS:

- Open Space shown as open space in the sanctioned layout plan.
- Staircase/s landings of all buildings are for the common use of the occupants and/or the Purchasers in the respective buildings.

(b) COMMON FACILITIES:

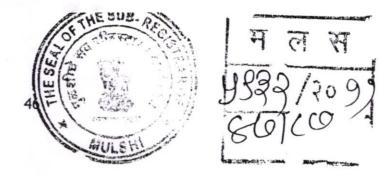
- RCC framework structures of the building/s.
- 2. Drainage and water line network and septic tank.
- Plants and trees planted or to be planted in the open space around the building/s.
- Electric meters and water meter connected to common lights water connections, pump sets, etc.
- Light points on the internal road, light points outside the building and in the staircase/s as well as in car park.
- Overhead water tank and underground water tank shall be common along with the pump set.
- 7. Right to use internal roads, drainage lines, water lines, service lines.
- Club House and Swimming Pool

Note: - The Developers reserve the right to alter, modify, and delete any of the above facilities.

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
By the within named Developers
PEGASUS PROPERTIES
PRIVATE LIMITED
Through its authorised director
SHRI. MANISH VIMALKUMAR JAIN AND/OR
Its authorised signatory on behalf of company
SHRI. NIKHIL GOKHALE

"The Developers"
"Promoters"

SIGNED, SEALED AND DELIVERED By the within named Purchaser/s MR. GOPAL CHINTAMAN DANEE MRS. USHA GOPAL DANEE

أ المحالة [] "Purchasers"

In the presence of:

1.

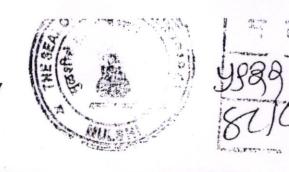
MR. DATTATRAY N. RASAL, 82/752, Gokhale Nagar, Pune - 411016.

2.

MRS. ZAKIYA KHAN 830, Gondhalenagar, Hadapsar, Pune-411028.



47



A. R. SHAIKH
B.Sc.LL.B.
ADVOCATE

4/64, Triveni Nagar Opp.Vaibhav Theater Hadapsar, Pune-411028 Mobile: 9822 087 262

TITLE OPINION

NAME OF THE CLIENT - PEGASUS PROPERTIES PRIVATE LIMITED,
a company incorporated under the Companies
Act, 1956, having their place of office at, 2413,
East Street, 1st Floor, Pune - 411001, through
its Director Mr. Manish V Jain.

Reference - All the piece or parcel of land known as Plot No. R-1/1 admeasuring 196862.71 Sqmtrs. or thereabouts, Plot No. R-1/2 admeasuring 292830 Sqmtrs.or thereabouts, Plot No. R-1/3 admeasuring 51845.77 Sqmtrs. or thereabouts and Plot No. R-1/4 admeasuring 18462 Sqmtrs. or thereabouts in the Rajiv Gandhi Infotech Park Hinjewadi, within the village limit of Maan and outside the limits of Pimpri Chinchwad Municipal Corporation, Taluka Mulshi, District Pune. ("Said Property")

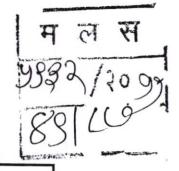
I have issued Title Opinion dated 2nd June 2008 in respect of the above referred property.

Shri Manish V. Jain, Director **PEGASUS PROPERTIES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having their place of office at, 2413, East Street, 1st Floor, Pune - 411001 vide letter dated 13/04/2010 have given me the photo copies of the following documents pertaining to the Court Cases filed against them and the orders passed by the Hon'ble Court.

- I have gone through the photo copies of the following documents submitted to me pertaining to the Court Cases.
- 1. Certified Copy of the Order passed by Hon'ble Jt. Civil Judge Senior Division on 06/12/2008 below Exhibit 24 and Exhibit 1 in the matter of the Regular Civil Suit No. 616/2008 filed by Mr. Sudam Vithoba Dhumal and Anr. against Maharashtra Industrial Development Corporation and Pegasus Properties Pvt. Ltd.
- 2. Copy of the Civil Appeal No. 12/2009 filed by Shri Sudam Vithoba Dhumal and Shri Dilip Sudam Dhumal in the Court of District Judge Pune, at Pune against the Order and Judgment passed by the Lower Court in the matter of the Regular Civil Suit No. 616/2008.







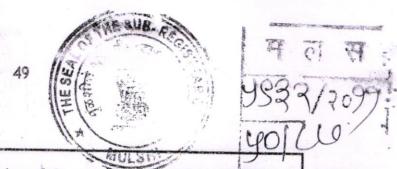
- 3. Copy of the Plaint filed in the Regular Civil Suit No. 391/2009 before the Hon. Civil Judge Senior Division, Pune by Shri. Raghu Rajaram Wadkar, Laxman Rajaram Wadkar and Nagesh Rajaram Wadkar against Maharashtra Industrial Development Corporation, Pegasus Properties Pvt. Ltd. and 4 Others.
- 4. Certified Copy of the Order passed by Hon. Joint Civil Judge Senior Division, Pune below Exhibit 22 on 28/7/2009 in the matter of Regular Civil Suit No.391/2009.
- 5. Copy of the Say Written Statement filed by MIDC in the matter of the pending R.C.S. No. 391/2009.
- 6. Certified Copy of the Order passed by Hon'ble Jt. Civil Judge Senior Division on 18/03/2010 below Exhibit 35 in the matter of the Regular Civil Suit No. 391/2009 filed by Mr. Raghu Rajaram Wadkar and Ors. against Maharashtra Industrial Development Corporation and Pegasus Properties Pvt. Ltd.
- 7. Copy of the Miscellaneous Civil Appeal No. 147/2010 filed by Shri Raghu Rajaram Wadkar, Laxman Rajaram Wadkar and Nagesh Rajaram Wadkar in the Court of District Judge Pune, at Pune against the Order passed by the Lower Court below Exhibit 35 on 18/3/2010 in the matter of the Regular Civil Suit No. 391/2009.

Upon going through the above documents my observations are as under:-

It is seen from the order dated 6/12/2008 passed by the Hon'ble Civil Judge Senior Division below Exhibit 24 in the matter of the Regular Civil Suit No. (R.C.S. No.) 616/2008 that the Defendant No. 1 in the said suit i.e. Maharashtra Industrial Development Corporation (MIDC) filed an application before the Court under section 9A of the Civil Procedure Code and prayed to the Hon'ble Court to frame and decide the preliminary issue regarding jurisdiction of Court "Whether this Court has jurisdiction to try and decided the suit"?

On the said application an order is passed below Exh.24 by the Hon. Joint Civil Judge, Senior Division, Pune on 6/12/2008. The Hon. Joint Civil Judge, Senior Division, Pune held / ordered that it has, has no jurisdiction to try and decide the suit on account of the reasons stated in





the said order dtd. 6/12/2008. In view of the order passed below Exhibit 24 the said Regular Civil Suit No. 616/2008, the said suit was dismissed by the Court for want of jurisdiction.

Being aggrieved and dissatisfied by the order and judgement passed by the lower court in the matter of R.C.S. No. 616/2008 Shri. Sudam Vithoba Dhumal and Dilip Sudam Dhumal have filed a Civil Appeal on 29th December 2008 before the Hon. District Judge, Pune at Pune bearing Civil Appeal No. 12/2009.

The Appellants in the said Civil Appeal i.e. Sudam Vithoba Dhumal and Dilip Sudam Dhumal have stated in the appeal memo that in the M.I.D.C. area no private developer is allowed to develop the residential construction for making the profitable business.

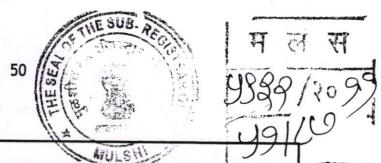
It is seen that the aforesaid Appellants have stated in Para 7F and G of the Appeal Memo that, they do not want to challenge the acquisition proceedings but they want to challenge that the acquiring authority i.e. MIDC should not allot the property to a private person for establishment of the township, for carrying out construction of the ownership flats and sell the same in the open market for profiteering business. The said Civil Appeal No.12/2009 is pending before the Hon. District Judge, Putie.

AS TO REGULAR CIVIL SUIT BEARING NO. 391/2009

It seen from the documents given to me that, one more Regular Civil Suit bearing No. 391/2009 was filed on 06/12/2008 by Shri Raghiu Rajaram Wadkar, Shri Laxman Rajaram Wadkar and Shri Nagesh Rajaram Wadkar against Maharashtra Industrial Development Corporation, Pegasus Properties Pvt. Ltd. and Others in the Court of Honble Civil Judge Junior Division Pune. In the said suit also, the Plaintiffs have prayed that decree of declaration be passed that MIDC cannot allot the property mentioned in the suit to Pegasus Properties Pvt. Ltd or any other private development company for carrying out development of the residential flats and buildings for their profiteering business and other relief.

During the pendency of the R.C.S.No. 391/2009 the Defendant No. 2 i.e. Pegasus Properties Pvt. Ltd. filed an application under Order 7 Rule 11(d) of Civil Procedure Code for rejection of the suit. The said application was filed vide Exhibit No. 22, the Honble court passed an order on





28/07/2009 below Exh. 22 and the said application came to be rejected. While rejecting the application filed by Pegasus Properties Pvt. Ltd. it is observed in the said order by the Hon'ble Court that "the grievance of the plaintiffs is that the purpose for which the land is acquired has been totally overlooked and the same needs to be checked. Further the order says that "a suit for such a relief is certainly tenable at the instance of any citizen also."

However later on in the same matter it is seen from the order dated 18/3/2010 passed by the Hon'ble Civil Judge Senior Division below Exhibit 35 in the matter of the Regular Civil Suit No. (R.C.S.No.) 391/2009 that in this suit also, the Defendant No. 1 i.e. Maharashtra Industrial Development Corporation (MIDC) filed an application before the Court under section 9A of the Civil Procedure Code and prayed to the Hon'ble Court to frame and decide the preliminary issue regarding jurisdiction of Court.

On the said application an order is passed below Exh.35 by the Hon. Joint Civil Judge, Senior Division, Pune on 18/03/2010. The Hon. Joint Civil Judge, Senior Division, Pune held / ordered that it has, has no jurisdiction to try and decide the (R.C.S. No.) 391/2009 on account of the reasons stated in the said order dtd. 6/12/2008 and therefore ordered that the plaint be returned to the Plaintiffs for want of Jurisdiction.

Being aggrieved and dissatisfied by the aforesaid order passed below Exh. 35 by the lower court in the matter of R.C.S. No. 319/2009 Shri Raghu Rajaram Wadkar, Shri Laxman Rajaram Wadkar and Shri Nagesh Rajaram Wadkar have filed a Miscellaneous Civil Appeal bearing No. 147/2010 on 6/4/2010 before the Hon. District Judge, Pune at Pune.

The Appellants in the said Miscellaneous Civil Appeal Shri Raghu Rajaram Wadkar and Ors. have stated in the appeal memo that in the M.I.D.C. allotted the suit property to the Respondent No.2 i.e. Pegasus Properties Pvt. Ltd. for development and to establish the township and to sell the ownership flats in the open market. This is against the provisions of the MIDC Act and the same is now challenged by the Appellants.

It is seen that the aforesaid Appellants have stated in the Appeal Memo that, the Court came to a wrong conclusion and that the Appellants are



not challenging the acquisition of the land but they want to challenge that the allotment of land made by MIDC to Pegasus Properties Pvt. Ltd. for establishment of the township, for carrying out construction of the ownership flats and sell the same in the open market. The said Miscellaneous Appeal No. 147/2010 is pending before the Hon. District Judge, Pune.

AS TO THE SAY/WRITTEN STATEMENT FILED BY MIDC IN THE R.C.S.NO. 616/2008 and RCS No. 391/2009;

On going through the copy of the Say and Written Statement filed by the MIDC in the above suits it is revealed that the MIDC have justified the allotment of land made by it in favour of Pegasus Properties Pvt. Ltd. Upon going through the contents under the sub - heading (Re. para 4) of the Say and Written Statement it is revealed that MIDC has stated in its Say / Written statement that MIDC are supposed to develop an industrial area from all the angles. While developing any industrial setup, it is also necessary to provide other basic needs of the persons working in such industrial area like housings, garden, roads, water, electricity, postal service, banking service, telephone, commercial and other basic amenities which completes the development of any industrial area. From this point of view only, the lands have been allotted by MIDC to Pegasus Properties Pvt. Ltd. and hence the allotment is not illegal or against the provisions of the law as alleged by the plaintiffs in the said suit.

Shri Manish V. Jain, Director PEGASUS PROPERTIES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having their place of office at, 2413, East Street, 1st Floor, Pune - 411001 vide his declaration dated 15/05/2010 stated that -

- (i) There are no other suits / litigations pending against the company pertaining to the development of the said property and that they have not received any notice / summons regarding any claims or any dispute in respect of the said property
- (ii) Except for the Mortgage Deed dated 18th January 2008 which is registered in the Office of the Sub Registrar Mulshi (Padu) at Sr.No. 1440/2008 executed in favour of the Housing Development Finance Corporation they have not created any other charges, mortgages or encumbrances on the said property



- (iii) There is no violation or breach of any of the terms and conditions of the Lease Deed dated 30/8/2007 which is registered in the Office of the Sub Registrar Mulshi (Padu) at Sr.No.6078/2007 by M/s. Pegasus Properties Pvt. Ltd.
- (iv) The construction and development work on the Said Property is being carried out in accordance with the sanctioned plans.

The leasehold rights of the said lands are held by Pegasus Properties Pvt. Ltd. upon the terms and conditions laid down in the Lease Deed dated 30/8/2007 subject to whatever stated above and subject to the observations / and the orders passed by the court in the above mentioned Civil Suits and the pending Appeals. The disputes raised in above mentioned Civil Suit and the Pending Appeals are yet to be decided on merits and the final adjudication of the dispute and question regarding the allotment of the said land by MIDC to Pegasus Properties Pvt. Ltd. mentioned in the Appeals filed before the District Court Pune is pending.

Hence this Report.

Pune

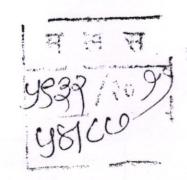
Date: - 24TH May 2010

Sd/-

(Adv. A. R. Shaikh)







ANNEXURE "D" (DETAILS OF FLAT ETC.)

Carpet area (with balcony) in 964 Sq.ft. approximately.

1) Flat No.

1104

Building No.

A-3

2) Floor

ELEVENTH

3) User rights of car

ALLOTTED NO.

parking space

LIVING ROOM / DINING ROOM

KITCHEN

TWO BEDROOMS

TWO TOILETS

STUDY ROOM

BALCONY

Total Sq. ft. 964 (89.59 Sq.mtrs.)

Signature:

Developer:

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(Brown

Flat Purchaser/s.





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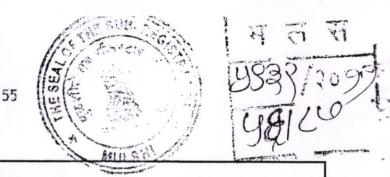
ANNEXURE-E

SPECIFICATIONS / AMENITIES

- Elegantly Designed Entrance Foyer
- Attractive Entrance Door with brass fittings and night latch
- Powder coated aluminium sliding windows with mosquito net and safety grills
- Walls with OBD paint
- Concealed wiring with modular switches
- Polished vitrified flooring in living, dining, kitchen and all bedrooms
- Designer kitchen with granite platform and stainless steel sink, designer tiles for dado up to 1'6"
- Well designed toilets with premier fittings and counter basin
- Anti skid tiles on the terrace.
- Swimming pool
- Gymnasium
- · Health Club
- Meditation Centre
- · Trellis Landscape
- · Play park for kids
- Landscaped Podium Garden
- Party Lawn
- Water Fountains
- · · Multipurpose hall
- · Garden Benches
- Cricket Practice Net
- Tennis Court
- Intercom Facility
- · Broadband Connectivity
- Ready Cable Connection
- Fire fighting Systems
- Concrete Cement Internal Roads
- Attractive Entrance Gate with security cabin
- Furnished entrance lobby
- Well equipped society office
- Lifts with generator backup

1 Hear

MEGAPOLIS



MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION

(A Government of Maharashtra Undertaking)

HEAD OFFICE

"Udyog Sarthi", Mahakali Caves Road,

FORT BRANCH :

Andheri (E), Mumbai - 400 093.

Fax: (020) 2261 6548



DOD

No./EE/I.T/Plans/ 13.89 / of 2011 Office of the Executive Engineer, M.I.D.C, IT Division, 303, Kubera Chambers, Shivaji Nagar, Pune - 05. Date :- 913 111

JO. M/s Pegasus Properties Pvt. Ltd. 2413, Kumar Capital, 1st floor, Camp, Pune-411 001.

> Sub :- Rajiv Gandhi Infotech Park, Ph-III @ Hinjawadi. Revised approval to building plans for proposed development on plot No. R-1/1, R-1/2, R-1/3, R-1/4.

> Ref: - 1. Your Architect's letter dt. 28.02.2011. 2. Provisional Fire N. O. C. issued by the CFO & F.A. vide letter No. MIDC/ Fire/ 2024 dt. 18.11.2010.

Dear Sir,

With reference to your application vide letter under reference at Sr. No.1 for grant of sanction of commencement certificate to carry out development work and building permit under section of 45 of MR & TP Act, 1966 to erect buildings for M/s Pegasus Properties Pvt. Ltd. on Plot No. R-1/1, R-1/2, R-1/3, R-1/4 at Rajiv Gandhi Infotech Park, Phase-III @ Hinjawadi, Pune, the commencement / building permission is granted subject to the following conditions;

- The land vacated in consequence of the enforcement of the setback rule part of the public street.
- No new building or part there of shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
- The Commencement certificate / building permit shall remain valid for a period of one year, commencing from the date of its issue, and if commencement is not started within above period, fresh permission will be necessary.
- This permission does not entitle you to develop the land which does not vest in you.
- Minimum two trees in plots having area of 200 sq.m. and such number of trees at the rate of one tree per 100 sq.m. for plot more than 200 sqm. in area shall be planted and protected.
- In case of Group Housing minimum two trees per tenement shall be planted and protected.





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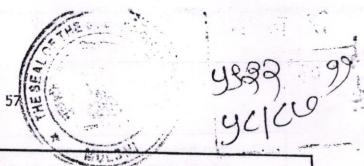
- 7. You have submitted building plans and drawings for 92,817.10 sqm. with a ground coverage over plot area 5,60,000.00 Sqm. and at present this office has approved building plans for 16408.15 Sqm. of ground coverage submitted by you. This office has approved only 11 numbers of drawings, details of which are attached in the accompanied statement
- 8. In case of approval to the revised plans the original approval to the drawings granted vide this office letter No. EE/IT/Plans/ 1685 / of 2010 dt. 26.07.2010 from the office of the Executive Engineer, MIDC., I.T. Division, Pune-05 is treated as cancelled as the drawings approved now supersede to the previously approved drawings. You are requested to return the above cancelled drawings to this office for record & cancellation.
- 9. As the drawings submitted are for new structures which were not approved previously, present approval along with the previously approved plans vide letter No. EE/IT/Plans/ 208 / of 2009 dt. 02.02.2009; EE/IT/Plans/ 2369 / of 2010 dt. 20.09.2010 and EE/IT/Plans/ 597/ of 2011 dt. 31.01.2011 by the office of the Executive Engineer, MIDC, I.T. Division, to be treated as combined approval for building.
- The building plans need to be got approved from following authorities, if applicable.
 - Department of explosives of Govt. of Maharashtra.
 - ii) Factory Inspectors Department of state Government.
 - iii) Civil Aviation Department

Specific approvals/ clearances shall be obtained from authorities like Maharashtra Pollution Control Board, Director of Industries, Chief Controller of Explosives, Inspector of Boilers and smoke Nuisance, Civil Aviation Department etc. as may be applicable.

You should submit the certified copies of the letter of approval in triplicate from the above authorities to the Executive Engineer, before any work is started.

- For the sanitary block, overhead water storage tank shall be provided for at least 900 Ltrs. per W.C. & 180 Ltrs. per urinal.
- 12. Necessary approach road to the plot from the edge of MIDC road shall be provided with a cross drainage work of RCC pipes in minimum of 600 mm dia. or slab drain & 2 service pipes of minimum 300 mm dia for crossing of essential services as may be approved by the Executive Engineer. The surface water from plot should not enter on MIDC road.
- 13. Temporary structures shall not be allowed except during construction period (after obtaining prior approval from the Executive Engineer and the same shall be demolished immediately after the completion of construction as per approved plans).
- 14. During the period of construction, stacking of the materials shall be done only in the area of plot allotted. In no case materials be stacked along MIDC's land, road, open space without approval from the Executive Engineer.
- 15. The boundary marks demarcating the boundary of plot shall be properly preserved and kept in good conditions and shown to the departmental staff as and when required.
- No tube well, bore well or dug well shall be constructed by the plot holders without written permission from the competent authority.





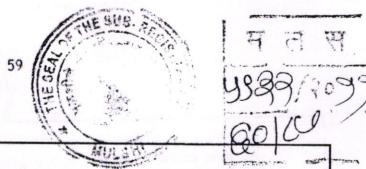
- 17. The building plans for any future additions, alternations and extensions will have to be got approved from this office as well as the department impetent to do so. While planning other buildings, adjacent to above buildings or elsewhere, provisions of Revised Development Control Regulations 2009; specially rule No. 24.1.(i,ii), shall be strictly followed and other provisions of Revised Development Control Regulations 2009 shall also be followed before submission of proposal for future.
- 18. The present approval to the building plans does not pertain to the approval to the structural designs and RCC members, foundations, etc. It is only locational approval to the structures with reference to the plot. For chemical and pharmaceutical units separate approval to drainage plans shall be obtained from this office as well as the department to do so. You are requested to submit all structural calculations with necessary drawings for record separately before application for building completion certificate.
- 19. In case any power lines are passing through the plot, the plot holder should approach to the M.S.E.D. Co. Ltd. and obtain a letter specifying the vertical and Horizontal clearance to be left and should plan the proposed structures accordingly.
- 20. Where-ever a compound wall or fencing and gate is constructed the gate should open inside the plot, if the plot is facing on two sides of the roads then the gate shall be located at least 15 mtr. from the corner i.e. junction of roads or as specifies by D.C. rules. If tree plants are corning in between the location of proposed gate, the same shall be removed & replanted as per suggestion of the DE (III) of MIDC, I T. Division, Kubera Chambers, Shivajinagar Pune-05 Footpath, landscaping if coming in between the proposed approach to gate the same shall be removed in consultation with DE (I), MIDC, I T. Division, Shivaji Nagar, Pune-05 & damages occurs if any shall be made good by the allottee at his cost as per satisfaction of MIDC.
- 21. The waste sewage from the treatment work should be soaked in a soak pit, if sewer line are not available in the area. In case if sewage system of MIDC is functioning, the sewage should be connected to drainage manhole after getting the drawing approved. Storm water flow from rain water pipe is not to be connected to MIDC's sewerage system.
- 22. Plot holder should make his own arrangements for 24 hrs. storage of water by constructing underground water storage tank of required capacity as uninterrupted water supply cannot be guaranteed by the department.
- 23. Incase if water streams are flowing through the plot allotted the plot holder has to ensure that the maximum quantity of rain water that flows at the point of entry of stream if allowed to flow to flow uninterrupted through the plot and the point of out flow of the original stream. The detailed plans, sections and designs for allowing maximum expected discharge of rain water through the plot has to be furnished to this office and no work of filling of plot and diversions of nallas should be undertaken without permission prior from the Executive Engineer.
- 24. Permission stands cancelled if no construction work is started within 12 months from the date of issue of this letter. The date of starting construction work and date of completion should be informed to the Executive Engineer.
- 25. The breach of any these stipulations shall render the plot holder liable for action as provided in MIDC ACT 1961 (III) of 1962 and Regulations made there under and also terms and schedule of penalties prescribed for by the Corporation for the purpose.
- 26. Department has got power to add amend or rescind any provision of regulations from time to time as it may deem fit and plot holder has to abide, by these rules, and regulations.



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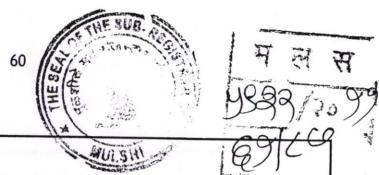
- 27. As soon as the building work is completed the but holder should approach the Executive Engineer, MIDC, I.T. Division, Kubera Chambers, Shivajinagar, Pune and get the work verified and building should not be occupied unless building completion certificate is obtained from the office.
- 28. This approval is subject to permission of competent authority under urban Land (Ceiling & Regulations) Act (C) 1956.
- 29. On completion upto plinth level, alloottee should invariably approach the concerned Executive Engineer, to check and issue plinth-checking Certificate. Any construction processed without plinth checking will be illegal and will have to be removed.
- Minimum 6.0 m. land appurtenant to the proposed building shall be kept free from any obstruction (landscaping / gardening also not allowed) as per requirement of Fire Department.
- 31. The provision of Rain Water Harvesting Structure shall have to be made as per directives of Government of Maharashtra under section 154 of MR & TP Act, 1966. The plots having an area not less than 300 Sqm. in non-gaothan areas of all towns shall have one or more Rain Water Harvesting Structures having adequate capacity considering the plot area shall be designed and constructed. Owner / Society of every building shall ensure that the Rain Water Harvesting Structure is maintained in good condition for storage of water for non potable purposes or recharge of ground water at all times. MIDC authority may impose a levy of not exceeding Rs. 1000/- per annum for every 100 Sqm. built up area for non providing or not maintaining Rain Water Harvesting Structure as required under these bye laws.
- No vehicles of employees and visitors shall be parked outside of plot premises.
- 33. Location of connection point of water supply shall be proposed after consultation with the Deputy Engineer, MIDC, E &M, Hinjewadi sub division, Chinchwad, Pune- 19 & accordingly location of sump, shall be decided. Connection point of electric power supply shall be proposed after consultation with the Deputy Engineer, MIDC, E & M Division, Chinchwad and concern MSD Co. Ltd. (Foremerly MSEB) office. Location and invert level of connection point of drainage and storm water shall be decided in consultation with the Deputy Engineer, MIDC, IT Division, Pune.
- 34. The existing trees on plot shall not be removed as far as possible. If the existing trees are within proposed development, the same shall be uprooted and replanted within plot after obtaining suggestions of the Deputy Engineer (I), MIDC, I. T. Division, Shivajinagar, Pune and related statutory authorities.
- 35. The position of gates shown on the drawing may attract traffic congestion and in such case the position of the gate shall be suitably changed. Please ensure that there shall not be obstruction to visibility from the road at corners due to





- 36. Stilt / basement proposed shall be used for parking, storing of non hazardous material & for providing utility services as mentioned in the D. C. rules. No other activities are permitted.
- 37. The layout of electrical installation shall be got approved from the concerned Electrical Inspector, before installation & once the work is completed the concerned authority shall be informed accordingly before commissioning. Copy of approval shall be submitted to this office after completion and commissioning.
- 38. Passenger and goods lift (service lift) shall be got approved from the concerned lift inspector / electrical inspector and copy of the approval shall be submitted to this office. It is advisable to plan smaller capacity lifts, adjacent large capacity passenger lifts, which can be operated in non peak hours so that power consumption can be reduced.
- Plot holder will have to make his own arrangement for disposal of his wet garbage at suitable location.
- 40. In case if any discrepancy or variation is observed in this approval, in regards to the various provisions of the relevant rules, the same shall be got clarified from the undersigned and then only construction/ development work shall be commenced otherwise the responsibility of the same shall be with you.
- 41. You are requested to consult concerned Deputy Engineer, for making approach to your plot, from MIDC's road, well in advance before starting such construction of approach.
- 42. The conditions mentioned in the provisional fire N.O.C. shall be strictly observed. If any changes are incorporated in the drawings to which provisional fire N.O.C. is issued, the same shall be got approved from fire department. The buildings are approved based on the condition of provisional Fire NOC that provision of residential flats in multi storied buildings with balconies need not be provided with refuge area. This provision be got confirmed form MIDC's fire department or else refuge area shall be proposed.
- 43. You have given concurrence to the proposal for diversion of nalla and accordingly M/s. Tata Consultancy Services is granted permission for the same. The diversion of nalla stream within your plot, if not completed by you as per the requirement of the adjacent plot holder (i.e. M/s. Tata Consultancy Services), they may be allowed to work in your plot for the above purpose, so as to avoid flooding in mansoon period, at their risk and cost.
- 44. Computerised system of checking of building plans as per MIDC DC rules is now introduced. In case if any discrepancy or variation is observed during computerized checking, you shall have to carry out necessary corrections whenever informed.
- 45. You will have to take approval from MPCB, as may be applicable. If you are constructing and operating sewage treatment plant, necessary provision for separate storage and lines for treated water shall be proposed, so that it is reused.
- 46. You are advised to complete the formalities of insurance of the building under reference from reputed insurance companies.





47. You shall submit valid application for obtaining building completion certificate at least 1 month prior to proposed date of occupation or date stipulated in the lease agreement for completion of construction, whichever is earlier, alongwith all the documents including final fire N.O.C. from MIDC's fire department, to this office, which may please be exclusively noted.

You are hereby requested to go carefully through the condition of this letter and take necessary action accordingly. Please acknowledge the receipt of this letter. Also please approach to M.S.D. Co. Ltd. authority for power connection.

Thanking you,

Encl :-

i) One copy of building plans.

Yours faithfully,

Executive Engineer & Special Planning Authority M.I.D.C, IT Division Kubera Chambers, Shivaji Nagar, Pune –05.



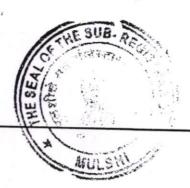


Accompaniment to letter No. EE/IT/Plans/13 89 / of 2011 displaying issued by the Executive Engineer, MIDC, I.T. Dn, Pune-05, addressed to The Director, M/s. Pegasus Properties Pvt. Ltd., For plot No. R1/1, R-1/2, R-1/3, R-1/4 of Rajiv Gandhi Infotech Park, Ph-III @ Hinjawadi, Pune.

Allotted to M/s. Pegasus Properties Pvt. Ltd.

Si No	Drawi ng		Name of Unit & reference	Floor	Built up area approved Floor wise (FSI)
1	2	3	4	5	(Sqm.)
.1	1/11	M/s Anil M. Kulkarni, Architect, 2 Namaskar Apartments, 120 4/13, Deccan Gyarnkhana, Pune – 411 004	Site layout plan, FSI statement, open space, amenity space & parking space area calculations and statement, Location plan, compound wall details		
2	2/11	do	Building Smart Homes 8 & 14 - Floor plans for stilt, 1 st to 13 th floor, terrace floor plan	1 st to 13 ^m floor (976.06 m2 per floor)	976.06 m2 x 13 floors x 2 = 25,377.56 m2
3	3/11	do	Building Smart Homes 9 & 11 - Floor plans for stilt, 1 st to 14 th floor, terrace floor plan.	1st to 14th floor (976.06 m2 per floor)	976.06 m2 x 14 floors x 2 = 27,329.68
4	4/11	do	Building Smart Homes 10 – Floor plans for stilt, 1 st to 14 th floor, terrace floor	1 st to 14 th floor (912.87 m2 per floor)	m2 912.87 m2 x 14 floors = 12,780.18 m2
5	5/11	do	Building Smart Homes 12 – Floor plans for stilt, 1 st to 14 th floor, terrace floor plan	1 st to 14 th floor (976.06 m2 per floor)	976.06 m2 x 14 floors = 13,664.84 m2
6	6/11	do	Building Smart Homes 13 – Floor plans for stilt, 1 st to 14 th floor, terrace floor plan	1 st to 14 ^m floor (976.06 m2 per floor)	976.06 m2 x 14 floors = 13,664.84 m2
7	7/11	do	Building Smart Homes 9,11, 12 & 13 – Elevations & Sections		
8	8/11	do	Building Smart Homes 8 & 14 – Elevations & Sections		
9	9/11	do	Building Smart Homes 10 – Elevations & Sections		
10	10/11	do	Area diagrams, calculations and statements for Buildings Smart home 8 to 14.		, .
1	11/11	do	Services and parking plan		
				Total	92,817.10 Sqm





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ABSTRACT

4.

Built up area approved (Under Construction)

= 2,04,188.75 Sqm.

Total Built up area approved now on all floors

92,817.10 Sqm.

Total upto date Built up area approved on all floors

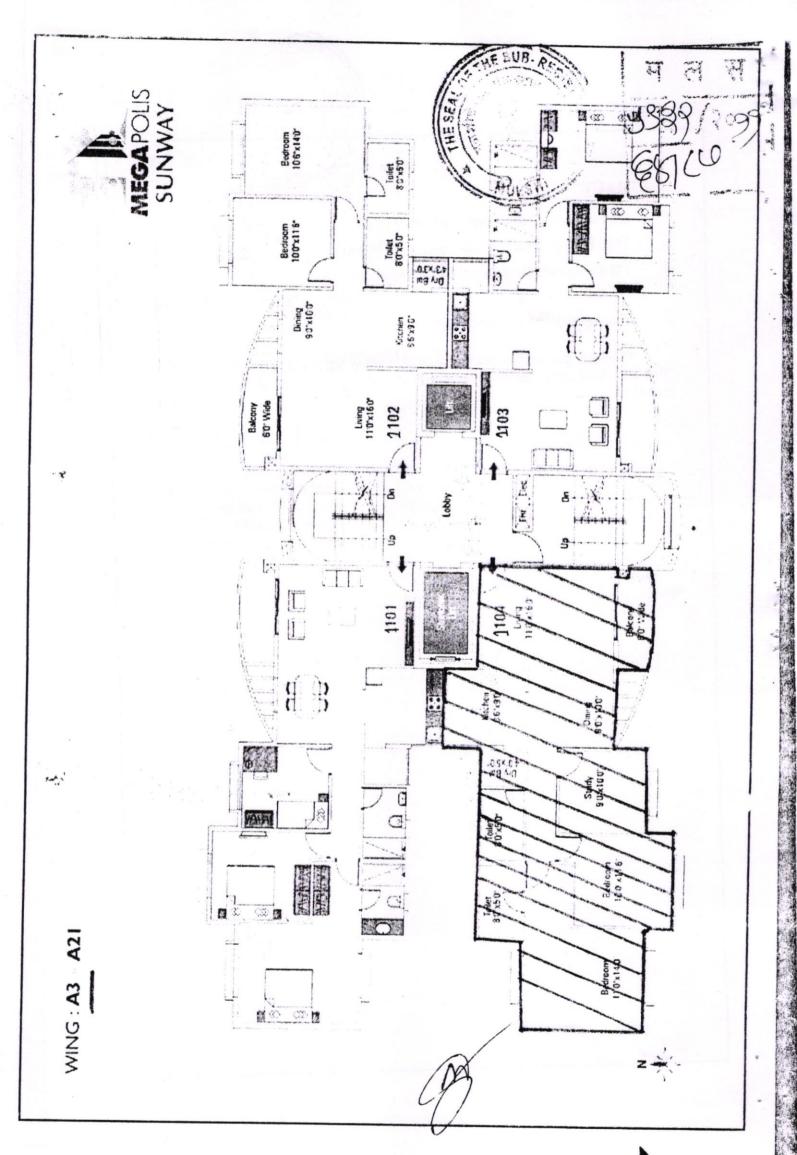
= 2,97,305.85 Sqm

Total upto date FAR consumed

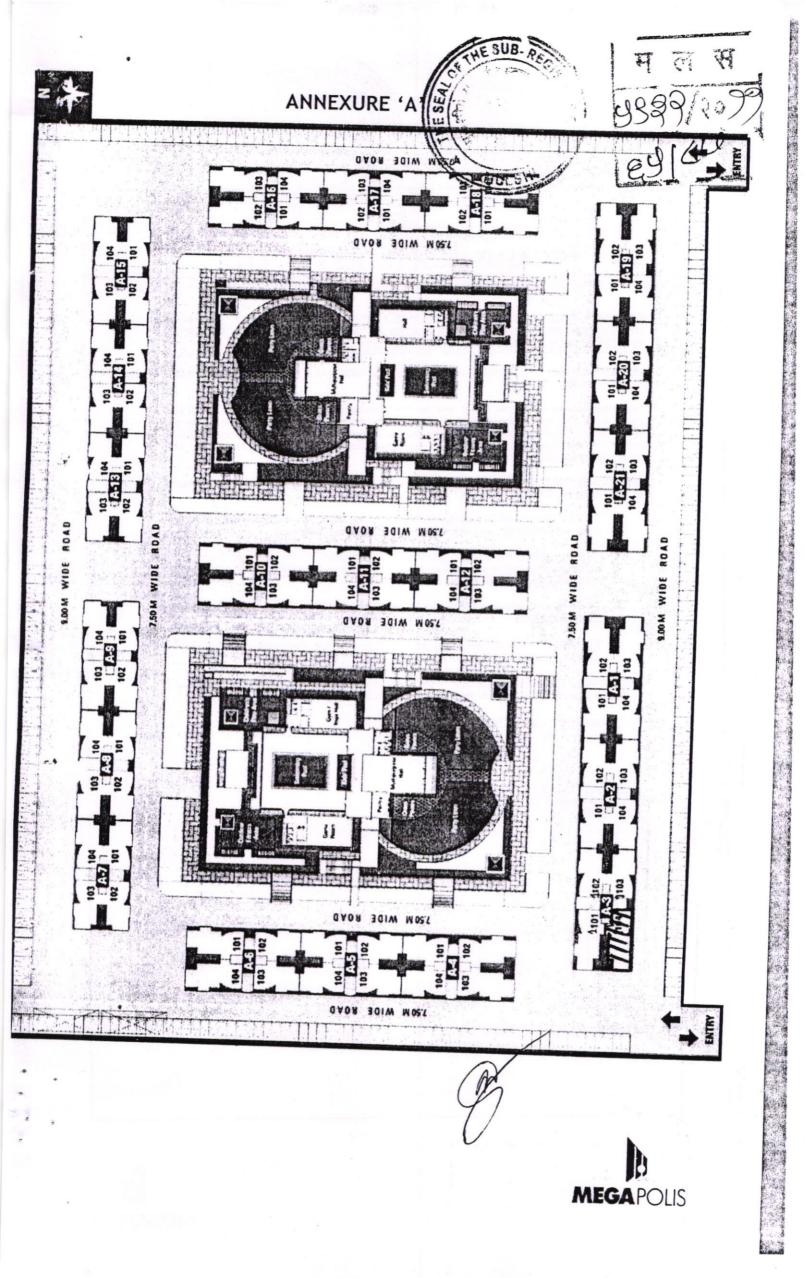
= 0.589

Previous permission granted vide this office letter No. EE/IT/Plans/ 1685 / of 2010 dt. 26.07.2010 for 90,864.06 m2 of built up area on all floors, treated as cancelled.

Executive Engineer & Special Planning Authority, M.I.D.C, IT Division, Kubera Chambers, Shivaji Nagar, Pune –05.



MEGAPOLIS





PEGASUS PROPERTIES PVT. LTD.

REGISTERED OFFICE: KUMAR CAPITAL, 1ST FLOOR, 2413, EAST STREET, CAMP. PUNE - 411 001. TEL .: 26350660, 30528888 FAX: 91-20-26353365

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF PEGASUS PROPERTIES PRIVATE LIMITED AT THE MEETING HELD ON THURSDAY THE 25TH MARCH 2010 AT THE OFFICE OF THE COMPANY AT PUNE AT 3.30 P. M.

TO AUTHORISE MR. NIKHIL GOKHALE - TO SIGN AND REGISTER CUSTOMER AGREEMENTS:

The Chairman informed the Board that for the purpose of execution of various customers' agreements from time to time in respect of company's construction projects, it was necessary to authorize Mr. Nikhil Gokhale. Further it was decided to sign and execute customer agreement on behalf of the company as Authorised Signatory. Accordingly, following resolution was unanimously passed:

"RESOLVED THAT, consent of the Board of Directors be and is hereby accorded for the purpose of authorizing Mr. Nikhil Gokhale -

- To sign, present before and register the various customer agreements with the Registrar
 on behalf of the Company as may be required from time to time.
- To sign, submit and deliver on behalf of the Company, forms, agreement, and other necessary documents as may be required by Local or Municipal or Other Government Authorities for registration of customer agreement.
- To do all such acts and deeds as may be necessary and expedient to give effect to the above resolution
- To issue POA to nominate any person to present the document before registering authority to admit his signature.

"RESOLVED FURTHER THAT a copy of this resolution be submitted to the appropriate authority under the signature of any one of the Directors of the Company."

FOR PEGASUS PROPERTIES PRIVATE LIMITED

MR. MANISH JAH

PROJECT OFFICE: PLOT NO.R1/1, R1/2, RAJIV GANDIII INFOTECII PARK, PHASE III, BEHIND TECH MAHINDRA, HINJEWADI, PUNE 411 027.

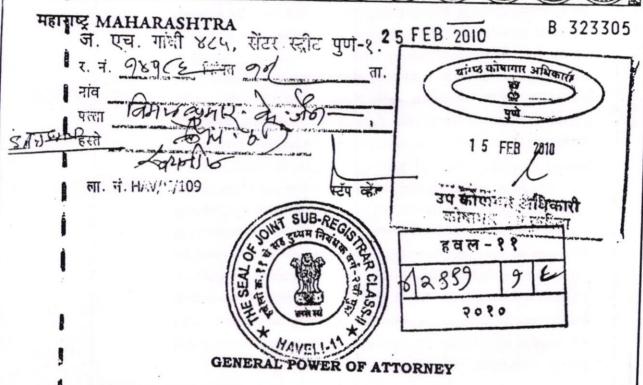
(EL.: 29233321, 32348180/81 FAX: 91-20-29233322



मारतीयम्गर न्यास्थिक
भारतायम्गर न्यास्थिक
भारता INDIA

Five Hundred
RUPEES

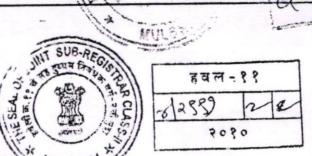
INDIA NON JUDICIAL



TO ALL TO WHOM THESE PRESENTS SHALL COME, We the undersigned 1) A) Mr. Vimalkumar Kesarimal Jain, Age - 60, Occupation - Business, 1) B) Mrs. Pushpa Vimalkumar Jain, Age - Adult, Occupation - Business 1) C) Mr. Manish Vimalkumar Jain, Age - 38, Occupation - Business,

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1) D) Mr. Rajas Vimalkumer 33, Occupation -Business all Four of them No. 1) A) to 1) D) Residing at - 11, Napier Road, Pune - 411 001, 2) A) Mr. Kewalkumar Kesarimal Jain, Age -53, Occupation - Business, 2) B) Mr. Gunwanti Kewalkumar Jain, Age - Adult, Occupation - Business 2) C) Mr. Hitesh Kewalkumar Jain, Age - 29, Occupation - Business, all three of them No. 2) A) to 2) C) Residing at - Kumar Castle, Flat No.7, 1979, Convent Street, Camp, Pune - 411 001, 3) A) Smt. Ranjana Inderkumar Jain, Age - Adult, Occupation - Business, 3) B) Mr. Amey Inderkumar Jain, Age - 22, Occupation -Business, both of them 3) A) & 3) B) Residing at - Kumar Elite. Bungalow No.10, Koregaon Park, Pune - 411 001, do hereby appoint, nominate and constitute MRS. MONICA SAMEER PHANSE, Age - 28 years, Occupation - Advocate, residing at Bharat Complex - 2A, Flat No.4, Vitthalnagar, Hadapsar, Pune -411 028, as our attorney, to represent us, before any of the Offices of Sub-Registrars from Haveli No. I (One) to Haveli No. XX (Twenty) and all the Offices of Sub-Registrars within Maharashtra State, at all times as may be necessary, and to present before them for registration of Agreements, Development Agreements, Sale-Deeds, Correction-Deeds, Lease-Deeds, Power of Attorneys, Confirmation Deeds and all other documents and deeds by whatsoever name executed by us with any person/s or firms or companies etc. either jointly or severally.

To admit our signatures and execution of the said Agreements, Development Agreements, Sale-Deeds, Correction-Deeds, Lease-Deeds, Power of Attorneys, Confirmation Deeds, etc., and to do any act, deed or thing as may be necessary to complete the registration of the said Agreements, Development Agreements, Sale-Deeds, Correction-Deeds, Lease-Deeds, Power of Attorneys, Confirmation Deeds etc. in the manner required by law and to receive such original Agreements, Development Agreements, Sale-Deeds, Correction-Deeds, Lease-Deeds, Power of Attorneys, Confirmation



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Deeds, etc. after they are duly registered and thereafter to give proper receipt and discharge for the same.

And, we 1) A) Mr. Vimalkumar Kesarimal Jain, 1) B) Mrs. Pushpa Vimalkumar Jain, 1) C) Mr. Manish Vimalkumar Jain, 1) D) Mr. Rajas Vimalkumar Jain, 2) A) Mr. Kewalkumar Kesarimal Jain, 2) B) Mr. Gunwanti Kewalkumar Jain, 2) C) Mr. Hitesh Kewalkumar Jain, 3) A) Smt. Ranjana Inderkumar Jain, 3) B) Mr. Amey Inderkumar Jain, do hereby agree and declare that all the documents admitted before any of the Sub-Registrars mentioned above by our said Attorney MRS. MONICA SAMEER PHANSE, shall always be valid and binding on us to all intents and purposes as if done by us personally, which we undertake to ratify and confirm whenever required. Our Attorney shall act on our behalf either jointly or severally as maybe necessary.

IN WITNESS WHEREOF, We have executed this General Power of Attorney at Pune on this ____ day of February, 2010.

1) A) Mr. Vimalkumar Kesarimal Jain

Pushper U Lain

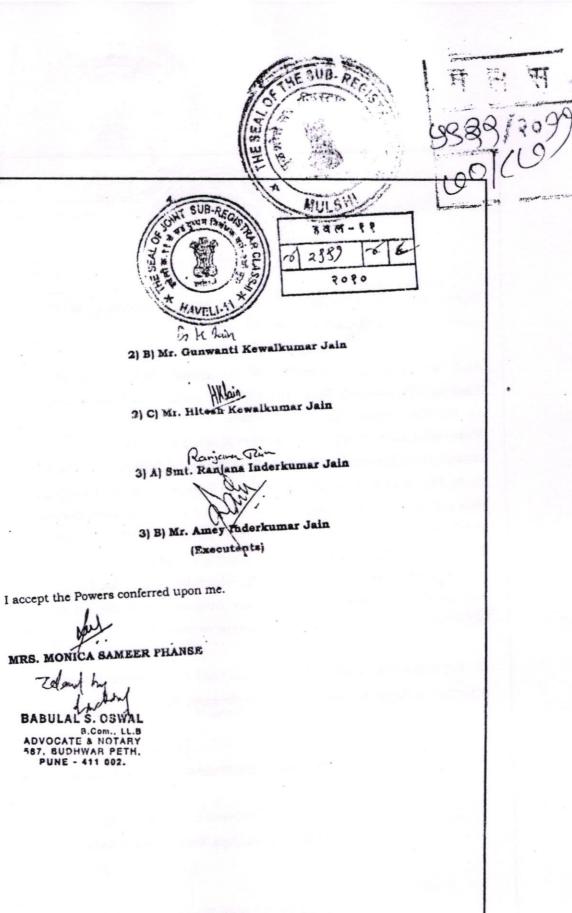
1) B) Mrs. Pushpa Vimalkumar Jain

1) C) Mr. Manish Vimalkumar Jain

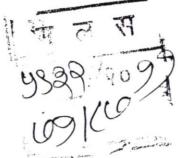
1) D) Mr. Rajas Vimalkumar Jain

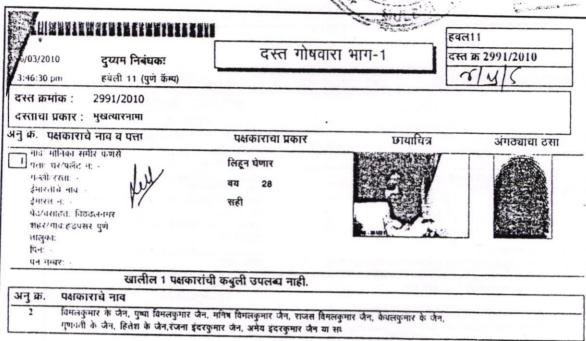
2) A) Mr. Kewalkumar Kesarimal Jain









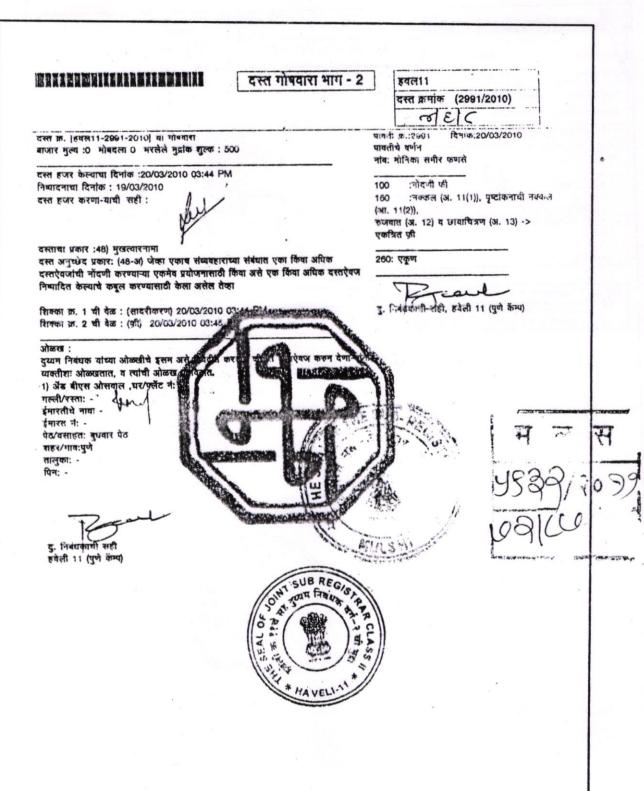




यस्तएंवज करुन येणार तथाकथीत [मुखत्यारनामा] दरतऐयज करुन दित्याचे कबूल करतात.

1 OF 1





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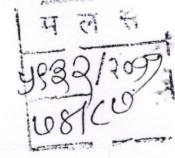
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23/03/2010 दुयम निबंधक: 6:40:11 pm हवेली 11 (पुणे कॅम्प)	दस्त गोषवारा भाग-1	हयला। दस्त क्र 2991/2010
दस्त क्रमांक : 2991/2010 दस्ताचा प्रकार : मुखत्यारनामा		
नु क्र. पक्षकाराचे नाव व पत्ता नावः विमलकुमार के जैन, पुच्या विमलकुमार जैन, भा विमलकुमार जैन, राजस विमलकुमार जैन, केवलकुमा के जैन, गुणवती के जैन, हितेश के जैन,रंजना इंदरकुमार जैन, अमेय इंदरकुमार जैन	पक्षकाराचा प्रकार छायाति नेव लिहुन देणार वय 32 सही	धेत्र अंगठधाचा उसा
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ा करुन देणार तथाकथीत [मुखत्यारनामा] दस्तऐवज करुन		







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दस्त गोषवारा भाग - 2

हवला 1 दस्त क्रमांक (2991/2010)

दस्त क्र. [हवल11-2991-2010] चा गोषवारा बाजार मुल्य :0 मोबदला 0 भरलेले मुद्रांक शुल्क : 500

दस्त हजर केल्याचा दिनांक :20/03/2010 03:44 PM

निषादनाचा दिनांक: 19/03/2010 दस्त हजर करणा-याची सहो :

दस्ताचा प्रकार :48) मुखत्यारनामा दस्त अनुच्छेद प्रकार: (48-अ) जेव्हा एकाच संव्यवहाराच्या संबंधात एका किंवा अधिक दस्तऐवजांची नोंदणी करण्याऱ्या एकमेव प्रयोजनासाठी किंवा असे एक किंवा अधिक दस्तऐवज निष्पादित केल्याचे कबूल करण्यासाठी केला असेल तेष्टा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 20/03/2010 03:44 PM

शिक्का क्र. 2 ची देळ : (फ़ी) 20/03/2010 03:45 PM(कार्यवाही पूर्ण)

शिक्का क्र. 3 ची येळ : (कबुली) 23/03/2010 06:40 PM शिक्का क्र. 4 ची वेळ : (ओळख) 23/03/2010 06:40 PM

दस्त नोंद केल्याचा दिनाक: 23/03/2010 06:40 PM

दुय्यम निबंधक यांच्या ओळ्डीचे हम्मभ असे निवेदीत करतात की, ते दस्तऐदज करन देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.

1) अंड बीएस औसवाल ,घर/फ्लॅट नं: -

गल्ली/रस्ताः -

ईमारतीचे नावः -ईमारत नं: -

पेठ/वसाहतः बुधवार पेठ

शहर/गाव:पुणे

तालुकाः -

पिन: -

दु. निबंधकाची सही हवेली 11 (पुणे कॅम्प)

1200

दिनांक:20/03/2010 पावती क्र.:2991 पावतीचे वर्णन नांव: मोनिका समीर फणसे

:नोंदणी फी 100

:नक्कल (अ. 11(1)), पृष्टांकनाची 160

नक्कल (आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

एकत्रित फी

260: एक्ण

दु. निबंधकाची सही, हवेली 11 (पुणे कम्प)

प्रमाणित करण्यात गेरी करि या दस्तपेवजात एकूण (पृथ्वे आहेत.

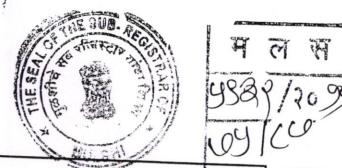
रह. बुक्तम नियंगक (वर्ग-२) हतेर प्रतिलेनंबराचे पुस्तकाचे क (वर्ग-१) हवेली कर ११ विदेश नंबरी नोंवला

सह. दुप्यम निषंधक (वर्ग-२) हवेली क. ११ विनांका 22/03 /२०१०



DSHIMRY:077766SR329 Prej med on: 23.03.1.010 (SH0):24 Designed & developed by Indo Solutions PALIM.







महमाष्ट्र MAHARASHTRA

A 931910



TO ALL WHGM THESE PRESENTS SHALL COME I Shri. NIKHIL GOKHALE, Age- Adult, Occupation- Service, authorized signatory for PEGASUS PROPERTIES PVT. LTD., a company incorporated under the Company Act, 1956 having its registered office at - 2413, East Street, Kumar Capital, 1st Floor, Camp, Pune- 411 001 SEND GREETINGS;





4 8 H 9533/2099 -

WHEREAS I am desirous some fit and proper person for the purpose to present the agreements before the registering authority viz. Sub-Registrar Mulshi / Haveli, Dist.- Pune on behalf of me which the attorneys have consented to do

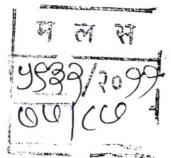
Now know yes all and these presents witness that I the said Shri. NIKHIL GOKHALE do hereby appoint, nominate and constitute 1) Mr. VISHAL RAJENDRA CHALKE, Age - 24 years, Occupation - Service, residing at - 941, Raviwar Peth, Pune-411 002, 21 MRSO SANGETA SOMNATH INFANCED (VICTOR) Adult, Occupation - Lange, Rolls 696 (Kasha) Pune-412 (Mrs. Monica Sameer Phanse, Age- 28 years, Occupation- Service, R/at- Bharat Complex, 2A, Flat No. 4, Vitthalnagar, Hadapsar, Pune-411 028, as my attorneys

- i) To represent me either one of the attorney or jointly before the Sub-Registrar, Mulshi, Tal- Mulshi, Dist. -Pune / Sub-Registrar Haveli, Dist. Pune at all times as may be necessary and to present before him for registration of the Agreements / Documents executed by me in respect of property described in Schedule written hereunder with any person or person/s or firm etc.
- ii) To admit my signatures and execution of the Agreements /
- iii) To do any act, deed or thing as may be necessary to complete the registration of the aforesaid Agreements and Documents in the manner required by law and when it has been returned to them after it is duly registered to give proper receipt and discharge for the same.
- iv) To admit the execution thereof in general for all such documents/
 agreements executed by ine.

And I, MR. NIKHIL GOKHALE, Age- Adult, Occupation- Service, for PEGASUS PROPERTIES PVT LTD., a company incorporated under the Company Act, 1956 having its registered office at - 2413, East Street, Kumar Capital, 1st Floor, Camp, Pune- 411 001 do hereby agree and declare that all Agreements / documents admitted before Sub-Registrar, Mulshi, Tal.- Mulshi, Dist.- Pune by the said 1) Mr. VISHAL









RAJENDRA CHALKE, DELANGERED (CERTALE) and/or al MONICA SAMEER PHANSE, shall be valid and binding on me for all intends and purposes as if done by me personally which I undertake to ratify and confirm wherever required.

SCHEDULE ABOVE REFERRED TO SCHEDULE - IA

All the piece or parcel of land known as Plot No. R-1/1 in the Rajiv Gandhi Infotech Park Hinjewadi, within the village limit of Man and outside the limits of Pimpri Chinchwad Municipal Corporation, Taluka Mulshi, District -Pune containing by admeasurement 196862.71 m2 or thereabouts and bounded by:

On or towards the North by :

Plot No. 2 & 3

On or towards the South by :

MIDC 45.00 Mtr. Road,

On or towards the East by

MIDC 60.00 Mtr. Road,

On or towards the West by

MIDC 45.00 Mtr. Road,

SCHEDULE - IB

All the piece or parcel of land known as Plot No. R-1/2 in the Rajiv Gandhi Infotech Park Hinjewadi, within the village limit of Man and outside the limits of Pimpri Chinchwad Municipal Corporation, Taluka Mulshi, District Pune containing by admeasurement 292830 m2 or thereabouts and bounded by:

On or towards the North by : MIDC 45.00 Mtr. Road,

On or towards the South by : MIDC Boundary,

On or towards the East by

: MIDC Boundary and 60 Mtr. Road,

On or towards the West by

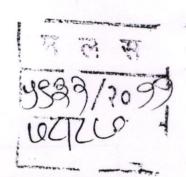
: MIDC Road & HSR

SCHEDULE - IC

All the piece or parcel of land known as Plot No. R-1/3 in the Rajiv Gandhi Infotech Park Hinjewadi, within the village limit of Man and outside the limits of Pimpri Chinchwad Municipal Corporation, Taluka Mulshi, District Pune containing by admeasurement 51845.77 m2 or thereabouts and bounded by:







On or towards the North by

On or towards the South by On or towards the East by

On or towards the West by



हयल - ११ 1300Y 2090

MIDC 45 Mtr. Road, MIDC Boundary,

SCHEDULE - ID

All the piece or parcel of land known as Plot No. R-1/4 in the Rajiv Gandhi Infotech Park Hinjewadl, within the village limit of Man and outside the limits of Pimpri Chinchwad Municipal Corporation, Taluka Mulshi, District Pune containing by admeasurement 18462 m2 or thereabouts and bounded by:

On or towards the North by :

Man Road,

On or towards the South by :

MIDC Land,

On or towards the East by :

MIDC Land

On or towards the West by

MIDC Boundary,

WITNESS WHEREOF I have executed this General Power of the year TWO THOUSAND TEN.

(EXECUTANT)

nferred upon us,

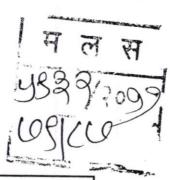
1. MR. VISHAL RA

O. MESOSANOIDA SOMBERSO DE ANGERAS (VERNALE)

2. MRS. MONICA SAMEER PHANSE,

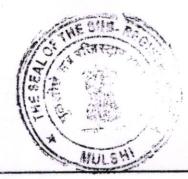


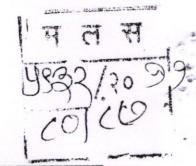




1/04/2010	ट्रस्ट गोणसम् रूप	हवल11
//04/2010 दुय्यम निबंधकः	दस्त गोषवारा भाग-1	दस्त क 3705/2010
1:12:51 pm हवेली 11 (पुणे कॅम्प)		4 (
दस्त क्रमांक : 3705/2010		
दस्ताचा प्रकार: मुखत्यारनामा		
नु क्र. पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार छाया	
ा विशाल राजेंद्र चाळके पत्ताः घर/फ्लॅट नं: -		चेत्र अंगठ्याचा उसा
गल्नी/रस्ताः -	लिहून घेणार	SHARE!
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नावः निर्धाल - गोखले		
े पत्ताः घर/फ्लॅट नः -	तिहून देणार	1
गल्ली/रस्ताः -	वय 36	1
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पॅन नम्बर: -		
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दस्त गोषवारा भाग - 2

हवल11

दस्त क्रमांक (3705/2010) 🐰

812

दस्त क्र. [हवल11-3705-2010] चा गोववारा

बाजार मुल्य :0 मोबदला 0 भरलेले मुद्रांक शुल्क : 500

पावती क्र.:3705

दिनांक:07/04/2010

पावतीचे वर्णन

नांव: विशाल राजेंद्र धाळके

दस्त हजर केल्याचा दिनांक :07/04/2010 01:10 PM निष्पादनाचा दिनांक : 07/04/2010

दस्त हजर करणा-याची सही:

:नोंदणी फी 100

160 :नक्कल (अ. 11(1)), पृष्टांकनाची नव

(эп. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

एकत्रित फी

260: एकूण

दस्ताचा प्रकार :48) मुखत्यारंनामा

दस्त अनुष्धेद प्रकार: (48-अ) जेव्हा एकाच संवादहाराच्या संबंधात एका किया अधिक दस्तऐवजांची नोंदणी करण्याऱ्या एकमेव प्रयोजनासाठी किंवा असे एक किंवा अधिक दस्तऐयज निब्यादित केल्याचे कडूल करण्यासाठ केला असेल तेला

दु. निबंधकाची सही, हवेली 11 (पुणे कॅम्प)

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 07/04/2010 01 शिक्का क. 2 थी वेळ : (फ़ी) 07/04/2010 01:13

ओळख:

दुय्यम निबंधक योच्या ओळळीचे इसम असे दुय्यम् निबंधक याच्या आळणा - वार्याया व्यक्तीशः ओळखतात, व त्यांची ओळख स 1) अंड बीएस ओसवाल ,घ्र/फ़्लॅट नं:

गल्ली/रस्ताः -ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहतः मुधवार येठ

शहर/गाव:पुणे

तालुकाः -

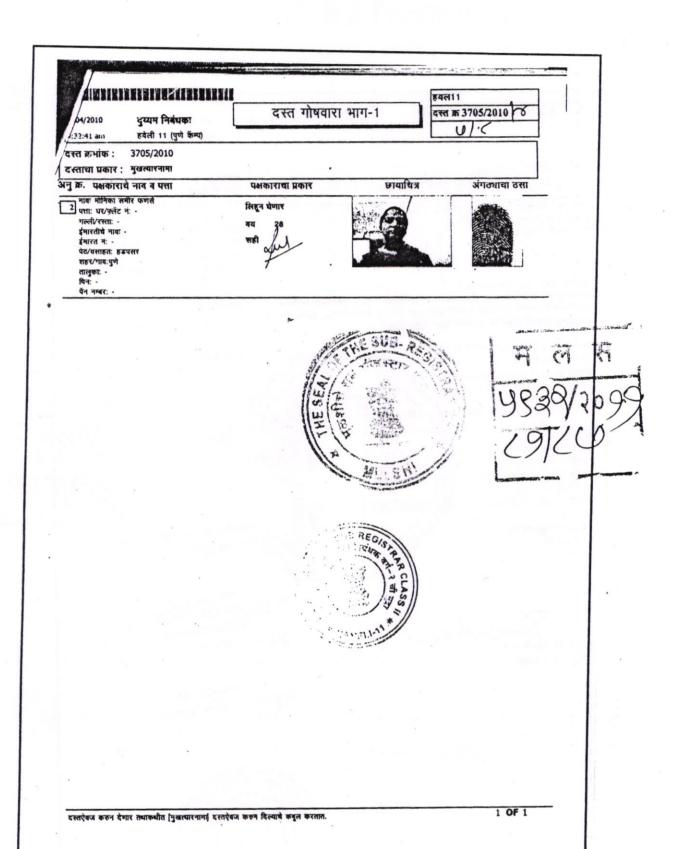
पिन: -

हवेली 11 (पुणे कॅम्प)



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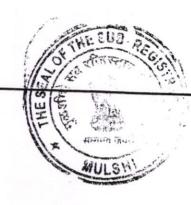
MEGAPOLIS





	रिंग भाग - 2 हिवला 1 दस्त क्रमांक (3705/2010)
दस्त क. [हवला 1-3705-2010] चा गोषशीया बाजार मुल्य :0 मोबदला ० मरलेले मुद्रांक शुल्क : 500	पावती क.:3705 दिनाक:07/04/2010 पावतीचे वर्णन
दस्त हजर केल्याचा दिनांक :07/04/2010 01:10 PM निष्पादनाचा दिनांक : 07/04/2010 दस्त हजर करणा-याची सही :	नांवः विशाल राजेंद्र घाळक 100 :नोंदणी फी 160 :नक्कल (अ. 11(1)), पृष्टांकनाची नर (आ. 11(2)), रूजदात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी
निष्पादित केल्याचे कबूल करण्यासाठी केला असेल तेव्हा	धिक दस्तऐवज
शिक्का क. 1 बी बेळ : (आवर्गाजरण) 07/04/2010 01 10 DM शिक्का क. 2 वी वेळ : (क) 07/04/2010 01:12 विका क. 3 वी वेळ : (कुली) 08/04/2010 00118 शिक्का क. 4 ची वेळ : (ओळख) 08/04/2010	व निमालाची सही, हवली 11 (पुण करव)
दस्त नोंद केल्याचा दिनांक : 08/04/2010 09:32 AA	
ओळख : दुस्यम निबंधक यांच्या ओळखीचे इत्तम किवेदीत कालात की वे	9888/209
व्यक्तीशः ओळ्ळतातः, व त्यांची ओळ्ळा ततातः 1) ॲट बीएस ओसवाल , घर/फ्लॅंट ने: गल्ली/रस्ताः - ब्यारतीचे नावः -	calco-
पेठ/वसाहतः बुधवार पेठ शहर/गाव:पुणे तालुका: -	प्रमाणित काण्यात येते की, प्रमाणित काण्यात येते की, प्रमाणित एकूण (पृथ्वे आहेत.
पिन: -	
Roule	कर्ता निर्मा (वर्ग-१) हवली क्र.११ निर्मा नेतार्थ पुस्तकार्थ
दु. निबंधकाची सही हवेली 11 (पुणे कॅम्प)	३७०५ नेवर्रा महाताची
	स्ताः तुप्पा निर्वासः (१३०६-२) वर्गलारः ११
	वित्रांक ६ / ० छ । २०६०
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(2/CC)

घोषणापत्र

सौ. मोनिका समीर फणसे, याद्वारे घोषीत करते की, दुय्यम निबंधक यांचे, कार्यालयात श्री. मनिष विमलकुमार जैन व श्री. निखील गोखले यांनी निष्पादित केलेला करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री. मनीष विमलकुमार जैन यांनी दस्त क्र. २९९१/२०१०, २०/३/२०१० रोजी व श्री. निखील गोखले यांनी दस्त दि. ३७०५/२०१०, दि. क्र. ७/४/२०१० रोजी कुलमुखत्यारपत्राच्या आधारे, सदर दस्त नोंदणीस सादर केला आहे / कबुलीजबाब दिला आहे. सदर दि. २०/३/२०१० क्र. २९९१/२०१० ने नोंदविण्यात आलेल्या कुलमुखत्यारपत्रातील लिहून देणार व्यक्तींपैकी श्री. विमलकुमार केसरीमल जैन हे मयत झालेले असून सदर कुलमुखत्यारपत्र त्यांचेकरिता वापरणेत येणार नाही. तसेच अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पुर्णपणे वैध असून उतरोक्त कृती करण्यास मी पुर्णत: सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन, यांची मला जाणीव आहे.

दिनांक: ९/१२/२०११

कुलमुखत्यारपत्र धारकाचे नाव व सही





BAR COUNTIL OF . manarashtra & eda



NAME: Monica Uday Pondso.
RESIDENCE: Haveli, Dist-Pung.
ROLL No.: Hab/ 1931/2006.
ENROLLED ON: 7.7.2006.

DATE OF BIRTH : 30. 10. 1981. "V SECRETARY





ADVOCATE

BAR COUNCIL OF MAHARASHTRA & GOA

HIGH COURT, BOMBAY O: 2267 3371/ 2265 6567

NAME: Vandana Mahadev Gaikwad. RESIDENCE: Tal-Haveli, Dist-Pune.

ROLL No .: Mah/1932 / 2006. ENROLLED ON: 7.7.2006.

DATE OF BIRTH: 18. 12. 1961.

SECHETARY

आयकर विमार INCOMETAX DEPARTMENT PEGASUS PROPERTIES PRIVATE LIMITED

MEGAPOLIS

आयकर विभाग INCOME TAX DEPARTMENT USHA GOPAL DANEE



भारत सरकार GOVT OF INDIA

CHALAPATIRAO VANKATA GOVINDRAJU 07/07/1975 Retmanent Account Number ADXPD4212F







आयकर विभाग INCOME TAX DEPARTMENT



भारत सरकार GOVT OF INDIA

GOPAL CHINTAMAN DANEE

CHINTAMAN GOPAL DANEE

21/04/1970

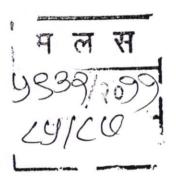
Permanent Account Numbe ADAPD2236Q











[a、[g]g。 435 首為[[a]]等於[[a]] 435 [[a]] 436 [[a

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

मलेपा दरत क्र 5932/2011

2:29:17 pm दस्त क्रमांक :

09/12/2011

मुळशी

5932/2011

दस्ताचा प्रकार: करारनामा अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

नावः गोपाळ चितामण दाणी . . 1 पत्ताः घर/फ्लॅट नंः .

गल्ली/रस्ताः .

ईमारतीचे नावः .

ईमारत नं: .

पेट/वसाहतः बी/4, विशाखा, चाफेकर बंधू मार्ग, मुलुंड

Ч

शहर/गाव:मुंबई

तालुकाः . पिन: 400081 सही

लिहून घेणार

वय





नावः उषा गोपाळ दाणी . . 2 पत्ताः घर/फ़लॅट नंः सदर

गल्ली/रस्ताः .

ईमारतीचे नावः . ईमारत नं: .

पेठ/वसाहतः .

शहर/गाव:.

तालुका: . पिन: 400081

पॅन नम्बर: ADXPD4212F

लिहून घेणार

वय





नावः मे. पिगॅसस प्रॉपटीज प्रा.लि. (AAECP1420E)तर्फ 3 संचालक श्री मनिष विमलकुमार जैन किंवा अधिकृत सहीकरणार निखिल गोखले यांचे तर्फे वि.कु.मू.म्हणून मोनिका फणसे . .

पत्ताः घर/फ्लॅट नंः . गल्ली/रस

लिहून देणार

वय 29

सही







दस्त गोषवारा भाग - 2

मलस

दस्त क्रमांक (5932/2011)

दिनांक:09/12/2011

दस्त क्र. [मलस-5932-2011] चा गोषवारा

बाजार मुल्य :2515625 मोबदला 4226500 भरलेले मुद्रांक शुल्क : 84600

दस्त हजर केल्याचा दिनांक :09/12/2011 02:24 PM

निष्पादनाचा दिनांक: 09/12/2011

दस्त हजर करणा-याची सही:

दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 09/12/2011 02:24 PM

शिक्का क्र. 2 ची वेळ : (फ़ी) 09/12/2011 02:27 PM शिक्का क्र. 3 ची वेळ : (कबुली) 09/12/2011 02:28 PM शिक्का क्र. 4 ची वेळ : (ओळख) 09/12/2011 02:28 PM नांवः गोपाळ चिंतामण दाणी . .

पावती क्र.:6087

पावतीचे वर्णन

30000 :नोंदणी फी :नक्कल (अ. 11(1)), पृष्टांकनाची 1740

नक्कल (आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

एकत्रित फ़ी

31740: एकूण

दु. निबंधका 🗗 रसही, मुळशी

प्रमाणित या यात येते की या दस्ता मध्य

दुय्यम निर्वधक मुळशी (पीड)

दस्त नोंद केल्याचा दिनांक : 09/12/2011 02:28 PM

दुय्यम निबंधक यांच्या ओळ्खीचे इसम असे निवेदीत व्यक्तीशः ओळ्खतात, व त्यांची ओळख पटविज्ञत.

1) ॲड. वंदना महादेव गायकवाड. . ,घर्र फूलेंट नं: .

गल्ली/रस्ताः .

ईमारतीचे नावः .

ईमारत नं: . पेठ/वसाहत: कोथरुड

शहर/गाव: पुणे

तालुकाः . पिन: 0

मुळशी

एकुण

