



Friday, March 26, 2021
12:51 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 4434 दिनांक: 26/03/2021

गावाचे नाव: मुगांव
दस्तऐवजाचा अनुक्रमांक: मलस-3557-2021
दस्तऐवजाचा प्रकार: करारनामा
सादर करणाऱ्याचे नाव: श्रीरंग एम वैदय

नोंदणी फी रु. 30000.00
दस्त हाताळणी फी रु. 2900.00
पृष्ठांची संख्या: 145

एकूण: रु. 32900.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
1:10 PM ह्या वेळेस मिळेल.

[Signature]
दुग्धम निबंधक मुळशी (पौड)

बाजार मुल्य: रु. 8833777 /-
मोबदला रु. 15785200/-
भरलेले मुद्रांक शुल्क : रु. 631500/-

- 1) देयकाचा प्रकार: DHC रकम: रु. 900/-
डीडी/घनादेश/पे ऑर्डर क्रमांक: 2603202101092 दिनांक: 26/03/2021
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: DHC रकम: रु. 2000/-
डीडी/घनादेश/पे ऑर्डर क्रमांक: 2603202101391 दिनांक: 26/03/2021
बँकेचे नाव व पत्ता:
- 3) देयकाचा प्रकार: eChallan रकम: रु. 30000/-
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH013854175202021E दिनांक: 26/03/2021
बँकेचे नाव व पत्ता:

दस्तावेज मूळ दस्त

.....

.....

[Signature]

(दस्ता हस्ताक्षर यांची स्वाक्षरी)

दिनांक:-

UcT

3/26/2021



15/04/2021

सूची क्र.2

दुय्यम निबंधक : दु.नि. मुळशी

दस्त क्रमांक : 3557/2021

नोंदणी :

Regn.63m

गावाचे नाव : भुगांव

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	15785200
(3) बाजारभाव(भाडेपट्ट्याच्या नाबतितपट्टाकार आकारणी देतो की पट्टेदार ते मसुद करावे)	8833777
(4) भू-मापन, पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव: पुणे इतर वर्णन : इतर माहिती: गांव मौजे भुगांव ता. मुळशी जि. पुणे येथील सव्हे न. 274/1, 275/1, 275/2, 414/3, 414/4, 414/6, 414/7 पै, 415/1, 415/2, 415/3, 415/4, 415/5, 415/7, 416/1, 416/2, 416/3, 416/4, 417/1, 417/2, 418/1, 418/2, 420/5, 420/6, 421/1, 421/2, 421/3, 422/1 पै, 422/2, 423/2 पै, 423/2, 423/3, 424/1, 424/2, 425, 426/1, 426/2, 428, 429/1/1, 429/1/2, 429/2, 429/3, 429/4, 431/1, 431/3, 432/1, 451 पै, 452 पै, 453 पै, 454/1, 454/2, 455/1 पै, 455/2 पै, व 457/1 असे एकूण क्षेत्र 14 हे. 96.50 आर म्हणजेच 149650 चौ.मी. क्षेत्रावर होत असलेल्या स्कायआय सॉगबर्ड्स या नावाच्या प्रोजेक्ट मधील मधील इमारत क्र. 18, 18A मधील अकराव्या मजल्यावरील निवासी युनिट क्र. 1101 यांसी कारपेट क्षेत्र 1328 चौ.फुट म्हणजेच 123.41 चौ.मी., एनक्लोझ्ड बाल्कनी क्षेत्र 272 चौ.फुट. म्हणजेच 25.24 चौ.मी., ड्राय बाल्कनी क्षेत्र 35 चौ.फुट. म्हणजेच 3.23 चौ.मी. व लगतचे टेरेस क्षेत्र 235 चौ.फुट म्हणजेच 21.86 चौ.मी. आणि सदरहु इमारतीच्या सामाईक सोईसुविधा, जिना व इतर जागा मधील हिस्सा 655 चौ.फुट म्हणजेच 61 चौ.मी. (Survey Number : 274/1 व इतर ;)
(5) क्षेत्रफळ	1) 123.41 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/सिद्ध ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- मे. एनर्जिया स्कायआय डेव्हलपर्स, नोंदणीकृत भागीदारी संस्था तर्फे भागीदार अमित अनिल जगताप व सुशांत मोहन जाधव यांचे तर्फे वि कु मू म्हणून विजय सदाशिव भोसले वय:-36; पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:- प्लॉट नं. 21, स.नं. 77/2/16, सुगत रेसिडेन्सी, सुसारी कॉलनी कोथरुड पुणे, रोड नं:-, महाराष्ट्र, पुणे. पिन कोड:- 411038 पॅन नं:- AADFE1894M 2): नाव:- मा. दे. बाळासाहेब सोपान चोळे व इतर 26 व बाळकृष्ण वसंत सुर्वे व इतर 19 यांचे तर्फे मुखत्यार म्हणून व मे. एनर्जिया स्कायआय डेव्हलपर्स तर्फे भागीदार अमित अनिल जगताप व सुशांत मोहन जाधव यांचे तर्फे वि कु मू म्हणून विजय सदाशिव भोसले वय:-36; पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:- प्लॉट नं. 21, स.नं. 77/2/16, सुगत रेसिडेन्सी, सुसारी कॉलनी कोथरुड पुणे, रोड नं:-, महाराष्ट्र, पुणे. पिन कोड:- 411038 पॅन नं:- AADFE1894M
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- श्रीरंग एम वैदय वय:-46; पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं: 6/507 वेद विहार, वेदभवन जवळ, पौडरोड, कोथरुड, पुणे, रोड नं:-, महाराष्ट्र, पुणे. पिन कोड:- 411038 पॅन नं:- AALPV8627M 2): नाव:- श्वेता श्रीरंग वैदय वय:-41; पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं: 6/507 वेद विहार, वेदभवन जवळ, पौडरोड, कोथरुड, पुणे, रोड नं:-, महाराष्ट्र, पुणे. पिन कोड:- 411038 पॅन नं:- AJZPV0400B
(9) दस्तऐवज करून दिल्याचा दिनांक	26/03/2021
(10) दस्त नोंदणी केल्याचा दिनांक	15/04/2021
(11) अनुक्रमांक, खंड व पृष्ठ	3557/2021
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	631500
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	SHREERANG M VAIDYA	eChallan	69103332021032413363	MH013854175202021E	631500.00	SD	0006558577202021	26/03/2021
2		DHC		2603202101092	900	RF	2603202101092D	26/03/2021
3		DHC		2603202101391	2000	RF	2603202101391D	26/03/2021
4	SHREERANG M VAIDYA	eChallan		MH013854175202021E	30000	RF	0006558577202021	26/03/2021

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

मी नक्कल केली
मी वाचली
मी रुजवात घेतली

अस्सल घर हुकुम नक्कल

दुय्यम निबंधक पौड (मुळशी)





CHALLAN
MTR Form Number-6



GRN	MH013854175202021E	BARCODE			Date	24/03/2021-14:45:52	Form ID	25.2			
Department	Inspector General Of Registration			Payer Details							
Type of Payment	Stamp Duty Registration Fee		TAX ID / TAN (If Any)								
Office Name	MLS_MULSHI 1 SUB REGISTRAR		PAN No.(If Applicable)	AALPV8627M							
Location	PUNE		Full Name	SHREERANG M VAIDYA							
Year	2020-2021 One Time		Flat/Block No.	SKYI SONGBIRDS BLDG NO 18 18A UNIT NO							
			Premises/Building	1101							
Account Head Details			Amount In Rs.								
003004640	Stamp Duty		631500.00		Road/Street	GAT NO 274/1 AND OTHERS VILLAGE BHUGAON TALUKA MULSHI					
003006330	Registration Fee		30000.00		Area/Locality	PUNE					
					Town/City/District						
					PIN	4	1	2	1	1	5
					Remarks (If Any)	SKYI					
					PAN2=AA0FE189-M-SecondPartyName=ENERRGIA	SKYI DEVELOPERS-					
					3440	2022					
Total			6,61,500.00		Amount In Words	Six Lakh Sixty One Thousand Five Hundred Rupees Only					
Payment Details			IDBI BANK		FOR USE IN RECEIVING BANK						
Cheque-DD Details			Bank CIN	Ref. No.	69103332021032413363	694759715					
Cheque/DD No.			Bank Date	RBI Date	24/03/2021-14:53:34	Not Verified with RBI					
Name of Bank			Bank-Branch	IDBI BANK							
Name of Branch			Scroll No. , Date	Not Verified with Scroll							



मल्लस
3440
2022

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

Mobile No. : 8380064134

सदर चलान केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलान लागू नाही.

Handwritten signature



CHALLAN
MTR Form Number-6



GRN	MH013854175202021E	BARCODE		Date	24/03/2021-14:45:52	Form ID	25.2
Department	Inspector General Of Registration			Payer Details			
Stamp Duty	Registration Fee			TAX ID / TAN (If Any)			
Type of Payment	Registration Fee			PAN No.(If Applicable)	AALPV8627M		
Office Name	MLS_MULSHI 1 SUB REGISTRAR			Full Name	SHREERANG M VAIDYA		
Location	PUNE			Flat/Block No.	SKYI SONGBIRDS BLDG NO 18 18A UNIT NO		
Year	2020-2021 One Time			Premises/Building	1101		

Account Head Details	Amount In Rs.	Road/Street	Area/Locality	Town/City/District	PIN
0030046401 Stamp Duty	631500.00	GAT NO 274/1 AND OTHERS VILLAGE BHUGAON TALUKA MULSHI	PUNE		4 1 2 1 1 5
0030063301 Registration Fee	30000.00				
		<div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center;">मसस</p> <p style="text-align: center;">(Remarks If Any)</p> <p>3446 9 08</p> <p style="text-align: center;">2022</p> </div>			
		PAN2=AA0FE1894M-SecondPartyName=ENERRGIA SKYI DEVELOPERS-			
Total	6,61,500.00	Amount In Words	Six Lakh Sixty One Thousand Five Hundred Rupees Only		
Payment Details		FOR USE IN RECEIVING BANK			
IDBI BANK		Bank CIN	Ref. No.	69103332021032413363	694759715
Cheque-DD Details		Bank Date	RBI Date	24/03/2021-14:53:34	Not Verified with RBI
Cheque/DD No.		Bank-Branch		IDBI BANK	
Name of Bank		Scroll No. , Date		Not Verified with Scroll	
Name of Branch					



Department ID : Mobile No. : 8380064134
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सादर चलान केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सादर चलान लागू नाही.

Shreerang M Vaidya



म ल स

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२०२१



GRN	MH013854175202021E	BARCODE		Date	24/03/2021-14:45:52	Form ID	25.2
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Department	Inspector General Of Registration		Payer Details	
Type of Payment	Stamp Duty	TAX ID / TAN (If Any)		
	Registration Fee	PAN No.(If Applicable)	AALPV8627M	
Office Name	MLS_MULSHI 1 SUB REGISTRAR	Full Name	SHREERANG M VAIDYA	
Location	PUNE	Flat/Block No.	SKYI SONGBIRDS BLDG NO 18 18A UNIT NO	
Year	2020-2021 One Time	Premises/Building	1101	

Account Head Details	Amount In Rs.	Road/Street	GAT NO 274/1 AND OTHERS VILLAGE BHUGAON TALUKA MULSHI
0030046401 Stamp Duty	631500.00	Area/Locality	PUNE
0030063301 Registration Fee	30000.00	Town/City/District	
		PIN	4 1 2 1 1 5
		Remarks (If Any)	PAN2=AADFE1894M-SecondPartyName=ENERGGIA SKYI DEVELOPERS-
		Amount In	Six Lakh Sixty One Thousand Five Hundred Rupees On
		Words	ly
Total	6.61,500.00		

DEFACTED

₹ 661500.00

DEFACTED

Payment Details	IDBI BANK		FOR USE IN RECEIVING BANK	
Cheque/DD Details		Bank CIN	Ref. No.	69103332021032413363 694759715
Cheque/DD No.		Bank Date	RBI Date	24/03/2021-14:53:34 25/03/2021
Name of Bank		Bank-Branch	IDBI BANK	
Name of Branch		Scroll No. , Date	101 . 25/03/2021	

Department ID : Mobile No. : 8380064134
 NOTE:- This challan is valid document to be registered in Sub Registrar office only. Not valid for unregistered document.
 यादव चालन कडक वरुणुन नोदणी करवयाच्या दस्तासादी लागू आहे. नोदणी न करवयाच्या दस्तासादी सदर चालन लागू नाही.

Signature Not Verified

Digitally signed by DS
 VIRTUAL TREASURY
 MUMBAI 03
 Date: 2021.03.26
 20:17:34 IST

Reason: Secure Document
 Location: India

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(IS)-18-3557	0006558577202021	26/03/2021-12:51:10	IGR034	30000.00

GRN : MH013854175202021E Amount : 6,61,500.00 Bank : IDBI BANK Date : 24/03/2021-14:45:52

2	(IS)-18-3557	0006558577202021	26/03/2021-12:51:10	IGR034	63150000
Total Defacement Amount					6,61,500.00

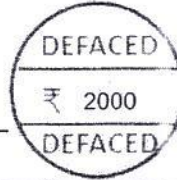


D H C
Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 2603202101391 Receipt Date 26/03/2021

Received from energia skyi, Mobile number 9922969020, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 3557 dated 26/03/2021 at the Sub Registrar office S.R. Mulshi of the District Pune Gramin.



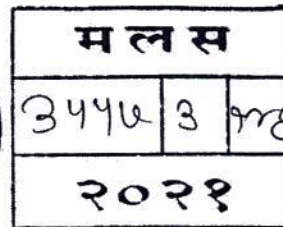
Payment Details


Bank Name	UBIN	Payment Date	26/03/2021
Bank CIN	10004152021032601162	REF No.	512809988
Deface No	2603202101391D	Deface Date	26/03/2021


This is computer generated receipt, hence no signature is required.

Signature Not Verified

Digitally signed by DS
VIRTUAL TREASURY
MUMBAI 03
Date: 2021.03.26
20:17:34 IST
Reason: Secure
Document
Location: India



मूल्यांकन पत्रक (प्रभाव क्षेत्र - बांधीव)		26 March 2021 11:18:40 AM																									
Valuation ID	202103262836	पत्रक																									
मूल्यांकन वर्ष	2020	 <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p style="text-align: center; margin: 0;">म ल स</p> <p style="font-size: 2em; margin: 0;">3446 r 888</p> <p style="font-size: 2em; margin: 0;">२०२१</p> </div>																									
विवरण	पूण																										
मूल्यांकन क्षेत्र	मुद्रण																										
मूल्यांकन क्षेत्र	मुद्रण																										
मूल्यांकन क्षेत्र	मुद्रण																										
मूल्यांकन क्षेत्र	मुद्रण	प्रमाणित																									
मूल्यांकन क्षेत्र	Influence Area																										
<p>वैयक्तिक मूल्य दर तालिकाप्रमाण मूल्यदर रु. 37450</p>																											
<p>व्यापारिक क्षेत्राची मर्यादीत</p> <table border="0"> <tr> <td>मिळवणीचा क्षेत्र -</td> <td>135.751 चौ.मीटर</td> <td>मिळवणीचा प्रकार -</td> <td>विशेषी मर्यादीत</td> <td>मिळवणीचा प्रकार -</td> <td>बांधीव</td> </tr> <tr> <td>व्यवसायिक क्षेत्र -</td> <td>1-30 चौ.मीटर</td> <td>मिळवणीचा प्रकार -</td> <td>0-10 चौ.मीटर</td> <td>मूल्यदर/व्यवसायिक क्षेत्र -</td> <td>Rs.37450/-</td> </tr> <tr> <td>उद्योगिक क्षेत्र -</td> <td>अथ</td> <td>प्रकार -</td> <td>11th to 20th Floor</td> <td></td> <td></td> </tr> <tr> <td>मूल्यांकन क्षेत्र -</td> <td>2 hector and above</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <p>Sale Type - First Sale Sale/Resale of built up Property constructed after circular dt 02/01/2018</p>				मिळवणीचा क्षेत्र -	135.751 चौ.मीटर	मिळवणीचा प्रकार -	विशेषी मर्यादीत	मिळवणीचा प्रकार -	बांधीव	व्यवसायिक क्षेत्र -	1-30 चौ.मीटर	मिळवणीचा प्रकार -	0-10 चौ.मीटर	मूल्यदर/व्यवसायिक क्षेत्र -	Rs.37450/-	उद्योगिक क्षेत्र -	अथ	प्रकार -	11th to 20th Floor			मूल्यांकन क्षेत्र -	2 hector and above				
मिळवणीचा क्षेत्र -	135.751 चौ.मीटर	मिळवणीचा प्रकार -	विशेषी मर्यादीत	मिळवणीचा प्रकार -	बांधीव																						
व्यवसायिक क्षेत्र -	1-30 चौ.मीटर	मिळवणीचा प्रकार -	0-10 चौ.मीटर	मूल्यदर/व्यवसायिक क्षेत्र -	Rs.37450/-																						
उद्योगिक क्षेत्र -	अथ	प्रकार -	11th to 20th Floor																								
मूल्यांकन क्षेत्र -	2 hector and above																										
<p>प्रमाणित मूल्य = (वैयक्तिक मूल्यदर * मूल्यांकन क्षेत्र) = (37450 * (100 / 100)) = Rs.37450/-</p>																											
<p>मूल्यांकन क्षेत्राचा मूल्य = 1.08 of 37450 = Rs.40446/-</p> <p>प्रमाणित मूल्य + मूल्यांकन क्षेत्राचा मूल्य = (प्रमाणित मूल्य + मूल्यांकन क्षेत्राचा मूल्य) * 110% = (37450 + 40446) * 110% = Rs.44491/-</p>																											
<p>Rules Applicable 3, 5 & 4</p>																											
A)	मूळ मिळवणीचे मूल्य	= प्रमाणित मूल्यदर * मिळवणीचा क्षेत्र = 44491 * 135.751 = Rs.6039697.741/-																									
C)	बांधीव मूल्य	12.5% क्षेत्र = 12.5% * (44491 * 25/100) = Rs.139034.375/-																									
D)	मूल्यांकन क्षेत्राच्या बांधीव मूल्य	86.09% क्षेत्र = 86.09% * (44491 * 40/100) = Rs.1532092.076/-																									
I)	बांधीव मूल्य	25.24% क्षेत्र = 25.24% * 44491 = Rs.1122952.84/-																									
<p>प्रमाणित मूल्य = A + B + C + D + E + F + G + H + I = 6039697.741 + 0 + 139034.375 + 1532092.076 + 0 + 0 + 0 + 0 + 1122952.84 = Rs.6039697.741</p>																											

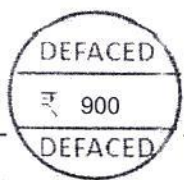


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	2603202101092	Receipt Date	26/03/2021
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Received from ENERRGIA SKYI, Mobile number 9922969020, an amount of Rs.900/-, towards Document Handling Charges for the Document to be registered on Document No. 3557 dated 26/03/2021 at the Sub Registrar office S.R. Mulshi of the District Pune Gramin.



Payment Details

Bank Name	SBIN	Payment Date	26/03/2021
Bank CIN	10004152021032600913	REF No.	108508465934
Deface No	2603202101092D	Deface Date	26/03/2021

This is computer generated receipt, hence no signature is required.



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||SHREE||

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is executed at Pune, on this 26th day of March month in the year 2021.

BETWEEN

M/s. Enerrgia Skyi Developers; registered partnership firm having its address at Sugat Residency, Plot No.21, Survey No. 77/2/16, Kothrud, Bhusari Colony(Left), Pune 411 038.PAN: AADFE1894M through its partners,

a) Mr. Amit Anil Jagtap

Age about 40 years, Occupation: Agriculture &Business,

AND

b) Mr. Sushant Mohan Jadhav

Age about 39 years, Occupation: Agriculture &Business,

Both having address as above.

Hereinafter referred to as 'THE PROMOTER' (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partner or partners for the time being and from time to time constituting the said firm, the survivor or survivors of any of them and the heirs, executors and administrators of such last surviving partner and his/her/their assigns)

... PARTY OF THE FIRST PART

AND

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- 1) Mr. Shreerang M. Vaidya
Age: 46 years, Occupation: Service,
PAN: AALPV8627M
Aadhar Card No: 8264 2542 0070
Residing at: 6/507 Ved Vihar, Near Ved Bhavan, Paud Road, Kothrud, Pune - 411038

- 2) Mrs. Shweta Shreerang Vaidya
Age: 41 years, Occupation: Business,
PAN: AJZPV0400B
Aadhar Card No: 9227 3676 7300
Residing at: 6/507 Ved Vihar, Near Ved Bhavan, Paud Road, Kothrud, Pune - 411038

- 3) Nil
Age: Nil years, Occupation: Nil,
PAN: Nil
Aadhar Card No: Nil
Residing at: Nil
Nil

Hereinafter referred to as "the Allottee", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenership and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns).

...PARTY OF THE SECOND PART

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AND

(1) Mr. Balasaheb Sopan Chondhe Age about 68 years, Occupation: Agriculture; (2) Mr. Kuldeep Maruti Chondhe Age about 31 years, Occupation: Agriculture; (3) Mr. Nivrutti Sopan Chondhe Age about 59 years, Occupation: Agriculture; (4) Mr. Haribhau Sopan Chondhe Age about 56 years, Occupation: Agriculture; Nos. (1) to (4) all residing at Village Bhugaon Taluka Mulshi District Pune. (5) Mr. Sopan Tukaram Pol; for himself and karta and manager of his HUF, Age about 57 years; Occupation: Agriculture; (6) Mr. Laxman Sopan Pol; Age about 57 years; Occupation: Agriculture; (7) Miss Komal Laxman Pol, minor, through her legal guardian father Mr. Laxman Sopan Pol (8) Mr. Amol Laxman Pol; Age about 20 years; Occupation: Student (9) Mr. Rajendra Sopan Pol; Age about 40 years; Occupation: Agriculture and Service, for himself and karta and manager of his HUF; (10) Miss. Samrudhi Rajendra Pol, minor, through her legal guardian father Mr. Rajendra Sopan Pol; (11) Miss. Sanskruti Rajendra Pol, minor, through her legal guardian father Mr. Rajendra Sopan Pol; (12) Mr. Namdev Tukaram Pol; Age about 56 years; Occupation: Agriculture, for himself and karta and manager of his HUF; (13) Mrs. Mangal Namdev Pol; Age about 52 years; Occupation: household duties; (14) Smt. Manisha alias Jaymala Mohan Pol Age about 36 years; Occupation: Agriculture and household duties; (15) Master Pratik Mohan Pol, minor, through his legal guardian mother Smt. Manisha alias Jaymala Mohan Pol, (16) Mrs. Nalini Narayan Kangude; Age about 44 years; Occupation: Household duties; (17) Mrs. Lilabai alias Lila Gorakh Barne; Age about 53 years; Occupation: Household duties; (18) Smt. Alka Nivruti Pol; Age about 51 years; Occupation: Household duties; (19) Mr. Santosh Nivruti Pol; Age about 34 years; Occupation: Agriculture, for himself and karta and manager of his HUF; (20) Miss Siddhi Santosh Pol, minor, through her legal guardian father Mr. Santosh Nivruti Pol; (21) Miss Riddhi Santosh Pol, minor, through her legal guardian father Mr. Santosh Nivruti Pol (22) Miss Bhakti Santosh Pol, minor, through her legal guardian father Mr. Santosh Nivruti Pol (23) Mr. Atul Nivruti Pol; Age about 32 years; Occupation: Agriculture, for himself and karta and manager of his HUF; (24) Master Om Atul Pol, minor, through his legal guardian father Mr. Atul Nivruti Pol (25) Smt. Shobha Haribhau Pol; Age about 49 years; Occupation: Household duties; (26) Mr. Datta alias Dattatraya Haribhau Pol; Age about 30 years; Occupation: Agriculture, for himself and karta and manager of his HUF; (27) Master Niraj Dattatraya Pol, minor, through his legal guardian father Mr. Dattatraya Haribhau Pol; Nos. (5) to (27) all residing at Village Bhugaon Taluka Mulshi District Pune; (28) Mr. Balakrushna Vasant Surve; Age about 45 years; Occupation: Agriculture; residing at Village Bhugaon Taluka Mulshi District Pune; (29) Mr. Pramod Murlidhar Jagtap, Age about 51 years; Occupation: Agriculture; residing at Flat No. 301, A. J. Riverview, Survey No. 127, Shamsunder Society, Parvati, Pune 411 030; (30) Mr. Vaibhav Uttamrao Joshi, Age about 46 years, Occupation: Agriculture, residing at 4, B 5 & 6, Tapovan Co-op society, Tapadham Marg, Varje, Pune 411 052; (31) Mr. Yelhuji Laxman Tagad, Age about 64 years; Occupation: Agriculture; residing at Flat No. C-5, Kailas Co-op

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Society, Shastri Nagar, Kothrud, Pune 411 038, Lt. Narayan Maruti Falke; through his legal heirs; (32) Mr. Babu Narayan Falke; Age about 48 years, Occupation: Agriculture & Business, for himself and karta and manager of his HUF; (33) Master Ajinkya Babu Falke, minor, through his legal guardian father Mr. Babu Narayan Falke (34) Miss Aboli Babu Falke, minor, through her guardian father Mr. Babu Narayan Falke, (35) Mr. Balasaheb Narayan Falke; Age about 39 years, Occupation: Agriculture, for himself and karta and manager of his HUF; (36) Master Anuj Balasaheb Falke, minor, through his legal guardian father Mr. Balasaheb Narayan Falke; (37) Master Atharva Balasaheb Falke, minor, through his legal guardian father Mr. Balasaheb Narayan Falke; (38) Smt. Phulabai Jyotiba Fhalke Age: 80 years; Occupation: Agriculture; (39) Mr. Laxman Jyotiba Falke, for himself and karta and manager of his HUF; Age about 45 years; Occupation: Agriculture; (40) Miss Ankita Laxman Falke, minor, through her legal guardian father Mr. Laxman Jyotiba Falke; (41) Miss Akshada Laxman Falke, minor, through her legal guardian father Mr. Laxman Jyotiba Falke; (42) Mr. Akshay Laxman Falke; Age about 21 years; Occupation: Student; (43) Mrs. Alka Kailas Ingawale; Age about 37 years; Occupation: Housewife; (44) Mrs. Kunda Shivaji Ingawale; Age about 40 years; Occupation: Household duties; Nos. (32) to (44) all residing at Village Bhugaon Taluka Mulshi District Pune; (45) Mrs. Subhadra Sopan Manjare; Age about 41 years, Occupation: Housewife; residing at Post Kolawadi Taluka Haveli District Pune; (46) M/s. Energgia Ventures, registered partnership firm having its address at B-1, Mark-Park Apartment, Pandurang Colony, Erandwane, Pune 411 038, through its partner Mr. Sushant Mohan Jadhav; Age about 39 years; Occupation: Agriculture & Business; (47) M/s. Samruddha Properties registered partnership firm having its address at C-60, Abhimanshri Cooperative Housing Society, Baner Road, Pune 411 008, through its partner Mr. Abhijit Anil Jagtap; Age about 35 years, Occupation: Agriculture & Business; Nos. (48) M/s. S G Properties, registered partnership firm having its address at Jai Bungalow, Plot No. 12, Survey No. 28, Kothrud, Pune 411 008, through its partner Mr. Rahul Kisanrao Shinde; Age about 40 years; Occupation: Agriculture & Business (49) Mr. Mohandas Chandrashekhar Yelameli; Age about 66 years; Occupation: Agriculture & Service; residing at Virbhadrnagar, Near Police Head Quarter, Shivajinagar Post, Belgaom 59001; (50) Mr. Anilkumar Shamrao Valiv; Age about 45 years; Occupation: Agriculture & Service; residing at 104, Vishvakarma Sankul, Solapur (51) Mr. Dnyandev Ninu Patil; Age about 67 years; Occupation: Agriculture & Business; residing at Flat Nos. 91 & 92, B-5, Elite Empire, Balewadi, Pune; (52) Mr. Shrikant Shrahan Mahale; Age about 59 years; Occupation: Agriculture & Business; residing at Bhagwant Nivas, 1297, Shukrawar Peth, Pune- 411 002; (53) Mr. Ashok Tulashiram Dudhe; Age about 44 years; Occupation: Agriculture & Service; residing at flat No. 101, Sai Plam, plot No. 22/1/36, Sector 28, Nerul (East), Navi Mumbai (54) Mrs. Yojana Chandrakant Rokade; Age about 58 years; Occupation: Agriculture & Business; residing at Flat No. 4, B. U. Bhandari Complex, Skyline Society, Dighi, Pune- 411 015; (55) Smt. Kamalabai Venkatnarsaiah Gannu; Age about 78 years; Occupation: Agriculture & Business; residing at 210, Apartment No. H 701, Ruby Park, Park Street, Wakad, Pune 411 057; (56) Mr. Rambhau Tukaram Chondhe Age

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about 66 years; Occupation: Agriculture, for himself and karta and manager of his HUF; (57) Mrs. Rakhambai Rambhau Chondhe Age about 55 years; Occupation: Household duties; (58) Mr. Somnath Rambhau Chondhe Age about 34 years; Occupation: Agriculture; (59) Mrs. Yogita Somnath Chondhe Age about 26 years; Occupation: Household duties; (60) Master Rudra Somnath Chondhe, minor, through his legal guardian father Mr. Somnath Rambhau Chondhe; (61) Mr. Shrahan Rambhau Chondhe Age about 32 years; Occupation: Agriculture; (62) Mrs. Priyanka Shrahan Chondhe Age about 24 years; Occupation: Household duties Nos.(56) to (62) all residing at Village Bhugaon Taluka Mulshi District Pune; (63) Smt. Manda Chandrakant Phalke Age about 65 years; Occupation: Household duties; (64) Mr. Arjun Chandrakant Phalke Age about 31 years; Occupation: Agriculture; (65) Mrs. Poonam Arjun Phalke Age about 26 years; Occupation: Household duties; (66) Miss Advika Arjun Phalke, minor, through her legal guardian mother Mrs. Poonam Arjun Falke; (67) Master Jai Arjun Falke, minor, through his legal guardian mother Mrs. Poonam Arjun Phalke; (68) Mr. Amit Chandrakant Phalke Age about 26 years; Occupation: Agriculture; Nos.(63) to (68) all residing at Village Bhugaon Taluka Mulshi District Pune (69) Mrs. Amruta Dadasaheb Kalbhor Age about 32 years; Occupation: Household duties residing at Lonikalhor, Taluka Haveli, District Pune; (70) Mr. Rajendra Shankar Phalke Age about 47 years; Occupation: Agriculture; (71) Mrs. Nirmala Rajendra Phalke Age about 40 years; Occupation: Household duties; (72) Mr. Pritam Rajendra Phalke Age about 23 years; Occupation: Education; (73) Ms. Prajakta Rajendra Phalke Age about 21 years; Occupation: Education; (74) Mr. Vikrant Rajendra Phalke Age about 23 years; Occupation: Education; Nos. (70) to (74) all residing at Village Bhugaon Taluka Mulshi District Pune;

Nos. (1) to (27) through their power of attorney holder Mr. Amit Anil Jagtap; Age about 40 years; Occupation: Agriculture & Business;

and Nos.(28) to (45) through their power of attorney holder Mr. Sushant Mohan Jadhav; Age about 39 years; Occupation: Agriculture & Business

and (46) to (74) through their power of attorney holders Mr. Amit Anil Jagtap; Age about 40 years; Occupation: Agriculture & Business and Mr. Sushant Mohan Jadhav; Age about 39 years; Occupation: Agriculture & Business

both the said power of attorney holders being the partners of M/s. Ennergia Skyi Developers (PAN: AADFE1894M); registered partnership firm having its address at Sugat Residency, Plot No.21, Survey No. 77/2/16, Kothrud, Bhusari Colony (Left), Pune 411 038.

Hereinafter referred to as the 'CONSENTING PARTY' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators).

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WHEREAS all those pieces and parcels of 93 lands totally admeasuring about 14 Hectares 96.50 Ares situated at Village Bhugaon, Taluka Mulshi, District Pune, as stated below are presently owned by the Promoter and the Consenting Party herein as follows:-

Land at Sr. No.	Survey No./ Hissa No.	Subject Area		Present Owner/s	Ownership acquired by
		H	R		
1	274/1(Part)	0	30	The Promoter	Purchase
2	274/1(Part)	0	20	M/s. S G Properties	Purchase
3	274/1(Part)	0	6.5	Mr. Mohandas Chandrashekhar Yelameli	Purchase
4	274/1(Part)	0	6.5	Mr. Anilkumar Shamrao Valiv	Purchase
5	275/1	0	8.5	Mr. Rambhau Tukaram Chondhe and others	Inheritance
6	275/2	0	8.5	Mr. Rambhau Tukaram Chondhe and others	Inheritance
7	414/3	0	32	Mr. Balkrushna Vasant Surve	Purchase
8	414/4	0	19	Mr. Dnyandev Ninu Patil	Purchase
9	414/6(Part)	0	4.5	Mr. Babu Narayan Falke and others	Inheritance
10	414/6(Part)	0	4.5	The Promoter	Purchase
11	414/7(Part)	0	20	The Promoter	Purchase
12	415/1	0	9.1	The Promoter	Purchase
13	415/2	0	8.1	The Promoter	Exchange
14	415/2	0	8.1	The Promoter	Purchase
15	415/3(Part)	0	10.2	Mr. Babu Narayan Falke and others	Inheritance
16	415/3(Part)	0	10.2	The Promoter	Purchase
17	415/4	0	04	M/s. Energgia Ventures	Purchase
18	415/5(Part)	0	01.5	Mr. Babu Narayan Falke and others	Inheritance
19	415/5(Part)	0	01.5	The Promoter	Purchase
20	415/7	0	04	M/s. Energgia Ventures	Purchase
21	416/1(Part)	0	03	Mr. Narayan Maruti Falke	Inheritance
22	416/1(Part)	0	03	The Promoter	Purchase
23	416/2	0	16.7	M/s. Energgia Ventures	Purchase
24	416/3(Part)	0	12.65	Mr. Babu Narayan Falke and others	Inheritance
25	416/3(Part)	0	12.65	The Promoter	Purchase
26	416/4	0	06.1	M/s. Energgia Ventures	Purchase
27	417/1(Part)	0	10	The Promoter	Purchase
28	417/2	0	04	The Promoter	Purchase
29	418/1	0	20	The Promoter	Purchase
30	418/2(Part)	0	11.5	Mr. Babu Narayan Falke and others	Inheritance
31	418/2(Part)	0	11.5	The Promoter	Purchase
32	420/5	0	32	M/s. Energgia Ventures	Purchase
33	420/6	0	08	M/s. Energgia Ventures	Purchase
34	421/1(Part)	0	06.5	Mr. Babu Narayan Falke and others	Inheritance

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Land at Sr. No.	Survey No./ Hissa No.	Subject Area		Present Owner/s	Ownership acquired by
		H	R		
35	421/1	0	6.5	Smt. Manda Chandrkant Phalke and others	Inheritance
36	421/2	0	05	The Promoter	Purchase
37	421/3(Part)	0	06	Mr. Laxman Jyotiba Falke and others	Inheritance
38	422/1(Part)	0	10	Mr. Babu Narayan Falke and others	Inheritance
39	422/2(Part)	0	04.5	Mr. Shrikant Shrahan Mahale	Purchase
40	422/2(Part)	0	04.5	The Promoter	Purchase
41	422/2(Part)	0	4.34	The Promoter	Purchase
42	422/2(Part)	0	13.66	The Promoter	Purchase
43	423/2(Part)	0	07	Mr. Babu Narayan Falke and others	Inheritance
44	423/2(Part)	0	07	Smt. Manda Chandrkant Phalke and others	Inheritance
45	423/3(Part)	0	11	Mr. Laxman Jyotiba Falke and others	Inheritance
46	424/1(Part)	0	06	The Promoter	Purchase
47	424/2(Part)	0	03	Mr. Babu Narayan Falke and others	Inheritance
48	424/2(Part)	0	03	The Promoter	Purchase
49	425	0	05	The Promoter	Purchase
50	426/1(Part)	0	05	Mr. Babu Narayan Falke and others	Inheritance
51	426/1(Part)	0	05	The Promoter	Purchase
52	426/2(Part)	0	8.5	Mr. Laxman Jyotiba Falke and others	Inheritance
53	426/2(Part)	0	8.5	The Promoter	Exchange
54	428	0	39	M/s. S G Properties	Purchase
55	429/1/1(Part)	0	47.83	Mr. Shrikant Shrahan Mahale	Purchase
56	429/1/1(Part)	0	34.83	M/s. Samruddha Properties	Purchase
57	429/1/1(Part)	0	6.5	Ashok Tulashiram Dudhe	Purchase
58	429/1/1(Part)	0	6.5	Mrs. Yojana Chandrakant Rokade	Purchase
59	429/1/1(Part)	0	47.83	The Promoter	Purchase
60	429/1/1(Part)	0	47.84	M/s. Enerrgia Ventures	Purchase
61	429/1/1(Part)	0	63.77	Mr. Dnyandev Ninu Patil	Purchase
62	429/1/1(Part)	0	31.90	Smt. Kamalabai Gannu	Purchase
63	429/1/2(Part)	0	31.88	The Promoter	Purchase
64	429/1/2(Part)	2	00	Mr. Balasaheb Sopan Chondhe & Others	Part Inheritance and part Purchase
65	429/1/2(Part)	0	55.12	The Promoter	Purchase
66	429/2 (Part)	0	01	Mr. Babu Narayan Falke and others	Inheritance
67	429/2 (Part)	0	01	Smt. Manda Chandrkant Phalke and others	Inheritance
68	429/3	0	52	The Promoter	Purchase
69	429/4	0	03	The Promoter	Purchase
70	431/1	0	03	The Promoter	Purchase
71	431/3	0	02	The Promoter	Exchange
72	431/3	0	02	The Promoter	Purchase
73	432/1(Part)	0	12	Mr. Babu Narayan Falke and others	Inheritance
74	432/1(Part)	0	12	Smt. Manda Chandrkant Phalke and	Inheritance

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Land at Sr. No.	Survey No./ Hissa No.	Subject Area		Present Owner/s	Ownership acquired by
		H	R		
				others	
75	451(Part)	0	16.5	Mr. Sopan Tukaram Pol and Others	Inheritance
76	451(Part)	0	5.5	The Promoter	Purchase
77	451 (Part)	0	5.5	The Promoter	Purchase
78	452(Part)	0	6	Mr. Sopan Tukaram Pol and Others	Inheritance
79	452(Part)	0	2	The Promoter	Purchase
80	452(Part)	0	1.5	The Promoter	Purchase
81	453(Part)	0	33.75	Mr. Sopan Tukaram Pol and Others	Inheritance
82	453(Part)	0	11.25	The Promoter	Purchase
83	453(Part)	0	2.75	The Promoter	Purchase
84	454/1	0	18.75	Mr. Sopan Tukaram Pol and Others	Inheritance
85	454/1	0	6.25	The Promoter	Purchase
86	454/2(Part)	0	20	Mr. Pramod Murlidhar Jagtap	Purchase
87	454/2(Part)	0	10	Mr. Yelhuji Laxman Tagad	Purchase
88	454/2(Part)	0	10	Mr. Vaibhav Uttamrao Joshi	Purchase
89	455/1(Part)	0	45	Mr. Sopan Tukaram Pol and Others	Inheritance
90	455/1(Part)	0	15	The Promoter	Purchase
91	455/1(Part)	0	20.25	The Promoter	Purchase
92	455/2(Part)	0	32	The Promoter	Exchange
93	457/1	0	35.7	The Promoter	Purchase

All the aforesaid pieces and parcels of 93 lands totally admeasuring 14Hectares 96.50 Ares are more particularly described in the **Schedule-I** written hereunder and hereinafter referred to as the '**layout lands**' hereinafter for the sake of brevity any land out of the layout lands is referred with the respective Serial Number thereof as stated above.

AND WHEREAS the layout lands have been acquired/purchased by the respective present owners i.e. either by the Promoter or the Consenting Party from the

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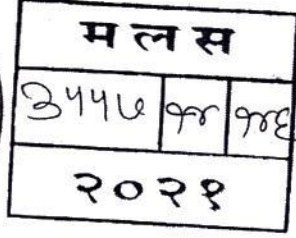
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respective previous owners vide various agreements the particulars whereof are as under:

Land at Sr. No.	Survey No./ Hissa No.	Subject Area		Present Owner/s	Previous Owner/s	Date of Execution, Registration Number and office of the Sale Deed	Mutation Entry Number
		H	R				
1	274/1(Part)	0	30	The Promoter	Dr. Sadanand Nayar and another	08/09/2010 4854/2010 Mulshi 2	6998
2	274/1(Part)	0	20	M/s. S G Properties	Dr. Sadanand Nayar and another	08/09/2010 4854/2010 Mulshi 2	6998
3	274/1(Part)	0	6.5	Mr. Mohandas Yelameli	Mr. Sachin Ganpati Shintre	18/02/2012 745/2012 Mulshi (Paud)	7379
4	274/1(Part)	0	6.5	Mr. Anilkumar Valiv	Mr. Prasanna Devidas Bangle	10/09/2012 5258/2012 Mulshi (Paud)	7561
7(part)	414/3(Part)	0	16	Mr. Balkrushna Vasant Surve	Mr. Dagadu Padu Ingale and others	17/12/1996 5735/1996 Mulshi (Paud)	3978
7(part)	414/3(Part)	0	16	Mr. Balkrushna Vasant Surve	Mrs. Hausabai Bajirao Varpe and others	29/08/2011 4426/2011 Mulshi (Paud)	7280
8	414/4	0	19	Mr. Dnyandev Ninu Patil	Mr. Namdev Falke and others	11/01/2011 137/2011 Mulshi 2	7031
10	414/6	0	4.5	The Promoter	Mr. Chandrakant Shankar Falke	14/05/2012 2578/2012 Mulshi (Paud)	7451
11	414/7(Part)	0	20	The Promoter	Mr. Shankar Dilip Sanas	21/07/2011 3788/2011 Mulshi 2	7235
12	415/1	0	9.1	The Promoter	Mr. Vitthal Kondiba Phalke	12/11/2013 5203/2013 Mulshi (Paud)	7815
14(part)	415/2	0	4.05	The Promoter	Mr. Shrikant Ram Falke & others	29/05/2013 3259/2013 Mulshi(Paud)	7720
14(part)	415/2	0	4.05	The Promoter	Smt. Sunita Bharat Falke & others	29/05/2013 3260/2013 Mulshi(Paud)	7721
16	415/3	0	10.2	The Promoter	Mr. Chandrakant Shankar	14/05/2012 2578/2012 Mulshi (Paud)	7451

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Land at Sr. No.	Survey No./ Hissa No.	Subject Area		Present Owner/s	Previous Owner/s	Date of Execution, Registration Number and office of the Sale Deed	Mutation Entry Number
		H	R				
					Falke		
17	415/4	0	04	M/s. Enerrgia Ventures	Mrs. Shradha Wafagaonkar	27/06/2011 3178/2011 Mulshi 2	7188
19	415/5	0	1.5	The Promoter	Mr. Chandrakant Shankar Falke	14/05/2012 2578/2012 Mulshi (Paud)	7451
20	415/7	0	04	M/s. Enerrgia Ventures	Mrs. Shradha Wafagaonkar	27/06/2011 3178/2011 Mulshi 2	7188
22	416/1	0	03	The Promoter	Mr. Chandrakant Shankar Falke	14/05/2012 2578/2012 Mulshi (Paud)	7451
23	416/2	0	16.7	M/s. Enerrgia Ventures	Shradha Wafagaonkar	27/06/2011 3178/2011 Mulshi 2	7188
25	416/3(Part)	0	12.65	The Promoter	Mr. Chandrakant Shankar Falke	14/05/2012 2578/2012 Mulshi (Paud)	7451
26	416/4	0	06.1	M/s. Enerrgia Ventures	Shradha Wafagaonkar	27/06/2011 3178/2011 Mulshi 2	7188
27(part)	417/1	0	05	The Promoter	Mr. Shrikant Ram Falke & others	29/05/2013 3259/2013 Mulshi(Paud)	7720
27(part)	417/1	0	05	The Promoter	Smt. Sunita Bharat Falke & others	29/05/2013 3260/2013 Mulshi (Paud)	7721
28	417/2	0	04	The Promoter	Mr. Vitthal Kondiba Phalke	12/11/2013 5203/2013 Mulshi (Paud)	7815
29(part)	418/1	0	10	The Promoter	Mr. Shrikant Ram Falke & others	29/05/2013 3259/2013 Mulshi (Paud)	7720
29(part)	418/1	0	10	The Promoter	Smt. Sunita Bharat Falke & others	29/05/2013 3260/2013 Mulshi (Paud)	7721
31	418/2	0	11.5	The Promoter	Mr. Chandrakant Shankar Falke	14/05/2012 2578/2012 Mulshi(Paud)	7451

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

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Land at Sr. No.	Survey No./ Hissa No.	Subject Area		Present Owner/s	Previous Owner/s	Date of Execution, Registration Number and office of the Sale Deed	Mutation Entry Number
		H	R				
32	420/5	0	32	M/s. Ennergia Ventures	Shradha Wafagaonkar	27/06/2011 3178/2011 Mulshi 2	7188
33	420/6	0	08	M/s. Ennergia Ventures	Mr. Vasant Surve and others	21/09/2011 4768/2011 Mulshi(Paud)	7278
36	421/2	0	05	The Promoter	Mr. Vitthal Kondiba Phalke	12/11/2013 5203/2013 Mulshi (Paud)	7815
39	422/2(Part)	0	04.5	Mr. Shrikant Shravan Mahale	Mr. Balasaheb Falke and others	05/01/2011 38/2011 Mulshi 2	7030
40	422/2(Part)	0	04.5	The Promoter	Mr. Ajit Ingawale and others	30/06/2011 3223/2011 Mulshi 2	7195
41	422/2(Part)	0	4.34	The Promoter	Mr. Shrikant Shravan Mahale	01/12/2012 6194/2012 Mulshi(Paud)	7577
42	422/2(Part)	0	13.66	The Promoter	Mr. Maruti Baban Falke and others	29/08/2012 5023/2012 Mulshi(Paud)	7554
46(part)	424/1	0	03	The Promoter	Mr. Shrikant Ram Falke & others	29/05/2013 3259/2013 Mulshi(Paud)	7720
46(part)	424/1	0	03	The Promoter	Smt. Sunita Bharat Falke & others	29/05/2013 3260/2013 Mulshi (Paud)	7721
48	424/2	0	03	The Promoter	Mr. Chandrakant Shankar Falke	14/05/2012 2578/2012 Mulshi (Paud)	7451
49	425	0	05	The Promoter	Mr. Namdev Nana Falke and others	14/05/2011 3925/2011 Mulshi 2	7243
51	426/1	0	05	The Promoter	Mr. Chandrakant Shankar Falke	14/05/2012 2578/2012 Mulshi (Paud)	7451
54	428	0	39	M/s. S G Properties	Mr. Shankar Dilip Sanas	21/04/2011 2114/2011 Mulshi 2	7107
55	429/1/1(Part)	0	47.83	Mr. Shrikant	Mr. Balasaheb	05/01/2011 38/2011	



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Land at Sr. No.	Survey No./ Hissa No.	Subject Area		Present Owner/s	Previous Owner/s	Date of Execution, Registration Number and office of the Sale Deed	Mutation Entry Number
		H	R				
				Shravan Mahale	Falke and others	Mulshi 2	7030
56	429/1/1(Part)	0	34.83	M/s. Samruddha Properties	Mr. Mahendra Chhajed and others	25/04/2011 2202/2011 Mulshi 2	7111
57	429/1/1(Part)	0	6.5	Mr. Ashok T. Dudhe	Mr. Mangesh P. Bhosale	25/05/2012 2903/2012 Mulshi(Paud)	7477
58	429/1/1(Part)	0	6.5	Mrs. Yojana Chandrakant Rokade	Mr. Mahendra Chhajed and others	25/04/2011 2202/2011 Mulshi (Paud)	7111
59	429/1/1(Part)	0	47.83	The Promoter	Mr. Ajit Ingawale and others	30/06/2011 3223/2011 Mulshi 2	7195
60	429/1/1(Part)	0	47.84	M/s. Ennergia Ventures	Mr. Suresh Ingawale and others	26/04/2011 2198/2011 Mulshi 2	7108
61	429/1/1(Part)	0	63.77	Mr. Dnyandev Ninu Patil	Mr. Maruti Baban Falke and others	25/03/2011 1620/2011 Mulshi 2	7105
62	429/1/1(Part)	0	31.90	Smt. Kamalabai Gannu	Mr. Tarachand Kumawat and others	04/05/2011 2350/2011 Mulshi 2	7112
63	429/1/2(Part)	0	31.88	The Promoter	Mr. Kirtiraj Karnsinh Girase and others	23/10/2010 3954/2010 Mulshi 2	7028
65	429/1/2(Part)	0	55.12	The Promoter	Mr. Rahul Kisanrao Shinde	01/12/2012 6197/2012 Mulshi(Paud)	7576
68	429/3	0	52	The Promoter	Mr. Namdev Nana Falke and others	14/05/2011 3925/2011 Mulshi 2	7243
69	429/4	0	03	The Promoter	Mr. Vithal Kondiba Falke and others	12/10/2010 3581/2010 Mulshi 2	6917



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Land at Sr. No.	Survey No./ Hissa No.	Subject Area		Previous Owner/s	Date of Execution, Registration Number and office of the Sale Deed	Mutation Entry Number
		H	R			
70	431/1	0	03	The Promoter Mr. Vitthal Kondiba Phalke	12/11/2013 5203/2013 Mulshi (Paud)	7815
72(part)	431/3	0	01	The Promoter Mr. Shrikant Ram Falke & others	29/05/2013 3259/2013 Mulshi(Paud)	7720
72(part)	431/3	0	01	The Promoter Smt. Sunita Bharat Falke & others	29/05/2013 3260/2013 Mulshi(Paud)	7721
76	451(Part)	0	5.5	The Promoter Mr. Dattatraya Haribhau Pol and others	10/10/2012 5257/2012Mulshi(Paud)	7555
77	451(Part)	0	5.5	The Promoter Mr. Namdev Tukaram Pol & others	31/05/2012 3017/2012 Mulshi(Paud)	7476
79	452(Part)	0	2	The Promoter Mr. Dattatraya Haribhau Pol and others	10/10/2012 5257/2012Mulshi (Paud)	7555
80	452(Part)	0	1.5	The Promoter Mr. Namdev Tukaram Pol & others	31/05/2012 3017/2012 Mulshi(Paud)	7476
82	453(Part)	0	11.25	The Promoter Mr. Dattatraya Haribhau Pol and others	10/10/2012 5257/2012Mulshi (Paud)	7555
83	453(Part)	0	2.75	The Promoter Mr. Namdev Tukaram Pol & others	31/05/2012 3017/2012 Mulshi(Paud)	7476
85	454/1(Part)	0	6.25	The Promoter Mr. Dattatraya Haribhau Pol and others	10/10/2012 5257/2012Mulshi (Paud)	7555

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Land at Sr. No.	Survey No./ Hissa No.	Subject Area		Present Owner/s	Previous Owner/s	Date of Execution, Registration Number and office of the Sale Deed	Mutation Entry Number
		H	R				
86	454/2(Part)	0	20	Mr. Pramod Muralidhar Jagtap	Mr. Yelhuji Laxman Tagad	13/09/1996 4191/1996 Mulshi (Paud)	4179
87	454/2(Part)	0	10	Mr. Yelhuji Laxman Tagad	Smt. Muktabai Laxman Tagad	16/06/2006 3913/2006 Mulshi	5746
88	454/2(Part)	0	10	Mr. Vaibhav Uttamrao Joshi	Smt. Muktabai Laxman Tagad	16/06/2006 3913/2006 Mulshi	5746
90	455/1(Part)	0	15	The Promoter	Mr. Dattatraya Haribhau Pol and others	10/10/2012 5257/2012 Mulshi (Paud)	7555
91	455/1(Part)	0	20.25	The Promoter	Mr. Namdev Tukaram Pol & others	31/05/2012 3017/2012 Mulshi (Paud)	7476
93	457/1	0	35.7	The Promoter	Smt. Gaubai Bhaskar Khadake	18/09/2013 5376/2013 Mulshi (Paud)	7550

AND WHEREAS on 12/07/2013, the Promoter exchanged certain other land owned by them in Survey No. 451 against the lands at Sr. No. 13, 53 & 71 by executing and registering the Deed of Exchange with the owners thereof i.e. Late Mr. Jyotiba Rajaba Falke and others, which is duly registered in the office of Sub Registrar Mulshi (Paud) at Sr. No. 3956/2013 on 15/07/2013. Accordingly, on the basis of the said Deed of Exchange, the name of the Promoter has been duly mutated in revenue record of lands at Sr. No. 13, 53 and 71 by Mutation Entry No.7726.

AND WHEREAS on 13/06/2014, the Promoter exchanged certain other land owned by them in Survey No. 451 against the land at Sr. No. 92 by executing and registering the Deed of Exchange with the owners thereof i.e. Mr. Ramdas Dhondiba Darge and Mr. Ravindra Dattatray Bhalerao, which is duly registered in the office of



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Sub Registrar Mulshi (Paud) at Sr. No. 2121/2014. Accordingly on the basis of the said Deed of Exchange, the name of the Promoter has been duly mutated in revenue record of land at Sr. No. 92 by Mutation Entry No.7974.

AND WHEREAS the Promoter has acquired development rights in respect of the lands out of the layout lands owned by the Consenting Party vide registered Development Agreements and Power of Attorneys as follows:-

Land at Sr. No.	Survey No./ Hissa No.	Subject Area		Date, Registration No. and Registration office of Development Agreement	Date, Registration No. and Registration office of Power of Attorney
		H	Are		
Name of Owners: Mr. Rambhau Tukaram Chondhe and others (Total Area: 00 Hectare 17 Ares)					
5	275/1	0	8.5	28/06/2013 3720/2013 Mulshi (Paud)	28/06/2013 3721/2013 Mulshi (Paud)
6	275/2	0	8.5		
Name of Owners: Mr. Babu Narayan Falke and others (Total Area: 00 Hectare 87.85 Ares)					
9	414/6(Part)	0	4.5	18/02/2011 984/2011 Mulshi 2 AND 23/03/2011 1716/2011 Mulshi (Paud)	24/03/2011 1717/2011 Mulshi (Paud)
15	415/3 (Part)	0	10.2		
18	415/5 (Part)	0	1.5		
21	416/1 (Part)	0	03		
24	416/3 (Part)	0	12.65		
30	418/2 (Part)	0	11.5		
34	421/1 (Part)	0	06.5		
38	422/1 (Part)	0	10		
43	423/2 (Part)	0	07		
47	424/2 (Part)	0	03		
50	426/1 (Part)	0	05		
66	429/2 (Part)	0	01		
73	432/1(Part)	0	12		
Name of Owners: Smt. Manda Chandrakant Phalke and others (Total Area: 00 Hectare 26.5 Ares)					
35	421/1	0	6.5	06/03/2018 915/2018 Mulshi (Paud)	06/03/2018 916/2018 Mulshi

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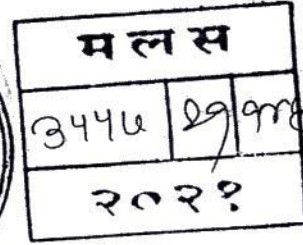


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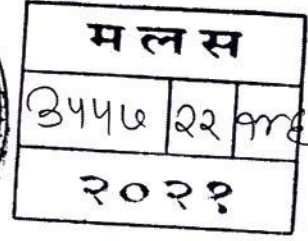
Land at Sr. No.	Survey No./ Hissa No.	Subject Area		Date, Registration No. and Registration office of Development Agreement	Date, Registration No. and Registration office of Power of Attorney
		H	Are		
					(Paud)
44	423/2(Part)	0	07		
67	429/2 (Part)	0	01		
74	432/1(Part)	0	12		
Name of Owners: Mr. Sopan Tukaram Pol and others (Total Area: 01 Hectare 20 Ares)					
75	451(Part)	0	16.5	30/01/2012 454/2012 Mulshi (Paud)	30/01/2012 455/2012 Mulshi (Paud)
78	452(Part)	0	6		
81	453(Part)	0	33.75		
84	454/1	0	18.75		
89	455/1(Part)	0	45		
Name of Owners: Mr. Laxman Jyotiba Falke and others (Total Area : 00 Hectare 25.5 Ares)					
37	421/3	0	06	09/01/2012 120/2012 Mulshi (Paud) read with Supplementary Agreement Dated 12/07/2013 3953/2013 Mulshi (Paud)	12/07/2013 3954/2013 Mulshi (Paud)
45	423/3	0	11		
52	426/2(Part)	0	8.5		
Name of Owners: Mr. Balasaheb Sopan Chondhe and others (Total Area: 02 Hectare 00 Ares)					
64	429/1/2	02	00	01/09/2010 3020/2010 Mulshi 2	01/09/2010 3021/2010 Mulshi 2
Name of Owner: Mr. B. V. Surve (Total Area: 00 Hectare 32 Ares)					
7	414/3	0	32	30/09/2011 4971/2011 Mulshi (Paud)	30/09/2011 4972/2011 Mulshi (Paud)
Name of Owner: Smt. Yojana Chandrakant Rokade (Total Area: 00 Hectare 06.5 Ares)					
58	429/1/1(Part)	00	6.5	28/08/2012 5005/2012 Mulshi (Paud)	28/08/2012 5006/2012 Mulshi (Paud)
Name of Owner: Mr. Ashok Tulshiram Dudhe (Total Area: 00 Hectare 06.5 Ares)					
57	429/1/1(Part)	00	6.5	07/09/2012 5246/2012 Mulshi (Paud)	07/09/2012 5247/2012 Mulshi (Paud)
Name of Owner: Mr. Pramod Murlidhar Jagtap (Total Area: 00 Hectare 20 Ares)					

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Land at Sr. No.	Survey No./ Hissa No.	Subject Area		Date, Registration No. and Registration office of Development Agreement	Date, Registration No. and Registration office of Power of Attorney
		H	Arc		
86	454/2(Part)	00	20	22/07/2011 4295/2011 Mulshi (Paud)	22/07/2011 4296/2011 Mulshi (Paud)
Name of Owner: Mr. Vaibhav Uttamrao Joshi (Total Area: 00 Hectare 10 Ares)					
88	454/2(Part)	00	10	22/07/2011 4297/2011 Mulshi (Paud)	22/07/2011 4298/2011 Mulshi (Paud)
Name of Owner: Mr. Yelhuji Laxman Tagad (Total Area: 00 Hectare 10 Ares)					
87	454/2(Part)	00	10	26/07/2011 4394/2011 Mulshi (Paud)	26/07/2011 4395/2011 Mulshi (Paud)
Name of Owner: Mr. Anilkumar Shamrao Valiv (Total Area: 00 Hectare 06.5 Ares)					
4	274/1(Part)	00	6.5	10/09/2012 5259/2012 Mulshi (Paud)	10/09/2012 5260/2012 Mulshi (Paud)
Name of Owner: Mr. Mohandas Chandrashekhar Yelmeli (Total Area: 00 Hectare 06.5 Ares)					
3	274/1(Part)	00	6.5	20/10/2012 5713/2012 Mulshi (Paud)	20/10/2012 5714/2012 Mulshi (Paud)
Name of Owner: Mr. Dnyandeve Ninu Patil (Total Area: 00 Hectare 82.77 Ares)					
8	414/4	0	19	04/12/2012 6248/2012 Mulshi (Paud)	04/12/2012 6249/2012 Mulshi (Paud)
61	429/1/1(Part)	0	63.77		
Name of Owner: Mr. Shrikant Shravan Mahale (Total Area: 00 Hectare 52.33 Ares)					
39	422/2(Part)	0	4.5	01/12/2012 6195/2012 Mulshi (Paud)	01/12/2012 6196/2012 Mulshi (Paud)
55	429/1/1(Part)	0	47.83		
Name of Owner: Smt. Kamlabai Venkatnarsaiah Gannu (Total Area: 00 Hectare 31.9 Ares)					
62	429/1/1(Part)	00	31.9	01/12/2012 6203/2012 Mulshi (Paud)	01/12/2012 6204/2012 Mulshi (Paud)
Name of Owner: M/s. Samruddha Properties (Total Area: 00 Hectare 34.83 Ares)					
56	429/1/1(Part)	00	34.83	01/12/2012 6199/2012 Mulshi (Paud)	01/12/2012 6202/2012 Mulshi (Paud)
Name of Owner: M/s. S G Properties (Total Area: 00 Hectare 59 Ares)					
2	274/1(Part)	00	20	04/12/2012 6244/2012 Mulshi (Paud)	04/12/2012 6245/2012 Mulshi (Paud)
54	428	00	39		
Name of Owner: M/s. Enerrgia Ventures (Total Area: 01 Hectare 18.64 Ares)					
17	415/4	00	04	04/12/2012 6246/2012 Mulshi (Paud)	04/12/2012 6247/2012 Mulshi (Paud)
20	415/7	00	04		



Land at Sr. No.	Survey No./ Hissa No.	Subject Area		Date, Registration No. and Registration office of Development Agreement	Date, Registration No. and Registration office of Power of Attorney
		H	Are		
23	416/2	00	16.7		
26	416/4	00	6.1		
32	420/5	00	32		
33	420/6	00	08		
60	429/1/1(Part)	00	47.84		

AND WHEREAS the Promoter herein has thus purchased 38 pieces of lands out of the layout lands, acquired ownership of 4 pieces of lands by way of the exchange of lands and acquired development rights in respect of the remaining 51 pieces of lands, out of the layout lands with an intention of carrying out a composite scheme of construction consisting of residential as well as commercial units/premises by obtaining necessary clearances, permissions and sanctions as per the prevalent laws, rules and regulations.

AND WHEREAS initially the Promoter had prepared and got sanctioned a composite layout and building plans in respect of certain lands totally admeasuring 89,254 Sq.Mtrs. out of the layout lands with the permissions for non agricultural use from the Collector of Pune vide its order dated 12/09/2011 bearing No. PMA/NA/SR/238/11 and revised the such sanctioned layout by adding up/ revising certain lands, out of the layout lands with the sanction and permission of the Collector Pune alongwith the permission for non agricultural use in respect of the lands added in the revised layout vide its order dated 22/08/2012 bearing No. PMH/NA/SR/06/12 and further revised the such sanctioned layout by adding up some more lands, out of the layout lands with the sanction and permission of the Collector Pune along with the permission for non agricultural use in respect of the lands added in the revised layout vide its order dated 04/02/2014 bearing No. PMA/NA/SR/369/13 and revised the sanctioned layout by obtaining the permissions from the Pune Metropolitan Regional

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Development Authority vide its order dated 01/08/2015 bearing No.PMU/MOU.BHUGAON/SR.NO.274/1 & OTHERS/PRA. KRA.841, promoter further revised the such sanctioned layout by adding up some more lands, out of the layout lands with sanction and permissions from the Pune Metropolitan Regional Development Authority vide its order dated 08/01/2019 bearing No.BMU/MOU.BHUGAON/SR.NO.274/1 & OTHERS/PRA. KRA.1123/18-19. Thus the Promoter has amalgamated all the layout lands adm. 1,49,650 Sq. Mtrs. as per the said revised and sanctioned layout showing and carving out the lands for construction of residential as well as commercial units/premises, internal roads, open spaces and amenity spaces hereinafter the same is referred to as 'the layout'.

AND WHEREAS the Promoter herein, being the Promoter as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules made there under(hereinafter referred to as "the said Act"), is desirous of carrying out an project of housing on the layout land excluding the amenity space thereof and if possible by acquiring additional lands adjacent to the layout lands and hence the Promoter has also proposed to acquire/purchase certain lands adjacent to the layout lands or acquire the development rights thereof and to amalgamate such additional lands with the layout lands by revising the said layout and thereby the Promoter has proposed to carry out scheme of construction in the total land to the extent of 50 Acres i.e. about 20 Hectares. However for acquiring such additional lands and adding the same in the said layout, the Promoter may require some more time. Hence with clear intentions and idea of increasing the area of the said layout to the extent of 50 Acres i.e. about 20 Hectares, the Promoter has presently launched a scheme of construction consisting of flats, row houses, bungalows, residential units, tenements, commercial premises , of various sizes, named and known as 'SKYi SONGBIRDS' on the land admeasuring 127945.12 Sq. Mtrs. out of the layout land i.e. excluding the amenity space thereof, which is more particularly described in the **Schedule-II** hereunder and herein after referred to as the 'Project Land'.

AND WHEREAS considering the total building potential of the project land as per the current laws, rules and regulations, and also considering the market potential and the required infrastructure as well as funds for carrying out and completing the entire project on the project land, the Promoter has decided to carry out and complete

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the said project in various phases, either one by one or certain phases simultaneously as per the choice and requirement of the Promoter.

AND WHEREAS being one of the phase of the said project, the Promoter has launched and commenced the development and construction of the building number 18.18 out of the sanctioned layout and building plans in respect of the project land. The phase no C consisting of said building out of the said project is referred to as 'Skyi Songbirds Phase 'C ' hereinafter for the sake of brevity referred to as 'the said phase', which shall be deemed to be 'Real Estate Project' as contemplated under the said Act and the same is registered under the provisions of the said Act with the Real Estate Regulatory Authority having granted with registration number P52100000805

AND WHEREAS the Promoter has appointed architects registered with the Council of Architects for carrying out the development of the Project Land and for carrying out the construction of multistoried building/s and other structure/s thereon.

AND WHEREAS the Promoter has entered into a standard Agreement with such Architects registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

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

AND WHEREAS since the said project was the ongoing project having various ongoing phases, as on the date of the commencement of the said Act, the Promoter has registered the said phase under the provisions of the said Act with the Real Estate Regulatory Authority. And upon such Registration all documents and information related to said phase will be available on the website of the Authority <https://maharera.mahaonline.gov.in>

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AND WHEREAS the Allottee herein demanded from the Promoter and the Promoter has given inspection to the Allottee and has also provided the Allottee/s with one set of all the documents relating to the project land and the plans, designs and specifications prepared by the Architect of the Promoter and such other documents as are specified under the said Act and the rules and regulations made thereunder and the Allottee has satisfied himself about the clear and marketable title of the Promoter and the Consenting Party to the project land, and all the documents provided by the Promoter to the Allottee herein and has approached the Promoter for allotment and booking of a unit in the said phase and agreed to purchase the same, more particularly described in the **Schedule-III** hereunder written and more particularly shown in the floor plans annexed herewith as **ANNEXURE 'B-1'**, which unit is hereinafter in this agreement for all intention and purposes is referred to as '**the said unit**', at and for the price hereinafter agreed, subject to the terms and conditions herein appearing.

AND WHEREAS the title certificate issued by the Advocate of the Promoter in respect of the layout land is annexed herewith as **Annexure 'C'**, the copy of Index II extract for the declaration executed and registered by the Promoter for declaring and confirming the 7/12 extracts of all the pieces of lands involved and amalgamated in the said layout, is annexed herewith as **Annexure 'D'**, The copies of the permission obtained from PMRDA is annexed herewith as **Annexure 'E'** and the general specifications and amenities for the construction of the said unit have been listed out and described in **Annexure 'G'** annexed herewith.

AND WHEREAS the Promoter has specifically and clearly disclosed and declared to the Allottee regarding the schematic planning for carrying out the said project by utilizing the entire permissible FSI in respect of the layout land, the total FSI potential, total permissible construction, proposed acquisition of additional lands, planning for maintenance through project maintenance agency, scheme/planning for building/phase wise society formation and the formation of the Federal society, common areas amenities and facilities of the said project more particularly described in the **Schedule-V** hereunder, building wise/phase wise Common areas amenities and facilities more particularly described in the **Schedule-VI** hereunder, scheme for the execution and registration of building wise/phase wise deeds of conveyance etc. as

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stated in the operative part of these agreement appearing hereafter and the Allottee has well understood the same before entering into and executing this Agreement.

AND WHEREAS the Promoter has clearly informed the Allottee that there are no covenants, impediments, tenancies affecting the project land or any encroachments on the project land or mortgage, lien or charge on the project land, except specifically stated in this Agreement as well as in the title and search report of the Advocate of the Promoter which has already been inspected and understood by the Allottee. So also the Promoter has assured the Allottee that apart from the permissions already obtained by the Promoter in respect of the project land, no other permissions / sanctions are required to be obtained with respect to the Said Unit.

AND WHEREAS The Promoter has the right to sell the Units in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee of the said Unit and to receive the sale consideration in respect thereof.

AND WHEREAS that under the provisions of section 13 of the said Act, the Promoter are required to execute a written statement for sale of the said unit to the Allottee/s in fact these presents and the parties are required to register this said agreement under Registration Act, 1908 within four months from the date of execution thereof.

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said unit as stated hereunder.

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

The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of Act or the Rules made thereunder.

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I. DEFINITIONS :

The parties hereto admit and confirm the definitions of certain terms used frequently and specifically in this agreement as follows:-

- i) **"The Said Project"**: means the scheme of construction of residential as well as commercial units/premises, named and to be known as **"SKYI SONGBIRDS"** being carried out by the Promoter on the Project land consisting of multistoried buildings having flats /duplexes/ penthouses etc and clusters/ phases having row houses/ bungalows/villas, as well as commercial units/premises etc, which the Promoter has agreed to sell or which the Promoter would be selling on ownership basis to the respective Allottee or which would be given by the Promoter on license/lease/rent to respective licensee or the tenant. The said Project also includes the common areas amenities and facilities provided for the said Project and also the Common areas amenities and facilities provided for a particular building out of the said Project.
- ii) **"The Layout Land"**: means the total land admeasuring about 14 Hectares 96.50 Ares i.e. 1,49,650 Sq. Mtrs., situated at Village Bhugaon Taluka Mulshi District Pune as described and identified in the **Schedule- I** written hereunder, including the lands for construction of residential units, as well as commercial premises land under the internal roads, the open spaces and the amenity space as per the layout, and also the land and or pieces of lands acquired and/or included and/or excluded by the Promoter in the layout, hereafter, by revising the same from time to time till the completion of the said Project.
- iii) **"The Project Land"**: means the land admeasuring about 12 Hectares 79.45 Ares i.e. 127945.12 Sq. Mtrs. situated at Village Bhugaon Taluka Mulshi District Pune as described and identified in the **Schedule -II** written hereunder and also the land or pieces of land included and/or excluded by the Promoter by revising the layout from time to time hereafter till completion of the said project. The project land will be the total land under

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the layout excluding the "Amenity Space/s" (Amenity Space (A) and Amenity Space (B) in The Layout) thereof.

- iv) **"The Layout"**: means the map for amalgamation of various pieces of lands forming part of the layout land showing/carving out the land for construction of residential units, as well as commercial premise, open spaces, internal roads, amenity spaces duly sanctioned by the competent authorities and all the revisions thereof done by the Promoter as per the schematic planning, by obtaining proper approvals of the competent authorities with or without amalgamating additional land/s therein.
- v) **"The Building Plan"**: means the plan of building duly sanctioned by Pune Metropolitan Regional Development Authority (PMRDA) or relevant competent authorities consisting of said unit.
- vi) **"The Said Building"**: means the building out of Said Phase being constructed on the Project Land in which the said unit is situated or will be situated.
- vii) **"The Unit"**: means a separate and self contained residential premises/ tenement/ commercial premises in the said project of various sizes/areas/designs constructed as per the sanctioned building plans on the said project land, which includes flat, duplex flat, penthouse, row house, bungalow, villa, commercial premises etc, being transferable and heritable property.
- viii) **"The Said Unit"**: means the unit agreed to be purchased under this agreement by the Allottee herein, which is more particularly described in the **Schedule-III** written hereunder.
- ix) **"The Total FSI/FAR"**: The total FSI/FAR means the total permissible Floor Space or Area in respect of the project land and additional land/s, if any, included and/or amalgamated by the Promoter in the said project.
- x) **"The Carpet area"**: means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts,



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exclusive balcony or veranda area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Such carpet area is calculated on bare shell basis, prior to application of any finishes/ finishing material.

- xi) **"The Total area"**: means the total of carpet area of the unit plus the area of adjacent terrace/exclusive balcony/exclusive wash area plus the proportionate area of the unit in the Common areas and facilities of the said building.
- xii) **"Project Maintenance Agency" ('PMA')**: The agency appointed by the Promoter for the maintenance work of common areas, amenities and facilities of the Said project and the Common areas, amenities and facilities of the said building to be provided by the Promoter for the said project or parts thereof on such terms and for such consideration as the Promoter at its discretion may think proper.
- xiii) **"The said society"**: means the co-operative housing society formed and registered by the Promoter of all the Allottees of units in a particular building, or a particular cluster / phase of buildings, bungalow, row houses, villa, in which the said unit agreed to be purchased by the Allottee is situated or to be situated, which society will be the owner of the structure of the said building or the structures of bungalow/ row houses/ villas thereof as the case may be.
- xiv) **"The member societies"**: means all the co-operative housing societies formed and registered by the Promoter in respect of various buildings, or a particular cluster / phase of buildings, bungalows, row houses, villas, which societies will be the members of the federal society.
- xv) **"Federal Society"**: means the co-operative society formed and registered by the Promoter with the object of the smooth operations, functioning, management of its member societies and to own, maintain, administer the common areas, amenities and facilities of the said project.

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- xvi) **“Common areas, amenities and facilities of the said project”**: means all such areas amenities, facilities of the said project provided by the Promoter for the common use and enjoyment of all the residents of units in the said project, which are listed out and described in the **Schedule-V** written hereunder, which exclude the Common areas, amenities and facilities of the said building. Such areas, amenities, facilities of the said project shall be the internal development works as provided under the said Act.
- xvii) **“Common areas, amenities and facilities of the said building”**: means all such common areas such as staircase, lifts, lift space, lobby, passage, amenities, facilities provided by the Promoter within the said Building for the restricted usage and enjoyment of residents/occupants of a said building, which are listed out and described in the **Schedule-VI** written hereunder.
- xviii) **“External development works”**: means the development works for the benefit of the said project, situated outside the periphery of the said project, which are listed out and described in the **Schedule-VII** written hereunder.
- xix) **“Independent areas and facilities”**: means the areas and facilities for which the exclusive right to use and occupy is granted by Promoter for a particular unit, if any, to the exclusion of the Allottees/occupants of the other units in the said project and described in the **Schedule-IV** written hereunder;
- xx) **“Additional lands”**: means the lands admeasuring to the extent of about 16Acres i.e. 6.4 Hectares adjacent to the layout lands i.e. the lands bearing Survey Nos. 414, 415, 423, 427, 430, 431, 432, 451, 455, 456, 457, 458, 473 and others, which may be entirely or partly acquired/purchased by the Promoter by sale deeds or development agreements and power of attorneys from the present owners thereof for the purpose of amalgamating the same with the layout land and to increase the volume/area of the said project and /or the project land.
- xxi) **“Specific Consent”**: means the consent specifically granted by the Allottee for the revisions of the layout in respect of layout land as well as for the revisions/modifications of building plans specifically informed and disclosed



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by the Promoter to the Allottee as stated in clause No.15 below, which do not adversely affect the said unit.

xxii) "Conveyance in favour of the said society": means the instrument for sale, transfer, conveyance of the structure of the said building (excluding basements, podiums, if any and the parking floor/s of the said building) along with all the Common areas, amenities and facilities of the said building in favour of the said society.

xxiii) "Conveyance in favour of the Federal society": means the instrument for sale, transfer, conveyance of the entire undivided or inseparable Project land underneath all the buildings/ wings along with structures of basements, podiums thereof, if any and the parking floor/s of all such buildings with the other structures for parking lots, if any constructed on the Project Land along with all the common areas, amenities and facilities of the said project in favour of the federal society.

xxiv) "Prescribed interest rate" : means rate of interest equal to the State Bank of India highest Marginal Cost of Lending Rate plus two percent and if the same is not available, then such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public, as provided in Rule 18 of the Maharashtra Real Estate (Regulation and Development)(Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017.

The parties hereby agree and confirm that all the definitions as stated above shall form integral part of this agreement.

2. PROMOTER'S VISION FOR THE SAID PROJECT :

2.1 The Promoter has planned to carry out and complete the said project on the land totally adm. about 200000 sq. mtrs. out of which the Promoter has already acquired the development / ownership rights of the land adm. 149650 sq. mtrs. as described in Schedule – I written hereunder and the Promoter has started the said project on the project land thereof, as described in Schedule – II written

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hereunder. The Promoter is still in the process of acquiring the development rights or ownership rights of the Additional lands, with a view to complete the said project with the vision of the Promoter on the total land adm. about 50 acres. However, due to unavoidable reasons or for the reasons beyond the control of the Promoter, if the Promoter cannot acquire the development rights or ownership rights in respect of the additional lands or part thereof, then the Promoter will carry out the said project on the project land including such additional lands, which the Promoter may be able to acquire hereafter. The Promoter has clearly apprised the Allottee about its intention of doing so and the Allottee has taken due note of the same along with a possibility of promoter not able to acquire development rights or ownership rights in respect of the additional lands or part thereof. The total extent of the said project, considering the vision of the Promoter is more particularly shown in the proposed layout of the said project, which is annexed herewith as Annexure 'A2' and the layout approved by the local authority i.e. by PMRDA as on date for the said project is annexed herewith as Annexure 'A1'.

2.2 The Promoter has disclosed the Allottee that the said Project will be tentatively developed in the following phases:-

Phase Nos.	Particulars
Phase I (already completed)	Comprising of building nos. 7,8,9,11 & 13 from first habitable floor till last floor
Phase II (already completed)	Comprising of building nos. 1, 2 2A from first habitable floor till last floor
Phase A (already completed)	Comprising of building nos. 1, 2 2A from Eleventh habitable floor till last floor and building nos 14,15,16 from first habitable floor till last floor
Phase B	Comprising of building no.5,6 from first habitable floor till last floor
Phase C	Comprising of building no. 18, 18A from first habitable floor till last floor
Phase D	Comprising of building no. 3, 4, 4A from first habitable floor till last floor
Phase E	Comprising of building no. 12 from first habitable floor

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	till last floor
Skyi Songbirds Commercial	Comprising of building from Ground floor till last floor having commercial tenements
Phase F	Under planning

The Promoter has also informed the Allottee that as per the convenience and discretion of the Promoter, they will be entitled to commence and carryout the development and construction of any phase / phases out of the said project, subject to obtaining required sanctions and permissions for the same. The Promoter shall be entitled to register each phase out of the said project as a separate Real Estate Project as per the provisions of the said Act or if required by the Promoter two or more phases out of the said project as stated above can be registered as a Real Estate Project as per the provisions of the said Act.

3. PROMOTER TO DEVELOP AND CONSTRUCT THE SAID PROJECT, SAID PHASE AND THE SAID BUILDING:

3.1. The Promoter herein has obtained the necessary permissions and sanctions from the local authority and/or competent authorities in respect of Layout Land described in **Schedule-I** written hereunder and for the commencement of the said Project on the Project land, described in the **Schedule-II** written hereunder, and shall further obtain all the necessary permissions and sanctions from the concerned authorities for carrying out and completing the said Project as per the policies and schematic planning of the Promoter for the said project and accordingly shall carryout and complete the said project by abiding and observing all the terms and conditions of all such permissions and sanctions.

3.2. The Promoter has obtained sanctioned plan in respect of the Said Building to be constructed on the Project Land, hereinafter referred to as the '**said Building**' consisting of the said Unit agreed to be purchased by the Allottee and the Promoter has commenced the construction of the said building. The Promoter shall carryout and complete the construction of the said building having stilted ground floor, Podium plus minimum 12 upper floors, in



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accordance with the plans designs, specifications approved or which may be revised by the Promoter with the approval of the concerned authority/authorities and which have been seen and approved by the Allottee with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority. However, the Promoter shall ensure that such alterations and modifications shall not adversely affect the said unit agreed to be purchased by the Allottee as per the terms of this agreement. Though, the building plans for the said Building are presently sanctioned by local authority upto 12 floors, the Promoter has proposed to construct the additional 2 floors for the said building, by obtaining the permission and sanctions of the local authority. However, if the Promoter could not obtain such permission and sanction to construct additional floors or any such additional floor/s of the said building then the Promoter shall restrict the construction of the said building upto the last sanctioned floor. The Promoter shall have the right to amend and/or modify the said plans for smooth and better development and construction of the said Project without any reference to the Allottee. The Allottee has hereby given his irrevocable consent to the Promoter herein to carry out such revisions, alterations, modifications in the sanctioned plan/s of the said building, entire layout of the said project, other building/s as the Promoter in its sole discretion thinks fit and proper and/or such modifications and alterations which are necessary for Promoter or in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, or Government or any officer of any local authority. However the Promoter has to ensure that such alterations and modifications shall not adversely affect plan, design, location, or carpet area of the said unit hereby agreed to be sold.

4. AGREEMENT AND CONSIDERATION:

- 4.1 The Allottee agrees to purchase from the Promoter and the Promoter agrees to sell to the Allottee, the said unit i.e. the unit No. 1101 in the Building No. 18,184 (i.e. the said building), which unit is more particularly described in the Schedule-III hereunder written and more particularly shown in red

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boundary lines in the floor plan annexed herewith and marked as Annexure 'B-1', for the total consideration of Rs.15785200/- (Rupees One Crore Fifty Seven Lakh Eighty Five Thousand Two Hundred only), subject to the terms and conditions stated herein.

- 4.2 The specifications of the said unit and the fixtures, fittings to be provided by the Promoter for the said unit are described in the Annexure 'G', annexed herewith. The Allottee has seen and approved the floor plan of the said unit and the Allottee shall not be entitled to ask or demand for any change, alteration or revision in the floor plan of the said unit. The Promoter shall not refund any amount for deleting any items of specifications and amenities on request of the Allottee.
- 4.3 The Promoter and the Allottee specifically agree that the total consideration of the said Unit have been settled by and between them on the basis of the carpet area of the said unit and Promoter is charging the total consideration only for the carpet area of the said unit. The Promoter and the Allottee therefore mutually agree that the total consideration of the said unit shall not be affected if the actual carpet area of the said is found out to be less or more upto the 3% of the carpet area of the said unit as stated in this agreement. However if such increase or deficit in the carpet area exceeds 3% of the total carpet area as stated in this agreement then the Promoter and the Allottee agrees to compensate each other for the same by making payment of variance in carpet area on pro rata basis based on the consideration stated in clause No. 5 herein under written.
- 4.4 The Purchase Price is escalation-free, save and except escalations/increases, due to reasons stated in clause No. 4.3, increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the Competent Authority etc., the Promoter shall enclose the said notification/order/rule/regulation



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published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

4.5 The Promoter and the Allottee specifically agree that the total consideration of the said Unit have been settled by and between them, by passing on the benefits of the input tax credit considering mechanism of input tax credit and anti profiteering clauses, as set out under the Goods and Services Tax, 2016. The Promoter has already passed on the benefits thereof to the Allottee. The Allottee has been made aware of this and he shall not dispute the same. Allottee Specifically Agrees that In case of Input tax credit not made available to Promoter due to any changes in the provisions then in such eventuality Allottee Agrees to Pay additional seven percent amount over and above current agreed consideration of the Said Unit.

4.6 The Promoter and the Allottee agree and confirm that considering the total consideration charged by them on the basis of the carpet area of the said unit, the Promoter shall not charge or demand any separate amount or consideration from the Allottee on account of the following:-

- i) The cost of FSI / FAR utilized for the said unit out of the total FAR / FSI of the said building.
- ii) The proportionate cost for providing the common areas, amenities and facilities for the said building.
- iii) The proportionate cost for providing the common areas, amenities and facilities for the said project.
- iv) Proportionate Cost of External Development works attributable for the said project.
- v) Legal charges of preparation of this Agreement, excluding stamp duty and registration fees.
- vi) Charges and deposit for electricity connection and electricity meter for the said unit.

5. PAYMENT OF CONSIDERATION

The Allottee has agreed to pay the total agreed consideration for the said unit to the Promoter in a manner as described in Schedule- VIII.

5.1 The Allottee has on or before the execution of this Agreement, paid to the Promoter a sum of Rs. 446428/- (Rupees Four Lakh Forty Six Thousand Four Hundred Twenty Eight only) being

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part payment towards the total agreed consideration for the said unit as described in Schedule-IX.

5.3 The Allottee shall pay the amounts of balance consideration to the Promoter from time to time by duly drawn cheques/ pay orders / demand drafts in the name of the Promoter or by electronic transfer/RTGS / wire transfers in the Current A/c No. 5750000042111 _____, of the Promoter in HDFC BANK Bank, BHANDARKAR ROAD Branch" IFSC HDFC0000007 _____, payable at Pune, or at any other Account as may be intimated by the Promoter to the Allottee. The Promoter will issue an acknowledgement receipt to the Allottee upon receiving payments from the Allottee as stated above, subject to realization of the concerned amounts in its said bank account.

5.4 The timely payment of the consideration amounts and any other amounts due and payable as stated in this agreement shall be the essential and important condition of this Agreement.

5.5 The Allottee is aware that as per the provisions of the Section 194-IA of the Income Tax Act, he may be liable to deduct tax at Source (TDS), if applicable he shall pay such amount of TDS and the Promoter shall acknowledge receipt of amount equivalent to such amount of TDS, only upon the Allottee submitting the certificate for the required amount of TDS and upon the verification to the effect that the amount mentioned in the TDS certificate is matching with the amount credited in the name of the Promoter, appearing on the website of the Income Tax Department.

6. **ALLOTTEE'S OBLIGATION TO PAY ADDITIONAL AMOUNTS:**

6.1 **TAXES AND CESSSES IMPOSED BY LOCAL AUTHORITY:**

All direct and indirect taxes, charges, cess or other outgoings, present and future, one time and/or recurring as imposed by the government, semi-

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government, local authorities, any statutory body, et cetera in respect of the said unit and/or this agreement shall be borne and paid exclusively by the Allottee.

6.2 TAXES SUCH AS VAT, SERVICE TAX, GST IMPOSED BY GOVERNMENT :

The Value Added Tax (VAT), Service Tax and / or GST payable to Government in respect of this agreement shall be separately paid by the Allottee to the Promoter. The Allottee hereby further agrees that in the event of any other taxes to the State and/or Central Govt. or increase in service tax or value added tax (VAT) or GST or any other tax or payment of a similar nature becoming payable by the Promoter either before or after delivery of possession of the said unit the same shall be paid/reimbursed by unit Allottee to the Promoter, as and when charged and demanded by the Promoter. If Allottee fails to pay the amount within fifteen days from demand, then unit Allottee shall be liable to pay interest /penalty / fine, which will be levied by the concerned authorities from time to time. The Allottee shall be further liable to pay damages and losses that will be suffered by the Promoter due to non-payment and the Allottee shall keep the Promoter harmless and indemnified therefrom.

6.3 PROVISIONAL MAINTENANCE CHARGES:

The Allottee shall be liable to pay the maintenance deposit /corpus and monthly provisional maintenance charges to the Promoter in respect of the said unit as provided hereafter.

6.4 STAMP DUTY AND REGISTRATION FEES:

The Allottee shall bear and pay the stamp duty and registration fees, out of pocket expense of this agreement and that of the deed of conveyance to be executed in terms of this agreement as provided hereunder.

6.5 The timely payment of the aforesaid additional amounts shall also be the essential and important condition of this Agreement.

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7. TERMINATION BY THE PROMOTER:

7.1 On the Allottee committing default in payment on the due date (Allottee not making payment of the any amount due and payable as per terms of this agreement to the Promoter) or any other amount/s due and payable under this agreement and payable by the Allottee to the Promoter under this Agreement (including his proportionate share of taxes etc. levied by the concerned local authority and other outgoings) and on the Allottee committing breach of any of the terms and conditions herein contained, the Promoter shall in its sole discretion be entitled to terminate this Agreement.

7.2 Provided always, the power of termination under this agreement herein mentioned shall not be exercised by the Promoter, unless and until the Promoter has given to the Allottee 15 (fifteen) days' prior notice in writing, of its intention to terminate the Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement, default shall have been made by the Allottee by neglecting to rectify the breach or breaches within the notice period (15 days) after giving of such notice. The agreement shall stand terminated if the Allottee before the expiry of the notice period fails to remedy the breaches. It is hereby made specifically clear that in the above event of termination, execution and registration of deed of cancellation will not be necessary. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Unit and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Unit and/or car parks in the manner it deems fit and proper. on the termination and cancellation of this Agreement in the manner as stated in this sub-clause:

- (i) Promoter shall be entitled to forfeit 15% of the Purchase Price as and by way of agreed genuine pre-estimate of liquidated damages along with the govt. taxes, duties, fees, and outgoings, if any, due and payable by the Allottee/s in respect of the said Unit up to the date of

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termination of this Agreement and brokerage, if any paid by the Promoter while booking the said Unit in the name of the Allottee. In case the amount to be deducted under this clause exceeds the amount received from the Allottee towards the purchase price, then the promoter shall recover the shortfall from the Allottee, which the Allottee agrees and undertakes to pay within 15 days from the date of demand. If the Allottee herein has obtained any housing loan on the Said unit then such refund of amount to the Allottee shall be subject to deduction of all the amounts payable to the bank/financial institute from whom, the Allottee herein has obtained housing loan.

- (ii) The Promoter shall refund to the Allottee above referred amount after deduction without any interest, in 3 (three) monthly equated installments commencing from the date on which the said Unit is sold by the Promoter to any new Allottee by executing Agreement for Sell in favour of such new Allottee. The installments of refund shall be payable by the Promoter to the Allottee on the respective due dates thereof. The Allottee shall have no lien, charge or any other right in and upon the said premises on termination.
- (iii) The Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs or otherwise on the amount refunded. The amount of refund shall be accepted by the Allottee/s in full satisfaction of all his/her/its/their claims under this Agreement and/or in or to the said Unit.

7.3 The Allottee herein irrevocably nominate, constitute and appoint Mr. Sushant Mohan Jadhav and Mr. Amit Anil Jagtap, jointly or severally, who are the partners of the Promoter, as the, constituted attorney to execute and register the Deed of Cancellation or any other document as may required to cancel this transaction in law if required and on termination of this agreement as aforesaid and who is entitled to do the same on agreeing to refund of amount by cheque/demand draft as aforesaid by post. By executing these presents the Allottee and his heirs, executors and administrators ratify and confirm and

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agree to ratify and confirm aforesaid act of the Constituted Attorney by virtue of these present clause. In pursuance of appointment of constituted attorney as aforesaid by the Allottee, for the aforesaid purpose, the additional stamp of rupees five hundred is paid herewith by the Allottee for this instrument under the Bombay Stamp Act, 1958 for cancellation of this agreement it is clearly agreed and understood between the parties herein that the deed of cancellation shall only be executed if the Allottee fails and or neglects to execute cancellation deed of this agreement.

- 7.4 The Promoter at its option and discretion, without terminating the agreement, shall be entitled for specific performance thereof and to recover the amount due with simple interest calculated at the rate equal to the Prescribed Interest Rate. Also the Promoter may exercise the option either to terminate or not terminate the agreement at any time after default.

8. TERMINATION BY THE ALLOTTEE :

Only in the eventuality of the Promoter failing to abide by the time schedule for for handing over the said Unit to the Allottee as per terms of this Agreement (save and except for the reasons as stated hereinabove) then the Allottee shall be entitled to either of the following:

- 8.1 Request the Promoter in writing at the address provided by the Promoter, to pay Simple Interest calculated at the rate equal to the Prescribed Interest Rate on the amounts paid by the Allottee for every month of delay till the handing over of the possession of the said Unit to the Allottee.
- 8.2 The Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter at the address provided by the Promoter. Upon completion of 15 days from receipt of notice by the Promoter, this Agreement shall stand terminated and cancelled. Allotte shall execute deed of cancellation in favor of Promoter and The Promoter shall endeavour to refund the amounts received from the Allottee. Upon execution of cancellation deed the Promoter shall be liable to refund all the amounts till then received by the Promoter out of agreed consideration as per clause 5.2 for the

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Said Unit , (save and except amounts collected for the purpose of making payments towards Govt taxes, duties and fees) to the Allottee along with simple interest calculated at the rate equal to the Prescribed Interest Rate, in 6 (six) monthly equated instalments commencing from the date of termination. The instalments of refund shall be payable by the Promoter to the Allottee on the respective due dates thereof.

The Allottee hereby acknowledges and agrees that he shall choose either of the aforesaid remedies and not both. The Allottee shall be entitled to terminate this Agreement only if the Promoter fails to deliver the possession of the said unit as per the terms of this Agreement.

9. FACILITY OF CAR PARKING LOT:

9.1 The Promoter has made explicitly clear to the Allottee that for providing ample and sufficient parking lots to the Allottees of Units in the said project, the Promoter has after consulting the Architect, planned and provided for various covered parking lots in the basements, podiums, stilts, parking floors of the buildings out of the said project and has also provided open parking lots in the surrounding areas of the buildings without affecting the internal traffic movements on the internal roads and passages in the said project. The Promoter has also made clear to the Allottee that as per the independent requirements of the Allottees of the units in the said project, the Promoter will be granting the exclusive right to use and occupy the respective parking lots to the respective Allottees, without charging any consideration for the same and hence the Promoter will not be selling any parking lot/s to any Allottee for consideration, whatsoever. However, the grant of exclusive right to use and occupy the concerned parking lot/s, open and /or covered as the case may be, shall be treated and considered as additional facility provided for the concerned unit. It is further made clear by the Promoter to the Allottee that while executing the Conveyance in favour of the Federal society, the area under such parking lots, open or covered, alongwith the structure of the basements, podiums, stilts, parking floors of the buildings out of the said project with the other structures for parking lots, if any, will also



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be conveyed being the part of the common areas, amenities and facilities of the said project, subject to the exclusive rights to use and occupy the parking lots granted by the Promoter to the respective Allottees. Accordingly, the parking lots in the said phase will also be dealt with by the Promoter and such parking lots will form the part of the independent areas and facilities for the respective unit. For the sake of clarity regarding the grant of exclusive rights to use and occupy the parking lots to the respective Allottees, such parking lot/s will be more particularly shown in the Annexure 'B2' of this Agreement .

- 9.2 However, at the time of execution of the sale agreement in respect of the unit, if any Allottee specifically requests the Promoter that he does not require a parking lot, then he or his legal heirs or his subsequent transferees/ assignees shall not be entitled to claim any allotment of parking lot from the Promoter. It is assumed that such Allottees have willingly released, relinquished their rights / benefits / interest in the parking lots to the Promoter and in the agreement of such Allottee, in **Schedule-IV**, the parking lot will be shown as 'Nil' as requested by such Allottee. It is further informed by the Promoter to the Allottee that the Allottee shall get the above mentioned allotment of parking lot confirmed from the said society and/or federal society once they are formed and registered, such grant of exclusive right is subject to final confirmation from said society and/or federal society and the same shall form a part the conveyance in favour of the federal society.
- 9.3 Upon Conveyance in favour of the Federal society Promoter shall handover Un-allotted Car Parking Spaces in the said Project, if any to Federal society, where as till such time the same shall continue to remain the property of the Promoters and shall remain in possession of the Promoters. It shall be upon the Promoters' discretion till such time to allot/use these un-allotted spaces continue to remain with the Promoter.

10. RESPONSIBILITIES OF THE PROMOTER:

- 10.1 The Promoter shall observe, perform and comply with all the terms, conditions, stipulations, if any, which may have been imposed by the

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concerned authorities and/or the local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the unit to the Allottee, obtain from the concerned local authority or authorised person, the occupation and/or completion certificates in respect of the same.

- 10.2** In case any structural defect or any other defect in workmanship, quality or provision of services in the said unit or the said building is brought to the notice of the Promoter within a period of five years by the Allottee from the date of handing over possession of the said unit as provided in this Agreement, it shall be the duty of the Promoter to rectify such defects without further charge and in the event of Promoter's failure to rectify such defects, the Allottee shall be entitled to receive appropriate compensation in the manner as provided under the said Act. The terms, structural defect, workmanship, quality and provision of services are understood and agreed by the parties and the same are defined in the Product Manual provided by the Promoter.
- 10.3** Provided that the defects which may be brought to the notice of the Promoter by the Allottee, should not have arisen due to incorrect or negligent usage i.e. against the guidelines, precautions, regular maintenance as per the project manual provided by the Promoter for the said building as well as for the said project to the Allottee at the time of handing over the possession of the said unit, by the Allottee and/or his family members, servants, occupants, licensees in the said unit or the other residents, occupants, servants, visitors in the other units in the said building or the said project. The Promoter shall not be responsible for such defects. By way of abundant precaution, the Promoter has also made the said project manual available on the website of the said project i.e. www.skyi.com and the Allottee has taken due note of the same.
- 10.3.1** The word defect herein above stated shall mean only the manufacturing defects caused on account of willful neglect of the Promoter themselves and shall not mean defects caused by normal wear and tear, negligent use of the said unit or the said building by the

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Allottee, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature etc.

10.3.2 Defects in plant, machinery, equipment, fittings and fixtures are not included therein and are subject to individual warranties provided by the manufacturers of such fittings and fixtures in this regard and the Promoter shall not be responsible for the same. Above plant, machinery, equipment, fittings and fixtures have to be operated / used by the persons with due diligence and with adequate observance of safety standards. The Allottee and the society to be formed, shall always ensure that the aforesaid facilities will be maintained periodically by qualified agencies.

10.4 Provided further that the Allottee shall not carry out alterations of whatsoever nature in the said unit or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring/ Dado) in the Toilets/ Kitchen as this may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter and under the supervision of promoters authorized Agencies, the defect liability automatically shall become void.

11. DECLARATION AS TO THE FSI/FAR:

The Promoter hereby declare that as on date, the Floor Space Index available in respect of the said project land is 139058.50 Sq. Mtrs., which may increase after the required compliances by the Promoter and that no part of the said floor space index has been utilized by the Promoter elsewhere for any purpose whatsoever. In case the said floor space index has been utilized by the Promoter elsewhere, then the Promoter shall furnish to the Allottee all the detailed particulars in respect of such utilization of said floor space index by them. In case while developing the said project land, the Promoter, has utilized any floor space index of any other land or property by way of T.D.R, floating floor space index, then the particulars of such floor space index shall be disclosed by the Promoter to the Allottee. Allottee is well aware of the possibility in the increase of the layout

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lands and as a result of which there will be further increase in the FSI/FAR which will be consumed on the project land.

12. POSSESSION OF THE SAID UNIT:

12.1 Taking into account the planning/ projections of construction activities made beforehand, the Promoter has planned to complete the construction of the said unit on or before 31/12/2022 with a further grace period of twelve months, and shall subject to timely receipt of all payments hereunder from the Allottee. In case of possession getting delayed beyond grace period plus extension on account of provisions of clause 12.3, the Promoter shall be liable to pay simple interest calculated at the Prescribed interest rate for every month of delay, on the amounts of consideration till then received by the Promoter from the Allottee, starting from end of grace period plus extension on account of provisions of clause 12.3 till such time the promoter offers possession of the said unit. Promoter shall handover possession of the said unit to the Allottee, on completion of construction of the said Building. The Promoter shall be at liberty and are entitled to complete any portion/ floor/wing/part of the building and apply for and obtain Part Completion Certificate thereof. It is specifically agreed between the Promoter and Allottee that The Promoter is developing and promoting a larger project on the project/layout /additional land and the construction of the same will be carried out in phased manner as a result of this at the time of completion of said unit the Common areas, amenities and facilities and External Development Works will not be complete and ready for use, when offered, the Allottee shall without any objection or claim take possession of the said unit. In such an event, the Promoter shall without any hindrance or objection by the Allottee, be entitled to carry out by itself or through its contractors or otherwise the remaining work in respect of the building & common areas, amenities and facilities and External Development Works even if the same causes any nuisance and annoyance to the Allottee. The Promoter herein shall give the possession of the said unit to the Allottee on or before the committed date for fit outs and on payment of all dues payable by the Allottee to the Promoter if any in pursuance of these presents and on

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the Allottee fulfilling part of the agreement and the said possession shall be confirmed on receipt of the Completion Certificate issued by architect.

12.2 The Allottee shall take possession of the said unit within (15) fifteen days of the Promoter giving first written notice to the Allottee intimating that the said unit is ready for possession. In the event the Allottee fails and /or neglects to take possession and/or fails to make all payments due and payable by Allottee as agreed under this agreement within the said period, the Allottee shall be liable to pay to Promoter compensation calculated at the rate of Rs. 10/- per sq. ft of the Total area per month or part thereof till such time the Allottee takes possession of the said unit. Notwithstanding the aforesaid, it shall be deemed that the Allottee has taken possession on the expiry of 15 days from the date of the said written notice and this date shall be deemed to be the 'Date of Possession' i.e. the date of handing over possession as contemplated under the said Act and all the obligations of the Promoter and the Allottee related to the said unit shall be deemed to be effective from the date of such Deemed Possession. The Allottee shall alone be responsible/liable in respect any loss or damage that may be caused to the said unit from the expiry of 15 days from the Notice of Possession.

12.3 Promoter shall be entitled to reasonable extension of time beyond grace period for giving possession of the said unit on the aforesaid date, if the construction and completion of said unit or the said building in which the said unit is to be situate, is delayed on account of:

All force majeure events stipulated in the Act including but not limited to

- i) non, availability of steel, cement, other building materials, water or electric supply or labour;
- ii) war, civil commotion or act of God;
- iii) Changes in any rules, regulations, bye – laws of various statutory bodies and authorities from time to time affecting the development and the project.

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- iv) Any stay order / injunction order or direction issued by any Court of Law, Tribunal, competent authority, statutory authority, high power committee;
- v) Any other circumstances that may be deemed reasonable by the Authority.
- vi) Delay in grant of any NOC/ permission/ license connection/ installation and any services such as lifts, electricity and water connection and meters to the said building / said unit, road NOC or completion certificate from appropriate authority.
- vii) Extension of Minimum three months on each instance of delay or default in payment of dues by the Allottee/s under these presents (without prejudice to the right of Promoter to terminate this agreement under clause 7 above).
- viii) Any notice, order, rule, notification of the Government and/ or public or Competent authority.
- ix) Pendency of any litigation or order of the Court.
- x) Extension of Minimum four months will be granted by the Allottee in case Any changes/extra / additional work required to be carried out in the said unit as per the requirement and at the cost of the Allottee .

12.4 The Allottee shall, from the date of taking possession of his/her/their said Unit undertakes:

- i) not use the same in violation of any provision of law applicable thereto;
- ii) not use or permit the same to be used for any purpose other than permissible under any law for the time being in force;
- iii) The Allottee shall not change the use of the said Unit from residential to any other use and shall use the garage or parking Lot only for purpose of keeping or parking vehicle and not for any other purpose.
- iv) not cause any nuisance or annoyance to the neighbors;

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- v) not use the common areas/amenities for any other purpose except for which it is approved by the Competent Authorities in order to avoid the misuse of the same;
- vi) not refuse or neglect to carry out any work directed to be executed in the said Building or in the said Unit after he/she/they had taken possession thereof, by a competent authority.
- vii) not encroach upon or make use of any portion of the said Building or open space of the compound not agreed to be acquired by him/ them or otherwise not forming part of the said Unit;
- viii) not stock or keep any material, object or any other item in the open space of compound and/or park any vehicle in the compound;
- ix) not restrain the Promoter or their servants and agents from entering upon the said Unit for inspecting the same at any reasonable hours for carrying out any construction/ repair work on any part of the said Building or the said Unit, including making, repairing, maintaining, cleaning and keep clean and in good condition all surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used for the said Building and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or similar purposes;

13. DISCLOSURES BY THE PROMOTER:

13.1 The Promoter has made full and true disclosure to the Allottee of the title of the Project Land as well as regarding the encumbrances, present pending litigations, claims etc. known to the Promoter, through the Title and Search Report of its Advocates and other documents related to the said project. The Promoter has also disclosed to the Allottee nature of its right, title, and interest to construct building and to develop the said Project Land. The Promoter has also given inspection of all the documents, sanctions and



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permissions of the said project and the said phase and handed over a set of the scanned copies of the said documents to the Allottee as required by law. The Promoter has also obtained the title certificate from its Advocate certifying the title in respect of the Project land, which the copy whereof is annexed herewith as **Annexure 'C'**. The Promoter has also stated the stage-wise time schedule for the completion of the said phase, including the provision for civic infrastructures like water, sanitation and electricity in this Agreement.

13.2 The Promoter has also executed Deed of Declaration dated 06/08/2015 for confirmation of the 7/12 record of the lands forming part of the project land and Power of Attorneys related to the lands forming part of the project land, which has been registered in the office Sub Registrar, Mulshi (Paud). The Promoter has separately provided a copy of the said Deed of Declaration / Confirmation to the Allottee and Index II whereof is annexed herewith as **Annexure 'D'**.

13.3 The Promoter has obtained the sanction and permission of the Collector of Pune for the non-agricultural use of the layout land which includes the project land and also for the construction of various buildings / structures out of the said project including the said building. The copy of the said sanction / permission granted by the Collector of Pune is annexed herewith as **Annexure 'F'**.

13.4 The Promoter has also disclosed to the Allottee that they have obtained project loan for carrying out the said Project from Housing Development Finance Corporation Limited, Mumbai by mortgaging the layout land with them and the said financial institution is having charge for the said project loan on the layout land and the buildings being constructed thereon. Hence, the Promoter has obtained letter of specific consent for releasing, selling the said unit to the Allottee from the said financial institution, subject to conditions stated therein, and the Promoter has agreed to comply with the same. The Promoter has also further disclosed that as per the conditions of the said mortgage, the amounts of consideration received by the Promoter on

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account of sale of units in the said project are to be deposited in its bank account as stated in Clause No. 5.3 above. On the execution of this Agreement, the Promoter has delivered the said original letter of specific consent issued by the said financial institution to the Allottee and the Allottee acknowledges to have received the same.

13.5 The Allotte/s hereby declare/s and confirm/s that the Promoter has prior to the execution hereof, specifically informed the Allottee/s that:

13.5.1 The Promoter may have an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to as "the said Banks"), under which the said Bank would grant a line of credit to the Promoter to facilitate development of the Said Project, and as security for repayment of loans which may be advanced to the Promoter by the said Bank, the Promoter creates or causes to be created mortgages/charges on the Project Land and construction thereon in favour of the said Banks.

13.5.2 The title deeds relating to said Project have been/ have to be deposited with the said Bank as security for repayment of loans advanced hereafter by the said Banks to the Promoter under the said line of credit.

13.5.3 The Promoter specifically reserves its right to offer the Project Land / Layout Land along with the construction thereon or any part thereof (save and except the said Unit), as security (including by way of a mortgage or charge or hypothecation of receivables of allotted units being the installments of purchase price together with interest and other charges payable thereon.) to any other credit/financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the Promoter, and the Allotte/s has/have given and granted his/her/their/its specific and unqualified consent and permission to the Promoter for doing the same.

13.6 The Promoter herein may be constructing buildings, structures on the project land in phases as stated above and the Allottee herein has completely understood the vision of the Promoter regarding the said project as stated in clause No. 2 above and considering the same, the Allottee has also

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understood that the Promoter may be required to revise the layout and building plans of the said project from time to time. However, in any case, the Promoter shall not revise the building plans of the said building and / or the said unit in such a manner, by which the area, location and design of the said unit will be changed or affected. The Allottee, therefore, agrees and undertakes not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction activities of the Promoter regarding the said project or any phase/s thereof in any manner. The Allottee hereby gives his irrevocable consent for revision/amendment of the said building/the layout, open space, internal roads, position of dust bins, transformer plinths, pumping stations etc., adding new buildings and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter.

13.7 The Promoter has specifically disclosed the Allottee that the Promoter is also carrying out or planning to undertake development of some other project/s near or around the said project at village Bhugaon and Bhukum in its own name or through their sister concerns and that all the Promoters of all such projects have made common and permanent arrangements for sourcing the water from Mula river, by making required contributions for the same. The Promoter has thus made clear to the Allottee that such water supply scheme / arrangement will be a common facility for all such projects and in future all such projects shall proportionately contribute for the maintenance, management and protection of the same, with reference to consumption of water . The Promoter shall convey all the properties of the said water supply arrangements, jointly to all the Federal Societies of such projects, after completion thereof. In the eventuality of shortage at source or any other type of failure, supply of adequate water to the said project may not be possible. In such case until the final conveyance in favour of the federal society is executed and registered, the Promoter shall help the Allottee/ said society/ federal society for providing required quantity of water by purchasing the same from the various sources which may be available at the relevant time, but totally at the costs of the Allottee or member societies. The Allottee or the said society shall not be entitled to raise any obstruction or objection for

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the utilization, maintenance and protection of such water supply scheme by all such projects or the residents/ occupants thereof. The Promoter has also disclosed the Allottee that each project will be entitled to consume the water from the said water supply scheme, in proportion to the population of the respective project.

13.8 The Promoter has specifically disclosed the Allottee that the Promoter is also planning to undertake development of some other project/s near or around the said project in its own name or through their sister concerns and hence, right from the inception of the said project, the Promoter has decided to share certain common amenities and facilities of the said project, i.e. water treatment plant, sewage treatment plant, solid waste management and internal roads of the said project with the other projects to be carried out by the Promoter and/ or its sister concerns or share certain common amenities and facilities of such other project with the said Project (hereinafter referred to as 'the shared amenities and facilities'), for the sake of convenience and reducing the cost of establishment and maintenance of the shared amenities and facilities. Accordingly, the Promoter has planned and designed the shared amenities and facilities. The Promoter, therefore, shall be entitled to share the shared amenities and facilities with the other projects of the Promoter or its sister concerns. All the cost of establishment and maintenance of the shared amenities and facilities shall be shared by the said project and the other projects in proportion to their respective total carpet areas of the projects. In such case the Allottee or the said society shall not be entitled to raise any obstruction or objection for the utilisation and maintenance of such shared amenities / facilities by all such projects or the residents/ occupants thereof.

13.9 The Promoter herein will be constructing buildings, structures on the project land in various phases as stated above and the Allottee herein undertakes not to raise any objection on any ground whatsoever or shall not obstruct the development and construction activities of the said project in any manner. The Allottee hereby gives his irrevocable consent for revisions/ amendments

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of the said building and / or the layout in terms of this Agreement, as and when required by the Promoter.

13.10 The Allottee is well aware of all the facts and the rights and entitlements of the Promoter and also about the litigation and claims, if any, pertaining to the project land and part thereof and with due awareness of the same the Allottee has entered into this Agreement. The Allottee hereinafter shall not be entitled to challenge or question the title and the right/ authority of the Promoter in respect of the project land or part thereof or regarding the authority / entitlement of the Promoter to enter into this agreement.

14. COVENANTS AND UNDERTAKINGS BY THE ALLOTTEE:

The Allottee doth hereby covenant with the Promoter for the said unit , said building ,said phase and also the said project in which the said unit is situated, as follows :

14.1 To maintain the said unit at Allottee's own cost in good tenantable repair and condition from the date of possession or part completion/completion certificate whichever is earlier and shall not do or cause to be done anything in or to the said unit or the said building or the common areas and facilities of the said building which may be against the rules, regulations or bye, laws of the concerned local or any other authority or change/ alter or make addition in or to the said unit and/ or the said building or to the common areas and facilities of the said building. The Allottee has agreed to observe all the instructions, precautions, do's and dont's stated in the project manual, which will be handed over to the Allottee at the time of handing over the possession of the said unit and the same is available on website of promoter as stated above.

14.2 Not to store in/ outside the said unit / said building/ surrounding area any goods which are of hazardous, combustible or dangerous nature or are too heavy as to cause damage to the construction or structure or the said building or storing of which goods is objected to by the concerned local or other

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authority and shall not carry or caused to be carried heavy packages to upper floors, which may damage or likely to damage the staircases, common passages or any other structure of the said building including entrances of the said building and in case any damage is caused to the building in which the said unit is situated or to the said unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

14.3 To carry out at his own cost all internal repairs to the said unit and maintain the said unit in the same condition, state and order in which it was delivered by the Promoter, provided if such repairs are not carried out by the Allottee strictly as per the provisions of Product Manual and/or with out the written consent and the supervision of the Promoter the defect liability shall stands void . Allottee shall not do or cause to be done anything contrary to the rules and regulations and bye, laws of the concerned local authority or other public authority and in the event of the Allottee committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequence thereof to the concerned authority and/ or other public authority.

14.4 Not to demolish or cause to be demolished and not to make any time or cause to be made any addition or alteration of whatsoever nature in or to the said unit or any part thereof, or in or to the said building in which said unit is situated and not make any alteration in the elevation and outside colour scheme of the building and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the said building and shall not chisel or in any other manner cause damage to the columns, beams, walls, siabs, or R.C.C. or other structural members in the said unit without the prior written permission of the Promoter and/ or the said Society as the case may be.

14.5 Not to do or to be done any act or thing which may render void or voidable any insurance of the said project land and the said building or any part

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thereof or whereby any increase in premium shall become in respect of the insurance.

- 14.6 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said unit in the compound or any portion of the said building or the said project.
- 14.7 Pay to the Promoter within seven days on demand from the Promoter, share of security deposit / payment against the services provided by the concerned local authority or the Government for giving water, electricity or any other service connection to the said building in which the said unit is situated.
- 14.8 To bear and pay the local taxes, N.A. taxes, water charges, insurance and such other levies, if any, from the date of Completion Certificate in respect of the said unit and also any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/ or the Government and/ or other public authority on the said unit by the Allottee viz. user for any purposes other than as sanctioned by the local authorities.
- 14.9 The Allottee shall not let, sublet, transfer and assign or part with Allottee interest or benefit factor of this agreement or part with the possession of the said unit until entire amounts payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non, observance of any of the terms and conditions and until the Allottee intimated in writing to the Promoter and obtained written consent thereof.
- 14.10 The Allottee shall not make any change whatsoever which would cause any change to the external façade of the said building including but not limited to making any change or to alter the windows and/or grills provided by the Promoter. The Allottee shall not close their balconies with Aluminium sliding windows and/ or mild steel grills at any point of time. In case the Allottee carries out any work of enclosing the balconies in any manner whatsoever including putting an awning, then the Promoter and/or the

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for any reasons and in any way until final conveyance in favour of federal society is executed by the Promoter.

- 14.15 The Allottee shall use the said unit or any part thereof or permit the same to be used only for residential purpose for residential tenements and for the purpose of commercial Purpose for commercial tenements, in both cases tenements shall not be used for Massage Centre, Gambling House, Classes, Hostel, rentals on cot basis in any manner, Lodging Boarding or any illegal or immoral purpose.
- 14.16 The Allottee shall use the parking lot/s only for the purpose for keeping or parking the Allottee's own two or four wheeler light motor vehicle. The Allottee shall not be entitled to park heavy vehicles such as trucks, bull dozers, buses, tractors, etc. inside the said project or on the parking lot/s and further that the Allottee shall not be entitled to park any two or four wheeler vehicles in the common marginal spaces, which is/are not allotted for exclusive right to use for parking two/four wheeler vehicle and further none of the occupants / residents will be entitled to have entry of any public vehicles without prior written consent from the Promoter till handing over the administration to the ultimate organization and thereafter from the managing committee of such ultimate organization.
- 14.17 The Allottee shall not be entitled to assign, transfer, sell or in any other manner create any third party right or interest in and upon the said unit or under this agreement until and unless the Allottee has paid to the Promoter the entire consideration payable hereunder and also all other monetary dues payable hereunder.
- 14.18 The Allottee shall strictly observe all the rules, regulations, bye-laws, resolutions and any amendments thereto of the said Society as well as the said federal society and shall pay to the said Society regularly and punctually, the maintenance charges and also any other charges / contributions et cetera as stated and provided herein relating to the covenants of the Allottee about the maintenance charges or determined by the said Society from time to time. In case of default in such payment on part of the

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- 14.23 The Allottee shall become a member of a Member Society as per terms of this agreement , and execute any necessary documents and papers in relation to the same;
- 14.24 The structure of the building and the Unit within the building will not be altered by the Allottee without the prior written consent of the Promoter;
- 14.25 The Allottee will be bound by the common layout sanctioned by the Pune Metropolitan Regional Development Authority and will not make any changes thereto;
- 14.26 The Allottee will be entitled to only the said Unit and will have no right, title or interest to the Common amenities and facilities of the Said Project or any proportionate interest in any development potential;
- 14.27 The development of the said Project is subject to the Intimation of Approval/Intimation of Disapproval, Commencement Certificate and other approvals required to be obtained from regulatory authorities;
- 14.28 With a view to support and contribute towards promoting a "Eco-Friendly" "Green Environment", the Promoter proposes to implement recommendations of the Indian Green Building Council, the Promoter recommends to the Allottee and Allottee agrees to follow herein that:
- The Allottee should install an energy efficient lighting so as to minimize the lighting power density in the said Unit – for this purpose the Allottee may refer to the "Green Building Manual" of the Indian Green Building Council for their lighting layout and list of efficient fittings.
 - The Allottee shall use energy efficient electrical equipment such as five star rated Air conditioner, refrigerators in the said unit – it is recommended that the Allottee shall refer to the Green Building Manual for a recommended list of such equipment.
 - Not to change the plumbing, fittings and fixtures provided by the Promoters in the said unit and, in case they are changed, the Allottee

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shall ensure that new fittings and fixtures do not exceed the existing flush and flow rates.

- (d) The Allottee shall make arrangement for collection of Organic, inorganic and E-Waste and to hand over the same separately to the Maintenance Agency appointed by the Promoter. It is suggested that the Allottee should refer to the said Green Building Manual for the E-Waste Disposal Plan.
- (e) That the Allottee shall ensure that while carrying out the work of interior decoration in the said unit, as far as possible, local material should be utilized as well as rapidly renewable material and material which is salvaged and with a high recycled content. The Allottee may refer to the said Green Building Manual for a list of such material.
- (f) That the Allottee shall ensure that Low VOC Paints, Adhesives and Sealants should be utilized in the interior / exterior / additions / modifications work – here again, the Allottee may refer to the Green Building Manual for a list of such material.
- (g) That Bio-degradable materials should be used in carrying out such interior work / finishing.
- (h) It is clearly agreed that the said project is no honking zone and the Allottee shall not use fire crackers and shall not smoke in the public areas, common areas, amenities and facilities of said Project and the Common areas, amenities and facilities of the said building.
- (i) To maintain a healthy micro climate for all natural species, local species of trees/herbs /plants shall be planted and use of foreign species shall not be allowed.

14.29 The Allottee hereby undertakes, that upon obtaining occupation/completion certificate in respect of the said unit, the Allottee in his individual capacity and as the member of the proposed society shall ensure “maintenance of all Pollution Control Equipments” and functioning of Environment Monitoring Cell as per the prescribed guidelines of Environment Department, Government of Maharashtra.

14.30 The Allottee hereby confirms that he shall be solely responsible for compliance with the provisions of Foreign Exchange Management Act,

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1999 and such laws, as may be applicable and the rules made thereunder and shall keep the Promoter indemnified.

14.31 After delivery of possession of the said unit by the Promoter to the Allottee in terms of this present, the Allottee for whatsoever reason desire to grant the use of the said unit to any third party on leave and license basis or otherwise, prior written consent of the Promoter till the formation of Society and thereafter consent of the Society in writing shall be required to be obtained by the Allottee as the case may be and further copy of such instrument shall be handed over to the Promoter or Society as the case may be and further the Allottee herein shall inform to the concerned police station in writing as to the grant of use alongwith the details of the persons who intend to reside / use the said unit.

15. SPECIFIC CONSENT BY THE ALLOTTEE:

15.1 The Promoter has explained to the Allottee and the Allottee has well understood the vision and planning of the Promoter regarding the said project. The Promoter has also disclosed the Allottee the schematic planning /phase wise development and acquisition of additional lands for amalgamating the same with the layout land to increase the area of project land. The Allottee is also aware that the common amenities, facilities of the Said Project agreed to be provided are common for the said project "SKYI SONGBIRDS". The Promoter shall be entitled to amalgamate the additional lands which may be acquired by the Promoter hereafter with the layout land by revising the layout in any manner as per the sole discretion of the Promoter. The Promoter shall also be entitled to sell and/or otherwise dispose of the units in buildings to be constructed on project land. The Allottee has well understood the vision and planning of the Promoter for the said project and the Allottee does hereby gives his irrevocable consent for carrying out such alteration, modifications, in the layout as the Promoter in its sole discretion thinks fit and proper and/or such modifications and alterations 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.

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- 15.2 The Promoter shall be entitled to and authorized to utilize the entire permissible FSI/FAR in respect of the project land for the construction of any building or phase or part thereof in the said project. The Allottee hereby gives his specific irrevocable consent for the same. In this agreement, the word F.S.I. or Floor area Ratio shall have the same meaning as understood by the Planning Authority under its relevant building regulations or byelaws. The Promoter shall be entitled to float the F.S.I. of the project land for carrying out any permissible construction in the said project.
- 15.3 The Promoter has specifically disclosed the Allottee that the said building in which the said unit is situated, has been sanctioned by the local authorities and for such sanction, the Promoter has utilised the FSI in respect of the project land, which was immediately available and permissible. However, in the process of the construction of the said building, said phase or the said project, the Promoter, in order to get maximum benefits of the various types of permissible FSI and / or various types of permissible spaces being part of the unit, which can be constructed by paying premium (for example enclosed balconies) to the local authority, the Promoter may be required to revise, alter the FSI utilised for the said unit without affecting adversely, the plan, design, location, of the said unit hereby agreed to be sold. The Allottee has understood the said requirement of the Promoter and has given his irrevocable and unconditional consent for the same, subject to condition that the plan, design, location, or carpet area of the said unit should not be adversely affected, in any manner, whatsoever.
- 15.4 It is specifically agreed by the Allottee that if such consent is formally and in writing required by the Promoter for maximum exploitation of the project land and for utilizing entire development potentiality of the project land, as well as for getting maximum benefits out of the same then in that event the Allottee shall not withhold or refuse such consent/permission without any reasonable cause and shall give such permission as and when required by the Promoter herein.

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15.5 If any portion of the project land adjoining the existing road is required for the purpose of road widening or D.P. Road then the concerned authorities may pay the compensation in the form of additional FSI for the same. In such event the Promoter shall be absolutely entitled to utilize such additional FSI on the project land or part thereof. The Promoter shall be entitled to use the same either by way of construction of new building or extension of any of the building/sin the said project. The Allottee has hereby given his irrevocable consent for the same and for the revision of the layout and the building plans of the said project. The Promoter shall be absolutely entitled to sell/convey/transfer the units constructed out of such compensatory FSI to any intending Allottee of its choice for consideration, who will be admitted as the member of the concern society out of the member societies without payment of any premium or transfer fees to the concerned Society. If the concerned authorities or the local authority refuses to grant such compensatory FSI, then the Promoter shall be absolutely entitled to receive the monetary compensation for the same prior to the execution and registration of the final conveyance in favour of the federal society.

15.6 The Allottee is well aware that the location, shape and size in respect of building named as FD* (as shown in proposed layout i.e. Annexure A2) are likely to be changed. The Allottee hereby gives his specific irrevocable consent for the sanction, revise sanction, change in the location , shape , size of the said buildings. FD* are buildings planned by the Promoter but yet to be sanctioned by the competent authority on the Project Land.

15.7 The Allottee is well aware that that the certain areas of the proposed layout marked as FD in the Annexure A2 are under planning for future development consisting of various units. The areas marked as FD in Annexure A2 may be totally/partially part of current sanctioned layout and partially part of Additional Lands which will be part of project land and Allottee hereby gives his specific irrevocable consent for the sanction, revised sanction change in the location, shape, size, height of the above referred future development .

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15.8 Since the locations, areas and shapes in respect of blocks / phases or the buildings thereof are likely to be changed by the Promoter, the locations, areas and shapes of the open space no A and C thereof (as shown in current sanctioned layout i.e. Annexure A1) may be required to be changed or revised by the Promoter. The Allottee has therefore, given his specific irrevocable consent for the same. The Promoter has assured the Allottee that in any case, the required open spaces of required areas shall be provided by the Promoter for the said Project as per the sanctioned / revised layout of the Project Land.

15.9 In this agreement, the word F.S.I. or Floor area Ratio shall have the same meaning as understood by the Planning Authority under its relevant building regulations or byelaws. The Promoter shall be entitled to float the F.S.I. of the project land for carrying out any permissible construction in the said project.

15.10 In the event of grant of additional FSI/FAR by the competent authority as a result of including but not limited to addition of extra land to layout land, increase in FSI /FAR, paid FSI/FAR, purchase of TDR, additional FSI as compensation, in such event the Promoter shall be absolutely entitled to utilize such additional FSI/FAR on the project land or part thereof either by way of construction of new building or extension of any of the building/s/phase/s in the said project. The Allottee has hereby given his irrevocable consent for the same and shall not object to the utilization of the additional FSI/FAR by way of construction of new building or extension of any of the existing buildings.

15.11 Though, the building plans for the said building are sanctioned by local authority upto 12 floors, the Promoter has proposed to construct the additional 2 floors for the said building, by obtaining the permission and sanction of the local authority. However, if the Promoter could not obtain such permission and sanction to construct additional floors or any such additional floor/s of the said building then the Promoter shall restrict the construction of the said building upto the last sanctioned floor.

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16. AUTHORIZATION BY THE ALLOTTEE:

16.1 The Allottee hereby irrevocably empower the Promoter and anyone of its partner as the power of attorney holder of the Allottee to execute any document, letter etc. thereby permitting the Promoter to add /amalgamate the additional lands in the layout land, to utilize balance or additional FSI in respect of the project land and for the said purpose to revise the layout and building plans of the said project or any building or phase thereof from time to time, to avail of any benefits, to obtain FSI for open/amenity space and get the building plan for open/amenity space sanctioned, to give consent for mortgage of the project land or part/s thereof by the Promoter, to give consent to the draft of bye laws of the said society and federal society, to register the required documents for the said purpose, and generally to do all acts, deeds and things by signature or otherwise for carrying out the said project to the best possible and profitable manner at the discretion of the Promoter, in accordance with the vision of the Promoter regarding the said project.

16.2 The Allottee has hereby irrevocably authorized and empowered the Promoter to prepare the revised layout and building plans of the project land and to submit the same to the requisite authorities and obtain their sanction, to revise the plans time to time as required and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Allottee liable for any costs and affecting their interest. It is made clear that no other specific permission/authority is required from the said Allottee/member societies/federal society for this purpose. In the event of Promoter revising the layout with or without addition of land to overall Layout land Allottee gives his irrevocable consent for such revision and overall addition or reduction to Project Land , amenity space , Open space areas and change of location for Project Land , amenity space , Open space.

16.3 The Allottee also hereby authorizes the Promoter to utilize and take access from the marginal open spaces of the said building, to take connections,

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extensions of water, electricity, sewage or drainage lines and other facilities for the other buildings, phases out of the said project as and when the Promoter requires to do so for carrying out further development and construction of the project land.

16.4 The Allottee hereby irrevocably authorizes the Promoter to represent him, by signature or otherwise before the concerned authorities in all matters regarding the property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Allottee. The Promoter may till the execution of the final conveyance represent the Allottee by signature or otherwise, to do all the necessary things/acts in all the departments of the local/competent authority, PMRDA, Collectorate, Road, Water, Building Tax assessment, Government and Semi-Government departments, MSED Co. Ltd., etc. and the same shall stand ratified and confirmed by the Allottee herein.

16.5 The Promoter shall be entitled to put up telecommunication antennas, dish antennas, hoarding on the top terrace of the said building or in the Common areas, amenities and facilities at their discretion and commercially exploit the same to their sole benefit. The Allottee covenant that he shall confirm the same and declare that he shall not raise any dispute regarding the same. The Allottee consent that the Promoter shall retain with itself all the hoarding rights to display hoarding on the top terrace of the said building and in the Common areas, amenities and facilities and in the compound and on the said building either by themselves or through their nominee or nominees as the case may be. Unless specifically provided herein or by a separate agreement, deed and/or writing in favour of the Allottee, the Allottee shall not be entitled to the benefit of such rights.

17. MAINTENANCE CHARGES :

17.1 The Promoter shall appoint "Project Maintenance Agency" ('PMA') for the maintenance work of common areas, amenities and facilities of the said project and the Common areas, amenities and facilities of the said building to



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be provided by the Promoter for the said project or parts thereof for a period of five years starting from possession of first unit out of the said project on such terms and for such consideration as the Promoter at its discretion may think proper where as promoter shall ensure in its agreement with PMA that PMA shall not charge more than all cost/s plus fifteen percent towards all such services.

17.2 The Promoter at its discretion and option shall be entitled to enter into agreement with any PMA even after the execution of the conveyance in favour of the said society. The Allottee and the said society shall be bound by the said contract executed by the Promoter with the PMA for such period. The Promoter shall have the sole right to discontinue or terminate the services of the PMA and to appoint new agency as PMA in such specific period. The Promoter has specifically informed the Allottee that for the ideal and effective control, management and maintenance of the Common areas, amenities and facilities of the said project, it is necessary to appoint such PMA. The Allottee has no objection for such system for maintenance of the said project and to make payment for services of such PMA.

17.3 Within (15) fifteen days of the Promoter giving written notice to the Allottee intimating that the said unit is ready for possession, the Allottee shall make payment of Rs. 254600/- (Rupees Two Lakh Fifty Four Thousand Six Hundred only) towards non interest bearing maintenance deposit /corpus before taking possession of the said unit to the Promoter.

17.4 Within (15) fifteen days of the Promoter giving written notice to the Allottee intimating that the said unit is ready for possession or the Allottee receiving possession of the said unit from the Promoter whichever is earlier, the Allottee shall be liable to pay Rs 4/- per Sq. Ft. of the total area of the said unit per month being the maintenance charges to the Promoter or PMA or the said society, as may be directed by the Promoter.

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17.5 The Allottee shall pay his monthly maintenance contribution in advance on or before 05th day of each calendar month. It is clarified that the aforesaid maintenance charges are ad-hoc estimate of the likely expenditure for maintenance and in case the actual expenditure exceeds the estimate, the PMA / Promoter / the said Society shall be entitled to demand for additional amount towards the maintenance contribution from the Allottee In the event Allottee fails and/ or neglects to pay the maintenance charges the Allottee shall be liable to pay interest @24% on the unpaid amount and the promoter /PMA /said society shall be entitled to recover the said amount from the Allottee. It is specifically agreed by the Allottee that the promoter shall be entitled to use /withdraw the amount from the maintenance deposit /corpus in case there is shortfall in the monthly maintenance charges payable by the Allottee and / or towards society formation charges and share application fees towards such society formation. It is specifically agreed by Allottee that he in his individual capacity or as member of Member Society / Federal society agrees that such monthly maintenance contribution is payable by him and all other Allotees towards their respective units save and except by promoter for his unsold units .

17.6 that the aforesaid maintenance charges are towards the expenses of maintenance of (i) the common areas amenities and facilities of the said project; (ii) Common areas, amenities and facilities of the said building; (iii) salaries of human resource , where as other common expenses like land revenue, electricity bills, water charges and water taxes and all other outgoings and impositions which may from time to time be levied upon or be payable in respect of the Project Land and said Building to concerned Local Authority / government – semi government authorities and/or any other authority et cetera as the case may be and all other outgoings and expenses including insurance premium, provisions for depreciation and sinking fund and all outgoings et cetera will be paid separately by Allottee to Promoter or said society as the case may be .

17.7 The Allottee shall not withhold any payments of the amounts due and payable to the PMA or Promoter or the said Society as the case may be under

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this clause on any ground whatsoever. In case the Allottee commits any default in payment of the maintenance charges payable to the PMA or Promoter or to the said Society, the Promoter or the said Society as the case may be shall have first charge over the said unit, and such charge shall move with the said unit and shall be binding on all subsequent transferees of the Allottee. The Promoter or the said Society shall be entitled to recover the said arrears with interest thereon by due course of law. Further the said Society shall be entitled to get the said unit attached to recover the said arrears as per Sec. 101 of the Maharashtra Co-operative Societies Act, 1960. Moreover, in case of such default on part of the Allottee, the PMA and/or the Promoter and/or the said Society shall be entitled to withhold supply of any/all of the utilities such as internet connections, cable connections, cooking gas connections, uninterrupted water supply et cetera of the Allottee until entire amount due are duly paid by the him to the Promoter and/or the said Society as the case may be, with interest thereon. Where amounts are payable by the Allottee to the Promoter and the same are outstanding/ are remained to be paid then the developer may in its sole discretion adjust the amounts payable from and out of the corpus deposit as aforesaid and the Allottee agrees not to raise any objection thereto.

17.8 All the societies in the said project including the said Society shall pay their respective contribution out of the maintenance charges received from the unit Allottees, to the PMA, for maintenance of common areas, amenities and facilities. The said society shall not be entitled to withhold payment of its said contribution to the PMA on the ground of non-payment of maintenance charges on part of its members. In case of default on part of the said Society, the said PMA shall be entitled to take actions against the said Society as detailed under this Agreement.

17.9 As per the policy of Deed of Conveyances to be executed in favour of the Federal society and the said Society, all the common amenities and facilities of the said project and the parking lots in the said project, consisting of various amenities and facilities requiring major maintenance costs, are required to be conveyed to the Federal society. Hence, upon the execution

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and registration of the final conveyance in favour of the Federal society as provided herein, Promoter shall transfer the balance maintenance deposit /corpus collected from the Allottee to the Federal society, without any interest . The Federal society, having the member societies as its members, shall decide as to whether they should continue or discontinue the services of PMA after the expiry of the period of the last contract for maintenance between the Promoter and PMA the execution and registration of the final conveyance in favour of the Federal society as provided herein, the Federal society, having the member societies as its members, shall decide as to whether they should continue or discontinue the services of PMA after the expiry of the period of the last contract for maintenance between Promoter and PMA.

18. CONVENANTS FOR TRANSFER/SALE OF THE SAID UNIT BY THE ALLOTTEE :

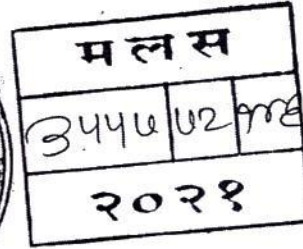
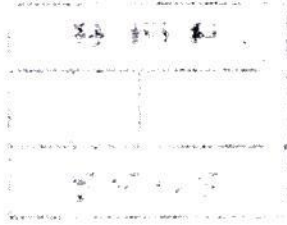
18.1 The Allottee shall be entitled to sell the said unit to any person of his choice, during construction stage of the said unit and the Promoter on prior written request in prescribed form, will issue in his favor necessary No Objection Certificate to that effect and shall also co-operate with the Allottee in that regard, provided, (i) the Allottee makes timely payment of the consideration amount and pays entire consideration amount to the Promoter before selling the said unit; (ii) the subsequent Allottee of the said unit absolutely consents to abide by all the terms and conditions of this Agreement.

18.2 If the Allottee after formation of the said Society but before execution and registration of the conveyance intends to assign his rights in respect of the said unit, he shall take No Objection from the said Society and the Promoter.

18.3 If the Allottee after the execution and registration of the conveyance in favour of the said Society intends to assign his rights in respect of the said unit, he shall take No Objection only of the said Society by complying with necessary legal formalities.

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18.4 If the Allottee assigns, transfers his rights in respect of the said unit to any transferee /assignee then, the terms, conditions, covenants, specific consents, authorizations of this Agreement shall be ipso facto binding on his transferee / assignee. The Allottee shall ensure a clause to this effect in the Agreements/ Deeds / Documents for transfer / assignment, which will be executed by him in favour of the Transferee / Assignee.

19. RIGHTS OF THE PROMOTER :

The Parties hereto agree that the Promoter, under this agreement shall be entitled to following rights:

- i) The Promoter shall be entitled to put hoarding/boards of their Brand Name, in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Land and/or the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
- ii) In the event of grant of additional FSI/FAR by the competent authority as a result of including but not limited to addition of extra land to layout land, increase in FSI /FAR , purchase of paid FSI/FAR by the Promoter, purchase of TDR, additional FSI as compensation, in such event the Promoter shall be absolutely entitled to utilize such additional FSI/FAR on the project land or part thereof either by way of construction of new building or extension of any of the building/s/ phase/s in the said project. The Allottee has hereby given his irrevocable consent for the same and shall not object to the utilization of the additional FSI/FAR by way of construction of new building or extension of any of the existing buildings and when such FSI is granted, the Promoter shall be entitled to use the same on the project land either by way of construction of new building or extension of the building or adding floor/s on the existing building, which are presently permitted or in any other part of layout land as per the discretion of the Promoter. The Allottee has hereby given his irrevocable consent therefor and the Promoter shall be entitled to revise the plans, get the same sanctioned from the local/Competent authority and construct the