

326/12514

Monday, September 28, 2020
10:45 AM

पावती

Original/Duplicate
नोंदणी क्र. 39A
Regn. 39M

पावती क्र.: 12839 दिनांक: 28/09/2020

याचाचे नाव: महंमदबाडी

दस्तऐवजाचा अनुक्रमांक: हवल 10-12514-2020

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: कलीम मोहम्मद खलील शेख - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 4000.00

पृष्ठांची संख्या: 200

रु. 34000.00

एकूण:

आपणाम मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
11:04 AM ह्या वेळेस मिळेल.

बाजार मूल्य: रु. 5004038.6/-

मोबदला रु. 6878500/-

भरलेले मुद्रांक शुल्क : रु. 206500/-

1) देयकाचा प्रकार: eChallan रकम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004096982202021M दिनांक: 28/09/2020

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: रु. 2000/-

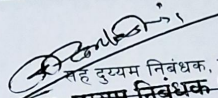
डीडी/धनादेश/पे ऑर्डर क्रमांक: 2509202011181 दिनांक: 28/09/2020

बँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: DHC रकम: रु. 2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2509202011231 दिनांक: 28/09/2020

बँकेचे नाव व पत्ता:


सह दुय्यम निबंधक, हवेली-10
सह. दुय्यम निबंधक (व्या-२)
हवेली क्र. १०



28/09/2020

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. हवेली 10

दस्त क्रमांक : 12514/2020

नोंदणी :

Regn.63m

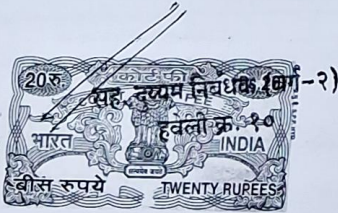
गावाचे नाव : महंमदवाडी

(1)विनेखाचा प्रकार	करारनामा
(2)मोबदला	6878500
(3) बाजारभावा/भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	5004038.6
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पातिकेचे नाव पुणे म.न.पा. इतर वर्णन :- इतर माहिती: मोजे महंमदवाडी,पुणे येथील मिळकत सर्व्हे नं. 27/1ब+2+3 प्लॉट ए + 27/4 + 27/5 + 37/3+4 प्लॉट बी + 26/1+9अ पार्ट + 26/2अ + 26/2बी पार्ट+ 25/4 यासी रेखाकीत जमिनीचे क्षेत्र 7754.48 चौ. मी. मिळकतीवरील रद्देजा विस्तार फेज 4 किंवा रद्देजा विस्तार प्रिमियर या नावाने ओळखला जाणारा प्रकल्प यामधील इमारत नं 7,8,9,10 मधिल बिल्डींग नं 8 लक्ष्मपुरियट फेज 2 रद्देजा रिजर्व्ह मधील पाचव्या मजल्यावरील अपार्टमेंट नं. 502 यासी क्षेत्र 779.31 चौ. फूट म्हणजेच 72.40 चौ. मि. कारपेट व लगतचे टेरेस क्षेत्र 44.67 चौ. फूट म्हणजेच 4.15 चौ. मि. रेटा कायद्या प्रमाणे(786.42 चौ. फूट म्हणजेच 73.06 चौ. मि. कारपेट टेरेस सह मोफा कायद्या प्रमाणे)व एक कळई कार पार्कींग सह ((Survey Number : 27 :))
(5) क्षेत्रफळ	1) 72.40 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पसकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-इनॉरबिट मॉल्स इंडिया प्रा. लि. (विकसनकर्ता) तर्फे अधिकृत सहीकर्ता अनुज चतुर्वेदी तर्फे कजचे कु मु म्हणून विशाल गोरे - वय:-22; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं: स.नं. 144 व 145 वेरवडा पुणे, महाराष्ट्र, पुणे. पिन कोड:-411006 पॅन नं:-AAACK9106G 2): नाव:-इनॉरबिट मॉल्स इंडिया प्रा. लि. (विकसनकर्ता) तर्फे अधिकृत सहीकर्ता परेश धामेचा तर्फे कजचे कु मु म्हणून विशाल गोरे - वय:-22; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं: स.नं. 144 व 145 वेरवडा पुणे, महाराष्ट्र, पुणे. पिन कोड:-411006 पॅन नं:-AAACK9106G
(8)दस्तऐवज करून घेणा-या पसकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-कलीम मोहम्मद खनील शेख -- वय:-50; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं: रेडी मनी बिल्डिंग मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400008 पॅन नं:-AITPS6854P
(9) दस्तऐवज करून दिल्याचा दिनांक	07/09/2020
(10)दस्त नोंदणी केल्याचा दिनांक	28/09/2020
(11)अतुक्रमांक,खंड व पृष्ठ	12514/2020
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	206500
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

सह-दुय्यम निबंधक (वर्ग-२)
हवेली क्र. १०

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

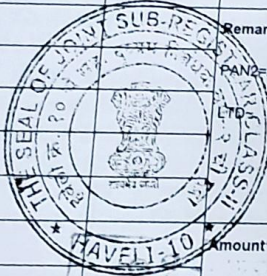




CHALLAN
MTR Form Number-6



GRN	MH004096982202021M	BARCODE			Date	07/09/2020-19:38:00	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	HVL1_HAVELI NO1 SUB REGISTRAR				PAN No.(If Applicable)	AITPS6854P				
Location	PUNE				Full Name	KALIM MOHAMED KHALIL SHAIKH				
Year	2020-2021 One Time				Flat/Block No.	T8-502 5TH FLOOR				
Account Head Details		Amount In Rs.		Premises/Building	RAHEJA VISTAS PREMIER PHASE IV					
0030046401 Stamp Duty		206500.00		Road/Street	MOHAMMADWADI PUNE					
0030063301 Registration Fee		30000.00		Area/Locality	MOHAMMADWADI PUNE					
				Town/City/District	PUNE					
				PIN	4	1	1	0	6	0
Remarks (If Any)										
PAN2=AAACK9106G Second Party Name=INORBIT MALLS INDIA PVT LTD										
2498 9 200										
2020										
Total		2,36,500.00		Amount In Words	Two Lakh Thirty Six Thousand Five Hundred Rupees O nly					
Payment Details				FOR USE IN RECEIVING BANK						
BANK OF MAHARASHTRA				Bank CIN	Ref. No.	02300042020091025533		202549523550		
Cheque-DD Details				Bank Date	RBI Date	10/09/2020-09:01:08		Not Verified with RBI		
Branch				Bank-Branch		BANK OF MAHARASHTRA				
Branch				Scroll No. , Date		911 , 11/09/2020				



Document ID : 9923750029
 - This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 फलन केवल दुय्यम निबधक कार्यालयात नोदणी करावयाच्या दस्तासाठी लागू आहे. नोदणी न करावयाच्या दस्तासाठी सदर चलन लागू

(Handwritten signature)

AGREEMENT

THIS AGREEMENT made at PUNE, this ^{7th} day of Sep-2020.

BETWEEN

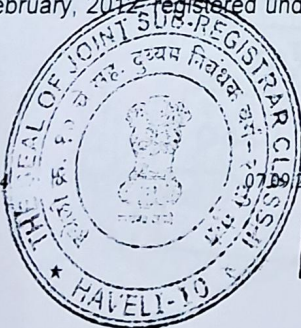
INORBIT MALLS (INDIA) PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at Plot No. C-30, Block 'G', Opp. SIDBI, Bandra Kurla Complex, Bandra (E), Mumbai-400051, hereinafter referred to as the "Owner/Developer" (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the One Part,

AND

KALIM MOHAMED KHALIL SHAIKH of Mumbai, Indian Inhabitants, having his address at Ready Money Building, 2/7 Clare Road, Byculla, Mumbai - 400008, Maharashtra, hereinafter collectively referred to as "the Apartment Holder" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/her/their heirs, executors and administrators and their permitted assigns and in the case of the Company its successors or successors and permitted assigns) of the Other Part.

WHEREAS:

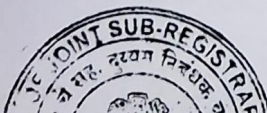
- A. One, Cavalcade Properties Private Limited {"Cavalcade"} had entered into several Development Agreements in respect of several lands totally admeasuring approximately 50.17 acres, inter alia, bearing Survey Nos. 25/1, 25/2, 25/3/1, 25/4, 26/1+9a (pt.), 26/2a, 26/2b, 27/1B+2+3, 27/4, 27/5, 28/4, 28/6, 36/17, 37/3, 37/4, 38/4A, 38/4C, 38/4D, 42/2a, 42/1b, 42/1c, 42/6a, 42/7, 42/8, 42/9, 42/10, 42/6b/8, 42/2b/15, 42/2b/16, situate at Village Mohammadwadi, Taluka Haveli, District Pune {"Larger Properties"};
- B. With effect from 29/11/2007 the State of Maharashtra adopted The Urban Land (Ceiling & Regulation) Repeal Act, 1999 {the "Repeal Act"}, thereby repealing The Urban Land (Ceiling & Regulation) Act, 1976 {"ULCRA"}. The possession of the Larger Properties (which includes the Larger Property/the Demarcated Building Sub-Plot described below) was not taken over by the State Government prior to the adoption of the Repeal Act. Hence, it is accepted by the Apartment Holder that the provisions of ULCRA are no longer applicable to the Larger Properties;
- C. The Owner/Developer has, by and under a Sale Deed dated 28th February, 2012 registered under No.1757 of 2012, acquired, at the



हवेल-१०		
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instance and with the consent of the said Cavalcade, absolute ownership rights of the respective owners of the portions of land bearing S. No. 27 H. No. 1B + 2+ 3 Plot A (Pt.) + S. No. 27 H. No. 4 + S. No. 27 H. No. 5 (Pt.) + S. No. 37 H. No. 3+4 Plot B admg. approx. 70,366.12 sq. mtrs. and the land bearing S. No. 37 H. No. 3+4 Plot C admg. approx. 2,514.17 sq. mtrs. situate at Village Mohammadwadi, Pune, totally aggregating to approx. 72,880.29 sq. mtrs. (from and out of the hereinabove recited Larger Properties), and the Owner/Developer is entitled to develop the same;

- D. The Owner/Developer has, by and under a Sale Deed dated 11th August, 2014, registered under No. 5784 of 2014, acquired ownership rights of the respective owners of the portions of lands bearing S. No. 25/4, 26/2a, 26/2b(Pt.), 26/1+9a (pt.), 27/1B+2+3 Plot A (pt.) and 27/5(Pt.), of Village Mohammadwadi, Pune, aggregating to approx. 30,737.91 sq. mtrs. (from and out of the hereinabove described Larger Properties), and the benefit of the F.S.I. which shall be made available in lieu of handing over of the Amenity Spaces (described in Recital H below). The aforesaid lands admg. approx. 30,737.91 sq. mtrs. are adjoining/ contiguous to the lands acquired by the Owner/Developer under the hereinabove recited Sale Deed dated 28.02.2012;
- E. The Owner/Developer proposes to acquire the rights of the respective owners in respect of certain lands or part/s thereof (from and out of the Larger Properties), as may be mutually agreed upon by the Owner/Developer and the said Cavalcade. The aforesaid lands in respect of which the said Cavalcade is entitled to the development rights, the lands acquired by the Owner/Developer under the above mentioned Sale Deeds and the lands which are in the process of being acquired by the Owner/Developer as hereinafter described, are collectively referred to as the "Larger Lands";
- F. The Owner/Developer and/or the said Cavalcade (to the extent of their respective rights) have amalgamated and sub-divided some portions of land comprised in the Larger Properties and the Owner/Developer and/or the said Cavalcade (to the extent of their respective rights) propose to further amalgamate, merge, sub-divide or demarcate various portions therein into various plots / portions / sub-plots / sectors, as the Owner/Developer and/or the said Cavalcade (to the extent of their respective rights) may decide, for the optimum phase wise development of the Larger Lands (which includes the Larger Property/ Demarcated Building Sub-Plot (described below)). The Owner/Developer and/or the said Cavalcade (to the extent of their respective rights) intend and are entitled to alter, amalgamate, change, modify, revise, restructure,



AGREEMENT

THIS AGREEMENT made at PUNE, this 7th day of Sep-2020, 

BETWEEN

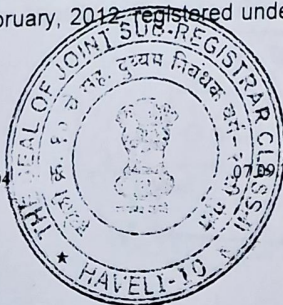
INORBIT MALLS (INDIA) PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at Plot No. C-30, Block 'G', Opp. SIDBI, Bandra Kurla Complex, Bandra (E), Mumbai-400051, hereinafter referred to as the "**Owner/Developer**" (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the **One Part**,

AND

KALIM MOHAMED KHALIL SHAIKH of Mumbai, Indian Inhabitants, having his address at **Ready Money Building, 2/7 Clare Road, Byculla, Mumbai - 400008, Maharashtra**, hereinafter collectively referred to as "**the Apartment Holder**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/her/their heirs, executors and administrators and their permitted assigns and in the case of the Company its successors or successors and permitted assigns) of the **Other Part**.

WHEREAS:

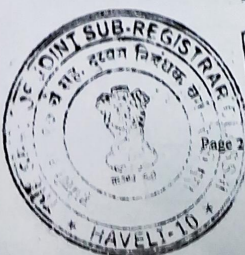
- A. One, Cavalcade Properties Private Limited {"**Cavalcade**"} had entered into several Development Agreements in respect of several lands totally admeasuring approximately 50.17 acres, inter alia, bearing Survey Nos. 25/1, 25/2, 25/3/1, 25/4, 26/1+9a (pt.), 26/2a, 26/2b, 27/1B+2+3, 27/4, 27/5, 28/4, 28/6, 36/17, 37/3, 37/4, 38/4A, 38/4C, 38/4D, 42/2a, 42/1b, 42/1c, 42/6a, 42/7, 42/8, 42/9, 42/10, 42/6b/8, 42/2b/15, 42/2b/16, situate at Village Mohammadwadi, Taluka Haveli, District Pune {"**Larger Properties**"};
- B. With effect from 29/11/2007 the State of Maharashtra adopted The Urban Land (Ceiling & Regulation) Repeal Act, 1999 {"the "**Repeal Act**"}, thereby repealing The Urban Land (Ceiling & Regulation) Act, 1976 {"**ULCRA**"}. The possession of the Larger Properties (which includes the Larger Property/the Demarcated Building Sub-Plot described below) was not taken over by the State Government prior to the adoption of the Repeal Act. Hence, it is accepted by the Apartment Holder that the provisions of ULCRA are no longer applicable to the Larger Properties;
- C. The Owner/Developer has, by and under a Sale Deed dated 28th February, 2012, registered under No.1757 of 2012, acquired, at the



हवल-१०		
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instance and with the consent of the said Cavalcade, absolute ownership rights of the respective owners of the portions of land bearing S. No. 27 H. No. 1B + 2+ 3 Plot A (Pt.) + S. No. 27 H. No. 4 + S. No. 27 H. No. 5 (Pt.) + S. No. 37 H. No. 3+4 Plot B admg. approx. 70,366.12 sq. mtrs. and the land bearing S. No. 37 H. No. 3+4 Plot C admg. approx. 2,514.17 sq. mtrs. situate at Village Mohammadwadi, Pune, totally aggregating to approx. 72,880.29 sq. mtrs. (from and out of the hereinabove recited Larger Properties), and the Owner/Developer is entitled to develop the same;

- D. The Owner/Developer has, by and under a Sale Deed dated 11th August, 2014, registered under No. 5784 of 2014, acquired, ownership rights of the respective owners of the portions of lands bearing S. No. 25/4, 26/2a, 26/2b(Pt.), 26/1+9a (pt.), 27/1B+2+3 Plot A (pt.) and 27/5(Pt.), of Village Mohammadwadi, Pune, aggregating to approx. 30,737.91 sq. mtrs. (from and out of the hereinabove described Larger Properties), and the benefit of the F.S.I. which shall be made available in lieu of handing over of the Amenity Spaces (described in Recital H below). The aforesaid lands admg. approx. 30,737.91 sq. mtrs. are adjoining/ contiguous to the lands acquired by the Owner/Developer under the hereinabove recited Sale Deed dated 28.02.2012;
- E. The Owner/Developer proposes to acquire the rights of the respective owners in respect of certain lands or part/s thereof (from and out of the Larger Properties), as may be mutually agreed upon by the Owner/Developer and the said Cavalcade. The aforesaid lands in respect of which the said Cavalcade is entitled to the development rights, the lands acquired by the Owner/Developer under the above mentioned Sale Deeds and the lands which are in the process of being acquired by the Owner/Developer as hereinafter described, are collectively referred to as the "Larger Lands";
- F. The Owner/Developer and/or the said Cavalcade (to the extent of their respective rights) have amalgamated and sub-divided some portions of land comprised in the Larger Properties and the Owner/Developer and/or the said Cavalcade (to the extent of their respective rights) propose to further amalgamate, merge, sub-divide or demarcate various portions therein into various plots / portions / sub-plots / sectors, as the Owner/Developer and/or the said Cavalcade (to the extent of their respective rights) may decide, for the optimum phase wise development of the Larger Lands (which includes the Larger Property/ Demarcated Building Sub-Plot (described below)). The Owner/Developer and/or the said Cavalcade (to the extent of their respective rights) intend and are entitled to alter, amalgamate, change, modify, revise, restructure,



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07.09.2020

TS-502

re-align, sub-divide (which acts are hereinafter collectively referred to as "amend") and carry out all acts relating to the Larger Lands and plans relating thereto, from time to time, and develop the same in a phase wise manner so as to avail of the entire present and future development potential and benefits relating thereto; including by construction of additional and further buildings, structures and apartments (for residential/ commercial/ non-residential user or for any other permissible user) under the development scheme or phase-wise development contemplated by the Owner/Developer and the said Cavalcade (to the extent of their respective rights) in the different layout/s in the Larger Lands (after obtaining the approval of the Pune Municipal Corporation {"P.M.C."}, from time to time) and including by handing over and/or surrender of any part or portions thereof in relation to obtaining further development benefits and rights under any schemes or provisions as may be available or are introduced hereafter, from time to time, till completion of development and sale of all apartment/s in the Larger Lands, in the manner provided herein;

G. Larger Property being the amalgamated land bearing S. No. 27 H. No. 1B + 2+ 3 Plot A + S. No. 27 H. No. 4 + S. No. 27 H. No. 5 + S. No. 37 H. No. 3+4 Plot B, S. No. 25 H. No. 4, S. No. 26 H. No. 2a, S. No. 26 H. No. 2b (pt.), S. No. 26 H. No. 1+9a (pt.), of Village Mohammadwadi

(1) As hereinbefore recited, the lands bearing S. No. 27 H. No. 1B + 2+ 3 Plot A (Pt.) + S. No. 27 H. No. 4 + S. No. 27 H. No. 5 (Pt.) + S. No. 37 H. No. 3+4 Plot B admg. approx. 70,366.12 sq. mtrs. and the land bearing S. No. 37 H. No. 3+4 Plot C admg. approx. 2,514.17 sq. mtrs. situate at Village Mohammadwadi, Pune, totally aggregating to approx. 72,880.29 sq. mtrs. have already been acquired by the Owner/Developer, under the Sale Deed dated 28th February, 2012, registered under No.1757 of 2012.

(2) As hereinbefore recited, the lands bearing S. No. 25/4, 26/2a, 26/2b (Pt.), 26/1+9a (pt.), 27/1B+2+3 Plot A (pt.) and 27/5(Pt.), of Village Mohammadwadi, Pune, aggregating to approx. 30,737.91 sq. mtrs. situate at Village Mohammadwadi, Pune, have already been acquired by the Owner/Developer, under the Sale Deed dated 11th August, 2014, registered under No. 5784 of 2014, It is informed by the Owner/Developer and the Apartment holder is aware that:

(a) with reference to land admeasuring 0 Hectare 19.5 Ares out of land bearing S. No. 26 Hissa No. 1 + 9 A of Village Mohammadwadi - District Pune (comprised in the aforesaid Sale Deed dated 11.08.2014)



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- (i) Shri Balasaheb Khandu Badade, (the erstwhile owner thereof), by and under the Development Agreement dated 9th May 2008 registered at Sr. No. 3563 of 2008 in Book No.1 at the office of Sub- Registrar Haveli No.7, granted development rights, in favour of the said Cavalcade.
- (ii) Shri Balasaheb Khandu Badade has consented to the transfer of the said land admeasuring 0 Hectare 19.5 Ares out of land bearing S. No. 26 Hissa No. 1 + 9 A of Village Mohammadwadi District Pune in favour of the Owner/ Developer.
- (b) with reference to land admeasuring 0 Hectare 20 Ares out of land bearing S. No. 26 Hissa No. 1+9 A (part) of Village Mohammadwadi District Pune (comprised in the aforesaid Sale Deed dated 11.08.2014),
- (i) Mr. Prakash Pandharinath Sathe (the erstwhile owner thereof), by and under the Development Agreement dated 1st August 2007 registered at Sr. No. 6483 of 2007 in Book No.1 at the office of Sub- Registrar Haveli No.11, granted development rights, in favour of M/s. D. S. Argade Promoters & Builders. Subsequently M/s. D. S. Argade Promoters & Builders, assigned the abovementioned development rights (granted in their favour by Mr. Prakash Pandharinath Sathe), to the said Cavalcade, by and under the Deed of Assignment of Development Rights dated 9th May 2008 registered under Sr. No. 4064/2008 in Book No.1 at the office of the Sub-Registrar Haveli – III.
- (ii) Mr. Prakash Pandharinath Sathe and M/s. D. S. Argade Promoters & Builders have consented to the transfer of the said land admeasuring 0 Hectare 20 Ares out of land bearing S. No. 26 Hissa No. 1+9 A (part) of Village Mohammadwadi District Pune in favour of the Owner/Developer;
- (c) It shall be the responsibility and liability of the Owner/Developer to make payment of any consideration monies that may be payable under the aforesaid (i) Development Agreement dated 9th May 2008 registered at Sr. No. 3563 of 2008 in Book No.1 at the office of Sub- Registrar Haveli No.7 and (ii) Deed of Assignment of Development Rights dated 9th May 2008 registered under Sr. No. 4064/2008 in Book No.1 at the office of the Sub-Registrar Haveli – III, and to keep the Apartment Holder fully and effectively indemnified against the same;



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H. (1) Non Agricultural permission has been obtained in respect of the lands admg approx. 70366.12 sq. mtrs acquired by the Owner/Developer under the hereinabove recited Sale Deed dated 28th February, 2012 (viz. the said land bearing S. No. 37 H. No. 3+4 Plot B admg approx. 20829.34 sq. mtrs., vide Order dated 11th February 2010 bearing Reference No. PMH/NH/SR/633/2009 and the land bearing Survey No. 27 H. No. 1B + 2+ 3 Plot A + S. No. 27 H. No. 4 + S. No. 27 H. No. 5 admg. approx. 49536.78 sq. mtrs., vide Order dtd 25th May 2011 bearing Reference No. PMB/NA/SR/216/2011).

(2) Vide Commencement Certificate dated 29.12.2012 bearing No. CC/2845/2012 and further revised vide Commencement Certificate dated 13.04.2016 bearing No. 0079/16 and further revised vide Commencement Certificate dated 21.02.2019 bearing No. CC/3665/18, the lands bearing S. No. 27 H. No. 1B + 2+ 3 Plot A + S. No. 27 H. No. 4 + S. No. 27 H. No. 5 + S. No. 37 H. No. 3+4 Plot B, S. No. 25/4, 26/2a, 26/2b (pt.), 26/1+9a (pt.), have been amalgamated.

(3) By and under an Order 16th October 2013 bearing Reference No. PMH/NA/SR/402/13, the Collector of Pune has granted permission for non-agricultural user in respect of the remaining land admeasuring 30737.91 sq. mtrs. (from and out of S. No. 27 H. No. 1B + 2+ 3 Plot A + S. No. 27 H. No. 4 + S. No. 27 H. No. 5 + S. No. 37 H. No. 3+4 Plot B, S. No. 25/4, 26/2a, 26/2b(pt.), 26/1+9a (pt.), after deducting the land for the road, the land under reservation and the hereinabove mentioned land admg. approx. 70366.12 sq. mtrs. for which NA permission has already been granted) acquired by the Owner/Developer under the hereinabove recited Sale Deed dated 28th Feb, 2012.

(4) The said amalgamated land bearing Survey No. 27 Hissa No.1B+2+3 Plot A, Survey No. 27 Hissa No. 4, Survey No. 27 Hissa No. 5, Survey No. 37 Hissa No. 3+4 Plot B, Survey No. 26/1+9a (pt.), Survey No. 26/2a, Survey No. 26/2b (Pt.) and Survey No. 25/4 is ascertained to admeasure approx. 112202.01 sq. mtrs. {"Larger Property"} and is demarcated into three parts, viz.

a. Residential Plot admg. approx. 94010.39 sq. mtrs.

b. Amenity Space/s admg. approx. 18140.22 sq. mtrs. in the aggregate {"Amenity Space/s"}, (which includes area admg. 11,046.58 sq.mtrs. reserved for school) and

c. area admg. 51.4 sq. mtrs. reserved for green belt).

(5) It is clarified that the total Amenity Space/s admg. approx. 18140.22 sq. mtrs. in the aggregate, has been presently



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collectively earmarked, in common, for the development done/ being done/ proposed to be done:

- a. on the adjoining lands bearing Survey No. 27 Hissa No. 1/B+2+3 Plot B (pt.) admg. approx. 5025.37 sq. mtrs. on which Building Nos. A and B have been constructed (forming part of Raheja Vistas Phase 1 development) and
 - b. on the adjoining lands bearing Survey No. 27 Hissa No. 1/B+2+3 Plot B (pt.) admg. approx. 3669 sq. mtrs. on which the Building No. B2 has been constructed (forming part of Raheja Vistas Phase 1 development)
 - c. on the adjoining lands bearing Survey No.37 Hissa No. 3+4 Plot A (8622.19 sq. mtrs.) on which Building Nos. C, D and E have been constructed (forming the Raheja Vistas Phase 2 development) and
 - d. on the lands bearing S. No 37 Hissa No. 3+4 Plot C (2514.17 sq. mtrs) and
 - e. the development proposed to be carried out on the aforesaid Larger Property or the Layout described in Recital I below (which includes the Demarcated Building Sub-Plot described in the First Schedule hereunder written on which the Building Nos. T7, T8, T9 and T10 are proposed to be constructed).
- (6) The Owner/ Developer and the said Cavalcade (to the extent of their respective rights) is/are entitled:
- a. to relocate the said Amenity Space/s (or such areas that may be shown as Amenity Space/s) to any part of the said Larger Property and/or other adjoining/contiguous lands that the Owner/Developer may acquire, from time to time, for purpose of development and
 - b. to handover the said Amenity Space/s (or such areas that may be shown as Amenity Space/s) in favour of the Pune Municipal Corporation {"P.M.C."} in compliance with its requirements and
 - c. to utilise the benefit of the F.S.I. / compensatory FSI/TDR that will be granted in lieu of handing over of the said Amenity Space/s, partly/ wholly in the construction of the buildings and/or structures proposed to be constructed on demarcated portions of the said Larger Lands/Larger Property and/or in such building/s as the Owner/Developer may decide, at its discretion, in accordance with the applicable rules and regulations.

(7) Amenity Space 2 admg. approx. 2039.16 sq. mtrs., (from and out of the aforesaid Amenity Space/s) has been handed over in favour of the P.M.C.



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I. LAYOUT:

THE Owner/Developer planned to develop, in phases, over a period of time, the Larger Property as one single layout and has prepared and got sanctioned the revised layout of the Larger Property {hereinafter referred to as the "Layout" and shown bounded in black colour lines on the Plan hereto annexed and marked as "Plan A" or "Annexure A"}. The Owner/ Developer has, for the present, internally demarcated the said Layout into various sectors/segments and demarcated building sub-plots with internal feeder roads giving access to the different demarcated building sub-plots in the said Layout.

Authenticated copy of the said Layout as presently approved by the concerned authorities is annexed hereto and marked as **Plan 'B'** or **Annexure 'B'**;

J. The Owner/Developer has informed the Apartment Holder and the Apartment Holder is aware that the aforesaid sanctioned Layout is a tentative layout and the Owner/ Developer intends to and is and shall always be entitled to amend/revise the said Layout, from time to time, and carry out acts relating to the said Layout as per the requirements of the Owner/Developer, including by way of shifting the access road/s, R.G., building/s, etc. in the said Layout and modifying/amending the sanctioned approvals and obtaining further sanction/s for the same), so as to utilise/ consume the optimum and maximum development potential (present and future) of the Larger Property, in phases, till the completion of the entire development of the Larger Property (and may also include other contiguous land/s which the Owner/Developer may decide to acquire and amalgamate with the Larger Property) and in accordance with the plans as may ultimately be approved and/or amended and sanctioned by the P.M.C. and/or other bodies and/or authorities concerned; but without altering the location, area and amenities of the premises agreed to be acquired by the Apartment Holder in terms of this Agreement;

K. The development of the Larger Property is proposed to be/being carried out by the Owner/Developer, in phases, by constructing on different demarcated portion/s of the Larger Property, thirteen or more multi-storied building/s and/or structures, for residential and/or commercial and/or non-residential user/s and/or other permissible/mixed user/s in accordance with the amended plans as may be approved and sanctioned by the P.M.C. and/or the concerned authorities, from time to time, by utilising/consuming the optimum/maximum development potential (present & future)



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(presently estimated at approx. 2,70,410.46 sq mtrs) in the proposed phase-wise development of the Larger Property/ Layout Land (subject to the Owner/Developer's right to utilize/consume further additional FSI of/upto 1,00,000 sq mtrs in the event of such further additional FSI being available, from time to time) till the completion of the entire development thereof, and in accordance with the plans as may ultimately be approved and/or amended and sanctioned by the PMC and/or authorities concerned. It is clarified that in such phase-wise development, the Owner/Developer proposes to utilise/consume, inter alia, the F.S.I. of the Larger Property and/or compensatory and/or Additional F.S.I., if permissible, in the form of Transferable Development Rights (TDR) or otherwise, to be procured by the Owner/Developer under the laws and regulations applicable to the Larger Property, but subject to the rights of the Owner/Developer to further revise/amend the said amended plans, from time to time, as the Owner/Developer may consider necessary and as may be further sanctioned by the P.M.C., from time to time), and subject to the rights retained/reserved by the Owner/Developer under this Agreement (including in respect of the Retained Demarcated Sub-Plot/Rights described in Recital N below), but without altering the location, area and amenities of the premises agreed to be acquired by the Apartment Holder;

- L. Since the development of the said Larger Property/ Layout is being/proposed to be carried out in phases, it is essential to give due consideration to the following unforeseeable factors:
- i. Topographical conditions of different part/s of the said Larger Property/ Layout.
 - ii. Change in the layout/s planning due to utilisation of TDR/FSI, change in the development rules and regulations, new policies of the government/local authorities which impact the proposed phase-wise development.
 - iii. Modification to the present sanctioned Layout based on the different portion/s of the Larger Property/ parts thereof being amalgamated with adjoining/ contiguous lands in the manner provided for in this Agreement.
 - iv. Change/s in the Government/ planning authority/ local authority's policies and/or decisions, from time to time, which have a direct/indirect impact on the present sanctioned Layout (including the planning and implementation of the proposed development of the said Larger Property/ Layout).
 - v. Final outcome of the Writ Petition No.5647/2016 (referred to in Recital FF) filed by the Owner/Developer against the Municipal



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Corporation of the City of Pune and others, in the High Court of Judicature at Mumbai, which could result in modification of the sanctioned layout.

Accordingly, it is expressly in the contemplation of the parties hereto as an essential and integral term and condition of this Agreement, and of the title to be created in favour of the Apartment Holder, that,

(a) so long as the premises agreed to be acquired by the Apartment Holder is in accordance with the provisions of Clause 44 of this Agreement and

(b) Subject to required approvals and permission being obtained from the P.M.C.,

the Owner/Developer is and will always be entitled and shall, from time to time, carry out all acts and amendments (which shall mean and include alteration/s, amalgamation/s, change/s, modification/s, revision/s, restructurings, re-alignment/s, sub-division/s or the like) at the sole discretion of the Owner/Developer, so as to avail of the maximum development and commercial benefits and potential, without any objection or obstruction by the Apartment Holder in relation to and/or in respect of the Larger Property (which includes the Demarcated Building Sub-Plot (described below)) or the development thereof, including the following: -

i. earmarking /designating common areas /recreational facilities / amenities restricted to each building or to a group of buildings in the different phases, to optimise the benefit, use and enjoyment of the common areas/facilities/amenities to the respective building/s in the Larger Property and/or the demarcated sub-plot/s thereof, on the conditions including payment of deposit, fees, charges, etc. as may be specified by the Owner/Developer, in accordance with the plans as may be approved, from time to time, by the concerned authorities. Accordingly, the Owner/Developer, have, as per the present planning, earmarked

(a) certain areas of the Layout as common areas for the common use and benefit of all the demarcated building sub-plots/ sub-plots in the Layout (including structures as may be constructed thereon) ("**Designated Common Areas of the Layout**") and

(b) the proposed Internal Feeder Roads (shown shaded in Brown/burnt sienna on the Plan hereto annexed and marked **Annexure 'A'**) ("**Internal Feeder Roads**") giving access to the different demarcated building plots/sub-plots in the said Development Complex.

The Designated Common Areas of the Layout includes the Clubhouse and Swimming Pool shown shaded blue and the Open Spaces/Garden shown in hatched green lines on the



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the "Retained Demarcated Sub-Plot" and shown hatched in orange colour lines on the Plan hereto annexed and marked Annexure 'A') and

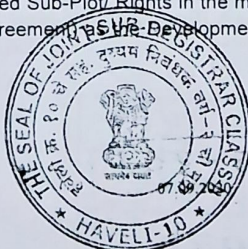
- ii. with the right to utilise total F.S.I. admg. approx. 15,500 sq. mtrs. (from the said Larger Property) on the Retained Demarcated Sub- Plot and/or on any of the demarcated building sub-plot/s of the said Development Complex (described in Recital O below) as it may decide, at its sole discretion
- iii. with the proportionate undivided interest/right
 - a. in the Designated Common Areas of the Layout (described in Recital L above) and
 - b. in the Internal Feeder Roads (described in Recital L above).
- iv. the use and enjoyment of such Designated Common Areas of the Layout and Internal Feeder Roads, as and when made applicable, and thereafter to contribute (subject to sub-clause (II) of Clause 29A) proportionately towards the deposits/expenses for the use, repair, maintenance of such Designated Common Areas of the Layout and Internal Feeder Roads,

subject to the rights reserved by the Owner/Developer in Clause 29A of this Agreement and subject to the lease to be granted in respect of the Designated Common Areas of the Layout and Internal Feeder Roads (if not required to be handed over to any local/statutory/ concerned authority) in the manner set out in the Third Schedule hereunder written;

The aforesaid (i), (ii), (iii) and (iv), which are retained/reserved by the Owner/Developer (subject to the provisions contained in Clause 29A of this Agreement) are collectively called the "Retained Demarcated Sub- Plot/Rights";

O. Development Complex:

In view of the rights retained/reserved by the Owner/Developer in respect of the Retained Demarcated Sub-Plot/ Rights on the terms and conditions set out in Clause 29A of this Agreement, the Owner/Developer presently proposes to develop the said Larger Property/ Layout (but excluding such portion/s thereof which may be required to be handed over to the statutory/public/local authorities as per the development rules and regulations/ any other applicable regulations, in force from time to time and excluding the Retained Demarcated Sub-Plot/ Rights in the manner provided in Clause 29A of this Agreement) as a Development Complex named "RAHEJA



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VISTAS Phase IV" or "RAHEJA VISTAS - PREMIERE"
{hereinafter referred to as the "Development Complex"}).

P. The Owner/Developer has constructed a Club-house/Swimming Pool facility on a part of the Designated Common Areas of the Layout and proposes to and may provide any other amenity/ies on another part of the Designated Common Areas of the Layout and the holders/ transferees of premises of the buildings as may be constructed in the said Development Complex (and in the adjoining lands, as may be amalgamated with the said Layout and permitted the use of the same, by the Owner/Developer), shall have the use and benefit, in common, of such Club-house/Swimming Pool facility (and such other amenity/ies, if so provided) together with suitable means of access thereto, as members thereof, subject to compliance by such members of the rules and regulations governing such Club-house/Swimming Pool facility (and such other amenity/ies, if so provided), including payment of the fees, charges, etc. and compliance with its admission procedures, as may be determined by the Owner/Developer and subsequently any agency/body appointed by the Owner/Developer for the management and operation of the said Club-house/Swimming Pool facility (and such other amenity/ies, if so provided), including the charges of such agency/body and applicable taxes thereon, until the Apex Body is formed as provided in this Agreement.

Q. **Demarcated Building Sub-Plot/ Project Land/Raheja Reserve:**

The Owner/Developer has demarcated an area admeasuring approximately 7754.48 sq. mtrs. (from and out of the said Layout), being part of the non - agricultural land bearing S. No. 27 H. No. 1B + 2+ 3 Plot A + S. No. 27 H. No. 4 + S. No. 27 H. No. 5 + S. No. 37 H. No. 3+4 Plot B, S. No. 25 H. No. 4, S. No. 26 H. No. 2a, S. No. 26 H. No. 2b (pt.), S. No. 26 H. No. 1+9a (pt.), of Village Mohammadwadi, Pune {which demarcated area is hereinafter referred to as the "Demarcated Building Sub-Plot" or the "Project Land" and more particularly described in the First Schedule hereunder written and shown bounded by red colour lines on the Plan hereto annexed as Annexure 'A') and the Owner/Developer proposes to construct thereon, in phases, 4 (four) buildings/wings named as Building Nos. T7, T8, T9 and T10 (collectively named as "Raheja Reserve");

R. **Project - Phase 1, Phase 2 and Phase 3:**



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VISTAS Phase IV" or "RAHEJA VISTAS - PREMIERE"
{hereinafter referred to as the "Development Complex"}).

P. The Owner/Developer has constructed a Club-house/Swimming Pool facility on a part of the Designated Common Areas of the Layout and proposes to and may provide any other amenity/ies on another part of the Designated Common Areas of the Layout and the holders/ transferees of premises of the buildings as may be constructed in the said Development Complex (and in the adjoining lands, as may be amalgamated with the said Layout and permitted the use of the same, by the Owner/Developer), shall have the use and benefit, in common, of such Club-house/Swimming Pool facility (and such other amenity/ies, if so provided) together with suitable means of access thereto, as members thereof, subject to compliance by such members of the rules and regulations governing such Club-house/Swimming Pool facility (and such other amenity/ies, if so provided), including payment of the fees, charges, etc. and compliance with its admission procedures, as may be determined by the Owner/Developer and subsequently any agency/body appointed by the Owner/Developer for the management and operation of the said Club-house/Swimming Pool facility (and such other amenity/ies, if so provided), including the charges of such agency/body and applicable taxes thereon, until the Apex Body is formed as provided in this Agreement.

Q. Demarcated Building Sub-Plot/ Project Land/Raheja Reserve:

The Owner/Developer has demarcated an area admeasuring approximately 7754.48 sq. mtrs. (from and out of the said Layout), being part of the non - agricultural land bearing S. No. 27 H. No. 1B + 2+ 3 Plot A + S. No. 27 H. No. 4 + S. No. 27 H. No. 5 + S. No. 37 H. No. 3+4 Plot B, S. No. 25 H. No. 4, S. No. 26 H. No. 2a, S. No. 26 H. No. 2b (pt.), S. No. 26 H. No. 1+9a (pt.), of Village Mohammadwadi, Pune {which demarcated area is hereinafter referred to as the "Demarcated Building Sub-Plot" or the "Project Land" and more particularly described in the First Schedule hereunder written and shown bounded by red colour lines on the Plan hereto annexed as Annexure 'A'} and the Owner/Developer proposes to construct thereon, in phases, 4 (four) buildings/wings named as Building Nos. T7, T8, T9 and T10 (collectively named as "Raheja Reserve");

R. Project - Phase 1, Phase 2 and Phase 3:



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- (1) The Demarcated Building Sub-Plot admeasuring approximately 7754.48 sq. mtrs and the 4 (four) Building/Wing Nos. T7, T8, T9 and T10 proposed to be constructed thereon, in phases, are hereinafter collectively referred to as the "said Project".
 - (2) Phase 1 of the said Project comprises of the Residential Building/Wing Nos. T9 and T10 named as Chronos and Supremus respectively (being Phase 1 of Raheja Reserve).
 - (3) Phase 2 of the said Project is to comprise of the Residential Building/Wing No. T8 named as Luxuriant (being Phase 2 of Raheja Reserve).
 - (4) Phase 3 of the said Project is to comprise of the Residential Building/Wing No. T7 named as Belvedere (being Phase 3 of Raheja Reserve).
 - (5) Each of the abovementioned Building/Wing Nos. T7, T8, T9 and T10, respectively are proposed to finally comprise of 5 (Five) parking floor levels, respectively and residential apartments commencing from the Ground floor to the 27th (Twenty-seventh) upper floors (total 28 (twenty-eight residential floors), respectively, (with provision for Refuge Area/s on the specified floors of each of the said Building/Wing Nos. T7, T8, T9 and T10, respectively);
 - (6) As per the present planning, the specified demarcated garden space/s abutting the ground floor apartment/s in the Building Nos. T7, T8, T9 and T10 (proposed to be/being constructed on portion of the Demarcated Building Sub-Plot) are intended for the exclusive use of the respective holders/owners/purchasers of the respective ground floor apartment/s, in the manner provided in this Agreement. It is clarified that the costs and expenses (including applicable taxes/statutory payments, etc.) for the maintenance and upkeep of the aforesaid specified demarcated garden space/s abutting the ground floor apartment/s, shall be borne and paid by the respective holders/owners/purchasers for whom the same are reserved for their exclusive use in the manner stated in this Agreement;
- S. The Owner/Developer has prior hereto already initiated the construction and development of Building/Wing Nos. T9 and T10 named as Chronos and Supremus respectively (being Phase 1 of Raheja Reserve) on part of the Demarcated Building Sub-Plot {being the "Project Land"}, which has been registered under the Real Estate (Regulation & Development) Act, 2016 {"RERA Act"} read with Maharashtra Real Estate (Regulation & Development) Rules, 2017 {"MahaRERA Rules"} with the Maharashtra Real Estate Regulatory Authority at Mumbai Registration No P52100024187.



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T. **Building Nos. T8 (being Phase 2 of Raheja Reserve) in the Development Complex named as "Raheja Vistas Premiere":**

- (1) The Owner/Developer has identified Building No. T8 named as "Luxuriant", (being the second phase of the said Project) proposed to be constructed on part of the Demarcated Building Sub-Plot (being the "Project Land") for the purposes of registration under the RERA Act read with MahaRERA Rules and the Owner/Developer has registered the said Building No. T8 under the provisions of the RERA Act and MahaRERA Rules under the name "T8 Named Luxuriant Phase 2 Of Raheja Reserve comprising of Building/Wing Nos T7 T8 T9 T10 in RV Premiere" and the said Building No T8 is the subject matter of this Agreement.
- (2) The Owner/Developer is presently developing Phase 2 of Raheja Reserve (viz. the Building/Wing No. T8 named as "Luxuriant", hereinafter referred to as the "Building No. T8"), on a portion of the Demarcated Building Sub-Plot, as per the present plans sanctioned by the P. M. C., subject to the Owner/Developer's rights under this Agreement.
- (3) Presently, the Owner/Developer has obtained the sanction from the Municipal Corporation for construction of the said Building No. T8, comprising of five levels of parking and residential apartments commencing from the Ground floor to the 18th (eighteenth) upper floors (total 19 (Nineteen) residential floors).
- (4) The Owner/Developer intends to further revise the aforesaid sanctioned building plans, in phases, by utilising the inherent FSI of /attributable to the Demarcated Building Sub-Plot and/or Transferable Development Rights and/or Fungible FSI and/or Premium FSI and/or Compensatory FSI as may be available from handover of road/s and/or Amenity Space/s and/or FSI/Benefit of FSI that would be available as per the provisions of the DCPR 2017 to the end and intent that, inter alia, the Building No. T8 shall finally comprise of five levels of parking and residential apartments commencing from the Ground floor to the 27th (Twenty-seventh) upper floors (total 28 (Twenty-eight) residential floors), (with provision for Refuge Area/s on the specified floors of the said Building No. T8 as per the requirements of the Chief Fire Officer, P.M.C.);

U. The Commencement Certificate has been issued in respect of the Building No. T8 and the Owner/Developer has commenced



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construction of the Building No. T8 in accordance with the presently sanctioned building plans and will be constructing the same in accordance with the sanctioned plans, or as per the plans as may be further revised/ amended by the Owner/Developer, from time to time, and as may be further sanctioned by the P. M.C., as the case may be, but without altering the location, area and amenities of the premises agreed to be acquired by the Apartment Holder under this Agreement;

- V. It is in the contemplation of the Owner/Developer that an area of 18 sq. mtrs. approximately will be earmarked/utilised by the Owner/Developer, at any one or more place/s in the parking level/s of the said Building Nos. T7, T8, T9 and/or T10 (as the Owner/Developer deems fit), for providing services like telecommunication and/or internet and/or data services and/or cable tv and/or dish antennae and/or CC TV, etc. for the said Building Nos. T7, T8, T9 and T10 and/or any other user/ facilities (as the Owner/Developer may decide at its discretion) for the common use of all the owners/occupants of premises in the said Building Nos. T7, T8, T9 and T10;
- W. The location of the Building No. T8 being constructed /proposed to be constructed by the Owner/Developer on the Demarcated Building Sub-Plot described in the First Schedule hereunder written is indicated on the Plan annexed hereto and marked **Annexure 'A'** and the Subject Building No. T8 (in which the premises agreed to be acquired by the Apartment Holder under this Agreement is to be located) is to be of the specifications and is to have the fixtures and fittings, details whereof are set out in the **Annexure 'C'** and **Annexure 'D'** attached hereto;
- X. The Demarcated Building Sub-Plot shown bounded red on the Plan annexed hereto and marked **Annexure 'A'** is a demarcated portion of the said Layout and therefore is to have the benefit of and is to be subject to certain rights, obligations and covenants as set out in this Agreement (including as set out in the Second Schedule hereunder written);
- Y. This Agreement is restricted to the Subject Building and the Demarcated Building Sub-Plot (to the extent attributable to the said premises agreed to be acquired by the Apartment Holder under this Agreement as per the provisions of the MAO Act), which is the subject matter of this Agreement and the Apartment Holder is/ are not concerned with any other building and/or any other part of the



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said Development Complex / Balance Larger Property/demarcated parts/ building sub-plots/ plots thereof and/or any buildings/ structures proposed to be constructed thereon/ portion thereof, save as specifically provided in this Agreement;

Z. The Apartment Holder has taken inspection from the Owner/Developer of true copies of all the documents of title recited hereinabove (and the writing dated 3rd September 2009 read with the further writing dated 21st August, 2012, referred to in Clause 15(b)) and the other documents required to be furnished under the Maharashtra Ownership Flats Act, 1963 {"**MOF Act**"} (which the Apartment Holder doth hereby confirm);

AA. Except for the Owner/Developer no one has any right, title, interest or claim in, to, or over the development rights in the said Demarcated Building Sub-Plot shown bounded red on the Plan annexed hereto and marked **Annexure 'A'**, save as herein contained.

BB. Authenticated copy/ies of the extract of the relevant property records in respect of the lands bearing Survey No.27 Hissa No.1B+2+3 Plot A, Survey No. 27 Hissa No. 4, Survey No.27 Hissa No. 5, Survey No. 37 Hissa No. 3+4 Plot B, Survey No. 26/1+9a (pt.), Survey No. 26/2a, Survey No. 26/2b(Pt.) and Survey No. 25/4 of Village Mohammadwadi, Taluka Haveli, District Pune (which includes the Demarcated Building Sub-Plot more particularly described in the First Schedule hereunder written) are annexed hereto and collectively marked as **Annexure "E"**;

CC. The Title Certificate dated 7th June, 2016 and the Title Report dated 12th May, 2016 (read with the Corrigendum to the Title Report dated 1st June, 2016 and Supplemental to the Title Report, dated 22nd April 2019) issued by Mr. Kiran Kothadiya, the Advocate of the Owner/Developer, showing the nature of title in respect of the Larger Property (which includes the Owner/Developer's rights to develop the Demarcated Building Sub-Plot) has been inspected and accepted by the Apartment Holder (authenticated copy of the Title Certificate dated 7th June, 2016 and the Supplemental to the Title Report, dated 22nd April 2019 are hereto collectively annexed and marked **Annexure "F"**) and the Apartment Holder has satisfied himself/herself/itself/ themselves with respect to the title to the said premises and the Apartment Holder shall not raise any disputes or requisitions relating thereto;

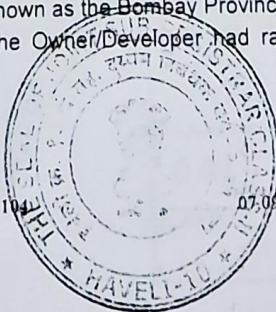


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DD. By virtue of the hereinabove referred documents, the Owner/Developer is entitled on its own account, inter alia, to develop the Demarcated Building Sub-Plot and to construct the Second Phase Building No. T8, thereon and to sell/transfer and dispose of, on ownership basis or otherwise, the residential apartments and other premises being constructed/constructed therein and to enter into Agreements for Sale of the said apartments and premises in their own name and on their own behalf as more particularly recorded in the documents recited hereinabove.

EE. The Owner/Developer has informed the Apartment Holder that the Owner/Developer has, vide three Deeds of Simple Mortgage all dated 30th September, 2015 registered under No. 7863 of 2015, 7864 of 2015 and 7865 of 2015, created a security interest in favour of the Housing Development Finance Corporation Limited ["HDFC"] in the demarcated portion of land (being NA land) admeasuring in the aggregate 94010.39 sq. mtrs approximately, which forms part of the amalgamated larger land bearing S. No 27/1+2+3 Plot A + 27/4 + 5 + 37/3 + 4 Plot B + 25/4 + 26/1+9A (part) + 26/2A+2B totally admeasuring 101104.03 sq. mtrs. (excluding the portion of the land under reservation as amenity space admeasuring 7093.64 sq. mtrs. bearing S. No 26/1+9A, S. No 26/2A and S. No 26/2B), together with construction thereon, both present and future (which excludes the property described in Schedule 1A to the said Deed/s). Subsequently vide 3 Deeds of Partial Release of Mortgage dated 28th November, 2019 registered under No. 27503 of 2019, 27505 of 2019 and 27506 of 2019 HDFC has released a portion of land admeasuring 11458.01 sq. mts. (as more particularly mentioned in the 3 Deeds of Partial Release of Mortgage dated 28th November, 2019) out of the above referred aggregate land admeasuring 94010.39 sq. mtrs. HDFC has given its NOC for sale of the premises agreed to be acquired by the Apartment Holder under this Agreement (copy whereof is annexed hereto and marked as **Annexure 'G'**);

FF. The General Body of the Municipal Corporation of the City of Pune, vide Resolution No.772 dated 21.01.2016, Meeting No. 95, Subject No. 690 on reconsideration of City Improvement Committee Resolution No.146, dated 22.11.2013, had approved the proposal to acquire a strip of land passing through Survey Nos.25, 27 and 28 of Village Mohammadwadi till Village road of Undri for the purposes of 12.00 meter wide road under Section 205 of the Maharashtra Municipal Corporation Act (previously known as the Bombay Provincial Municipal Corporation Act, 1949). The Owner/Developer had raised strong objections for the said



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action on various grounds and has also filed a Writ Petition bearing WP No.5647/2016 in the High Court of Judicature at Mumbai, against the Municipal Corporation of the City of Pune and others, inter alia, for quashing of its actions taken under Section 205 of the Maharashtra Municipal Corporation Act. It is expressly clarified by the Owner/Developer that the said Writ Petition is pending the hearing and the present sanctioned Layout would accordingly be affected depending on the final outcome. Pending the hearing of the aforesaid Writ Petition, the General Body of the Municipal Corporation of the City of Pune, vide Resolution No.1111 dated 23.01.2019, Meeting No. 82, Subject No. 898 on reconsideration of City Improvement Committee Resolution No.772, dated 21.01.2016 cancelled the proposal of acquisition of the strip of land passing through Survey Nos.25, 27 and 28 of Village Mohammadwadi and gave permission under Section 205 to a new road passing from the northern side of Vibgyor School in Survey No. 25 of Mohammadwadi and from the northern side of HS 16 Reservation in Survey No. 26 till 24.00 meter DP Road.

In furtherance to the above referred Resolution No. 1111 dated 23.01.2019, the Municipal Commissioner, Pune Municipal Corporation vide his official Order bearing Outward No. MC/SEC/205/358 dated 15.01.2020 sanctioned the planning of 12.0 mtrs. wide road from the 30.0 mtrs. wide road Survey No. 25 in the Development Plan from northern side of Vibgyor School in Survey No. 25 Part upto the 24.0 mtrs. D.P. road adjacent to the northern side of the high school reservation (HS16) in Survey No. 26 Part and also gave consent under Section 15.10 of the Development Control Regulations for shifting the proposed road under Section 205 of the Maharashtra Municipal Corporations Act and for shifting the Primary school reservation (PS76).

GG. The Owner/Developer is entitled to transfer and is agreeing to transfer the apartments/premises comprised in the buildings/structures as may be finally constructed by the Owner/Developer in the said Project / part/s thereof (which includes the said Apartment agreed to be acquired by the Apartment Holder under this Agreement), on what is known as "Ownership Basis", as contemplated by the MOF Act, but on the condition that the title to be transferred in favour of the respective apartment holders in pursuance of their respective Agreements under the MOF Act would be only by way of formation of a Condominium (to be named as the Owner/Developer may decide and intimate in due course) (hereinafter referred to as the "said Condominium") so that on



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completion of the development of the said Project and sale of all the apartments comprised in the buildings/ structures as may be finally constructed therein, a Declaration would be executed, registered and filed in terms of this Agreement (as provided by Section 2 of the Maharashtra Apartment Ownership Act, 1970 ("MAO Act")), with a condition that a lease in perpetuity will be granted in respect of the demarcated land which is submitted to the provisions of the MAO Act (terms of such lease being annexed to the Declaration) and thereafter the Deed/s of Apartment would be executed in favour of the respective apartment holder/s as per the provisions contained in this Agreement and in accordance with the MAO Act, subject to the rights/entitlements of the Owner/Developer as provided in this Agreement and in accordance with the applicable provisions of the RERA Act read with MahaRERA Rules and Regulation/s, Order/s, Circular/s, FAQ/s, Clarification/s and amendment/s thereto, from time to time (collectively referred to as "RERA");

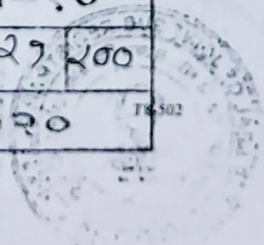
HH. As hereinabove recited, the Owner/Developer has registered the said Second Phase as "Building No. T8 Named Luxuriant being Phase 2 Of Raheja Reserve (comprising of the Building/Wings Nos. T7 T8 T9 T10 in RV Premiere) and the Demarcated Building Sub-Plot (on portion of which the same are being constructed) under the provisions of the RERA with the Maharashtra Real Estate Regulatory Authority at **Mumbai Registration No P52100024187** and authenticated copy of the RERA Registration Certificate is annexed hereto and marked as **Annexure 'H'**;

II. The Apartment Holder has agreed to acquire from the Owner/Developer, on ownership basis, **Apartment No. 502** to be located on the **5th** upper floor of the Subject Building (viz. Building No.T8 named as "Luxuriant") and shown bounded **Red** on the (Typical) Floor Plan hereto annexed and marked **Annexure "A-1"** (hereinafter referred to as the "**said Apartment**" or "**said premises**"), with full notice of the Recitals set out hereinabove and of the provisions contained in the documents referred to hereinabove and subject to the terms and conditions hereinafter contained and the applicable provisions of the MOF Act, MAO Act and RERA;

JJ. Under Section 13 of the said RERA Act read with Rule 10 of the MahaRERA Rules and Section 4 of the MOF Act, the Owner/Developer is required to execute a written Agreement for sale of said premises with the Apartment Holder, being in fact these



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presents and also to register said Agreement under the Registration Act, 1908.

NOW THESE PRESENTS WITNESSETH and it is hereby agreed by and between the parties hereto as under:

1. The Recitals hereinabove contained in this Agreement shall form an integral part of this Agreement and the provisions contained therein shall be treated as incorporated in this operative part.

2. **Proposed Building Nos. T7, T8, T9 & 10 (collectively named as 'Raheja Reserve'):**

The Owner/Developer is presently developing the demarcated area admeasuring approximately 7754.58 sq. mtrs. (from and out of the said Layout), being part of the non - agricultural land bearing S. No. 27 H. No. 1B + 2+ 3 Plot A + S. No. 27 H. No. 4 + S. No. 27 H. No. 5 + S. No. 37 H. No. 3+4 Plot B, S. No. 25 H. No. 4, S. No. 26 H. No. 2a, S. No. 26 H. No. 2b (pt.), S. No. 26 H. No. 1+9a (pt.), of Village Mohammadwadi, Pune (herein referred to as the "**Demarcated Building Sub-Plot**") shown bounded by "Red" colour lines on the Plan hereto annexed and marked **Annexure 'A' or Plan "A"** and more particularly described in the First Schedule hereunder written) and proposes to construct thereon, in phases, 4 (four) Building/Wing Nos. T7, T8, T9 and T10. The said Demarcated Building Sub-Plot and the 4 (four) Building/Wing Nos. T7, T8, T9 and T10 proposed to be constructed thereon, in phases, are hereinafter collectively referred to as the "**said Project**".

- (i) Phase 1 of the said Project comprises of the Residential Building/Wing Nos. T9 and T10 named as Chronos and Supremus respectively (being Phase 1 of Raheja Reserve).
- (ii) Phase 2 of the said Project is to comprise of the Residential Building/Wing No. T8 named as Luxuriant (being Phase 2 of Raheja Reserve).
- (iii) Phase 3 of the said Project is to comprise of the Residential Building/Wing No. T7 named as Belvedere (being Phase 3 of Raheja Reserve).

Each of the abovementioned Building/Wing Nos. T7, T8, T9 and T10, respectively are proposed to finally comprise of 5 (Five) parking floor levels, respectively and residential apartments commencing from the Ground floor to the 27th (Twenty-seventh) upper floors (total 28 (Twenty-eight) residential floors), respectively,



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(with provision for Refuge Area/s on the specified floors of each of the said Building/Wing Nos. T7, T8, T9 and T10, respectively);

3. Phase 1 of the said Project:

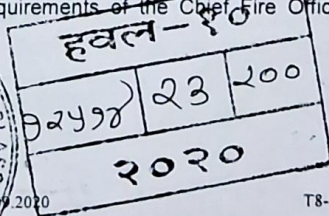
(i) Part Phase 1 (viz. the Building/Wing Nos. T9 & T10 as presently sanctioned):

The Owner/Developer is presently developing Phase 1 of Raheja Reserve, by constructing on portion of the demarcated Building Sub-Plot the Building/Wing No. T9 named as "Chronos" and the Building/Wing No. T10 named as "Supremus", hereinafter collectively referred to as the "said Building Nos. T9 and T10", in accordance with the hereinabove recited sanctioned building plans with such variations, modifications and amendments as the Owner/Developer may consider necessary and/or as proposed by the Owner/Developer in this Agreement and/or as may be further sanctioned/approved by the P.M.C.

As recited above, presently the Owner/Developer has obtained the sanction, inter alia, for construction of the Building Nos. T9 and T10 named as "Chronos" and "Supremus", respectively, comprising of five levels of parking and residential apartments commencing from the Ground floor to the 18th (eighteenth) upper floors (total 19 (Nineteen) residential floors) (with provision for Refuge Area/s and fire check floor on the specified floors of the said Building Nos. T9 and T10 as per the requirements of the Chief Fire Officer, P.M.C.).

(ii) Balance Phase 1 of the said Project (viz. Proposed Balance Upper Floors in/on the Building/Wing Nos. T9 & T10):

It is expressly clarified, informed and disclosed by the Owner/Developer to the Apartment Holder that the Owner/Developer intends to construct, inter alia, upto 10 (ten) additional upper floors in the Building/Wing Nos. T9 and T10 (presently proposed as Balance Phase 1 of the said Project) and the Owner/Developer reserves the right to further revise the aforesaid sanctioned building plans, in phases to the end and intent that the Building Nos. T9 and T10, each shall, respectively, finally comprise of five levels of parking and residential apartments commencing from the Ground floor to the 27th (Twenty-seventh) upper floors (total 28 (Twenty-eight) residential floors), (with provision for Refuge Area/s and fire check floor on the specified floors of the said Building Nos. T9 and T10 as per the requirements of the Chief Fire Officer, P.M.C.)



4. Phase 2 of the said Project:

(i) Part Phase 2 (viz. the Building/Wing No. T8 as presently sanctioned):

The Owner/Developer is presently developing Phase 2 of Raheja Reserve, by constructing on portion of the demarcated Building Sub-Plot the Building/Wing No. T8 named as "Luxuriant", hereinafter referred to as the "said Building No. T8", in accordance with the hereinabove recited sanctioned building plans with such variations, modifications and amendments as the Owner/Developer may consider necessary and/or as proposed by the Owner/Developer in this Agreement and/or as may be further sanctioned/approved by the P.M.C.

As recited above, presently the Owner/Developer has obtained the sanction, inter alia, for construction of the Building No. T8 named as "Luxuriant", comprising of five levels of parking and residential apartments commencing from the Ground floor to the 18th (eighteenth) upper floors (total 19 (Nineteen) residential floors) (with provision for Refuge Area/s and fire check floor on the specified floors of the said Building No. T8 as per the requirements of the Chief Fire Officer, P.M.C.).

(iii) Balance Phase 2 of the said Project (viz. Proposed Balance Upper Floors in/on the Building/Wing No. T8):

It is expressly clarified, informed and disclosed by the Owner/Developer to the Apartment Holder that the Owner/Developer intends to construct, inter alia, upto 10 (ten) additional upper floors in the Building/Wing No. T8 (presently proposed as Balance Phase 2 of the said Project) and the Owner/Developer reserves the right to further revise the aforesaid sanctioned building plans, in phases to the end and intent that the Building No. T8 finally comprise of five levels of parking and residential apartments commencing from the Ground floor to the 27th (Twenty-seventh) upper floors (total 28 (Twenty-eight) residential floors), (with provision for Refuge Area/s and fire check floor on the specified floors of the said Building No. T8 as per the requirements of the Chief Fire Officer, P.M.C.).

4.b) .Proposed Phase 3 of the said Project:

It is expressly clarified, informed and disclosed by the Owner/Developer to the Apartment Holder that the Owner/Developer reserves the right and will be entitled to construct (at its sole discretion), Phase 3 as under:



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- (a) 1 (one) additional Building/Wing No. T7 on another portion of the Demarcated Building Sub-Plot and to further revise the sanctioned building plans for the same. As per the present planning, the said proposed Building/Wing No. T7 (being Phase 3 of the said Project) is to finally comprise of five levels of parking and residential apartments commencing from the Ground floor to the 27th (Twenty-seventh) upper floors (total 28 (Twenty-eight) residential floors), (with provision for Refuge Area/s and fire check floor on the specified floors of the said Building No. T7 as per the requirements of the Chief Fire Officer, P.M.C.).
- (b) Proposed Phase 3 of the said Project is to comprise of the Residential Building/Wing No. T7 named as Belvedere (being Phase 3 of Raheja Reserve).

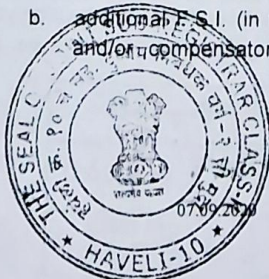
5. It is expressly clarified by the Owner/Developer to the Apartment Holder and it is an essential and integral term and condition of this Agreement and of the title to be created in favour of the Apartment Holder and of the other person/s who have taken and/or have agreed and/or agree to take hereafter any of the apartments/ premises in the Residential Building No.T8 , being constructed/proposed to be constructed on part of the Demarcated Building Sub-Plot that, in the course of the phase-wise development of the said Layout:

(A) the Owner/Developer shall be entitled to:

- i. develop the Larger Property, in phases, as the Owner/Developer may decide, from time to time, to the maximum development potential of the Larger Property (present and future), and also avail of the benefit/s and/or F.S.I. entitlement/s as may be available, in accordance with the development rules and regulations, as are subsisting at present and/or as may be amended, from time to time, for such use and/or user/s as may be permissible, in accordance with the development rules and regulations, as may be in force, from time to time.
- ii. avail of the benefits (present and future) of the other provisions of the development rules and regulations, as are subsisting at present and/or as may be amended, from time to time.
- iii. utilise Additional Floor Space Index as may, from time to time, be available in respect of the Larger Property (until the entire development of the Balance Larger Property is completed), on account of:

a. an overall increase in the F.S.I. relating to the Larger Property and/or

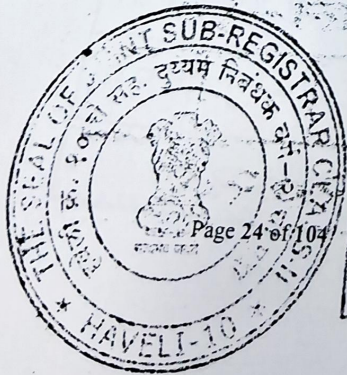
b. additional F.S.I. (in the form of TDR or otherwise) and/or compensatory F.S.I. and/or further F.S.I.



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- benefit / Green TDR, being purchased/acquired by the Owner/Developer before the entire development of the Larger Property is completed and/or
- c. increase in F.S.I. available/utilisable on the Larger Property due to amalgamation of the Larger Property with the neighbouring/contiguous land/s as provided in Clause 19(f)(ii) below.
- d. the F.S.I. benefit / compensatory FSI/TDR being granted in lieu of handing over of the hereinabove recited Amenity Space/s.
- e. the F.S.I. benefit / compensatory FSI/TDR being granted in lieu of handing over of the road/s.
- iv. utilise part/s of such F.S.I and/or Additional F.S.I. and /or Compensatory F.S.I. and/or further F.S.I. benefit, as hereinbefore recited, in phases, as under :
 - a. to construct one/more additional structure/s and /or additional building/s (and/or Wings) and/or one or more additional floors to such sanctioned building/s and to revise/ further amend the sanctioned plans and obtain the sanction from the P.M.C. for such purpose and
 - b. to further alter and/or amend the sanctioned building/s or Layout plans by deleting the whole or part/s of some of the buildings so sanctioned by the P.M.C. and/or addition of building/s and/or addition of floor/s on some of the sanctioned building/s, as the Owner/Developer may consider necessary, from time to time, and as may be further sanctioned by the P.M.C. and/or for such use and/or uses as may be permissible, from time to time, in accordance with the development rules and regulations, as are subsisting at present and/or as may be amended and/or permissible, from time to time and
 - c. partly/ wholly in the construction of the buildings and/or structures proposed to be constructed on demarcated portions of the said Larger Property and/or in such building/s as the Owner/Developer may decide, at its discretion, in accordance with the applicable rules and regulations.

The Apartment Holder expressly consents to all such variations, as may be decided by the Owner/Developer, so long as the premises agreed to be acquired by the Apartment Holder is in accordance with the provisions of Clause 44 of this Agreement. This consent shall be considered to be the



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Apartment Holder's consent contemplated by Section 7(1)(i) and (ii) of the MOF Act.

- (B) As hereinabove recited, the development of the said Larger Property/ Layout is being/proposed to be carried out in phases, hence it is essential to give due consideration to the following unforeseeable factors:
- i. Topographical conditions of different part/s of the said Larger Property/ Layout.
 - ii. Change in the layout/s planning due to utilisation of TDR/FSI, change in the development rules and regulations, new policies of the government/local authorities which impact the proposed phase-wise development.
 - iii. Modification to the present sanctioned Layout based on the different portion/s of the Larger Property/ parts thereof being amalgamated with adjoining/ contiguous lands in the manner provided for in this Agreement.
 - iv. Change/s in the Government/ planning authority/ local authority's policies and/or decisions, from time to time, which have a direct/indirect impact on the present sanctioned Layout (including the planning and implementation of the proposed development of the said Larger Property/ Layout).

(C) As hereinabove recited, the Owner/Developer have, as per the present planning, earmarked

- (a) certain areas of the Layout as common areas for the common use and benefit of all the demarcated building sub-plots/ sub-plots in the Layout (including structures as may be constructed thereon) {"**Designated Common Areas of the Layout**"} and
- (b) the proposed Internal Feeder Roads (shown shaded in Brown/burnt sienna on the Plan hereto annexed and marked **Annexure 'A'**) {"**Internal Feeder Roads**"} giving access to the different demarcated building plots/sub-plots in the said Development Complex.

The Designated Common Areas of the Layout includes the Clubhouse and Swimming Pool shown shaded blue and the Open Space, R.G., Garden shown in hatched green lines on the Plan hereto annexed and marked **Annexure 'A'**.

It is clarified that the Designated Common Areas of the Layout do not include the demarcated building sub-plots/ sub-plots in the Layout (including the buildings as may be finally constructed thereon) and the common areas comprised therein.



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KALIM MOHAMED KHALIL SHAIKH

Residence Address Ready Money Building, 2/7 Clare Road, Byculla,
Mumbai - 400008, Maharashtra.

Email ID: kalimazmi@gmail.com

Name of Owner/Developer:

INORBIT MALLS (INDIA) PRIVATE LIMITED

Address: Plot No. C-30, Block 'G', Opp. SIDBI, Bandra Kurla Complex,
Bandra (E), Mumbai-400051

Notified Email ID: backofficenibm@kraheja.com

It is expressly clarified as under:

- (a) It shall be the duty of the Apartment Holder and the Owner/Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Owner/Developer or the Apartment Holder, as the case may be.
- (b) In case there are Joint Apartment Holders, they shall be considered as joint and severable apartment holders for the purposes of this clause and all communications shall be sent by the Owner/Developer to the Apartment Holder whose name appears first and at the address given by him/her which shall for all intents and purposes be considered/deemed as properly served on all the Apartment Holders.

Till the Deed of Apartment is executed in favour of the Apartment Holder as provided in this Agreement, the Apartment Holder shall permit the Owner/Developer and its servants and agents, with or without workmen and others at all reasonable times to enter into and upon the said Apartment or any part thereof

- a) to view and examine the state and condition thereof and the Apartment Holder shall make good, within three months of the Owner/Developer giving a notice, all defects, decays and wants of repair of which such notice in writing shall be given by the Owner/Developer to the Apartment Holder,

And

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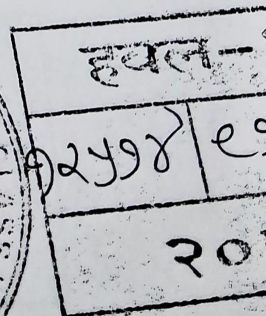
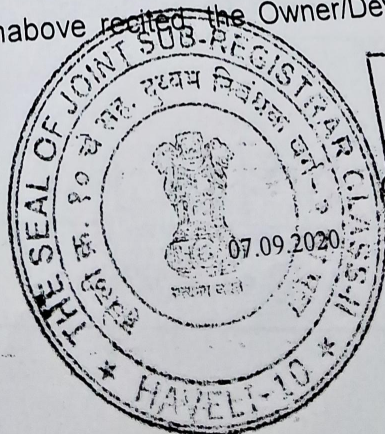
(b) for carrying out any work to any other part of the Subject Building, including for the purpose of making, repairing, maintaining, re-building, replacing, cleaning, lighting and keeping in order and condition all services, drains, pipes, cables, water-courses, gutters, wires, partition walls or structure or other conveniences belonging to or serving or used for the Subject Building, and also for the purpose of laying, maintaining, repairing, replacing and testing drainage and water-pipes and electric wires and cables and for similar other purposes and for all other purposes contemplated by this Agreement.

44. The Apartment Holder irrevocably and expressly consents to the phase-wise development of the Larger Property/ demarcated building sub-plot/s thereof (and any variations/modifications thereto, as may be decided by the Owner/Developer, from time to time, and approved by the concerned authorities, from time to time), and the mode/s of transfer of title to the said premises (as set out in this Agreement), so long as the premises agreed to be acquired by the Apartment Holder is provided as under:

- (a) the carpet area of the said Apartment and location of the said Apartment and the specifications and amenities to be provided in the Subject Building and the said premises therein (as set out in the **Annexure 'C'** and **Annexure 'D'** attached hereto) are not altered/reduced and
- (b) the use and benefit of the Clubhouse/Swimming Pool facility (referred to in sub-clause (c) of Clause 29 above) and additional facility/ies and/or amenity/ies (referred to in sub-clause (d) of Clause 29 above (in the event the Owner/Developer decides (at its sole discretion) to provide the same), subject to conditions including the payment of fees and other charges as may be specified by the Owner/Developer/ Maintenance Agency No. 2/ authority appointed by the Owner/Developer to manage the same), will not be withdrawn.

45. The Owner/Developer shall have a first lien and charge on the said premises agreed to be acquired by the Apartment Holder in respect of any amount/s (including interest thereon) which become due and payable by the Apartment Holder to the Owner/Developer (under the provisions of this Agreement) till such time as the said outstanding amount/s (including interest thereon) are paid to the Owner/Developer.

46. (a) As hereinabove recited, the Owner/Developer has informed



Apartment Holder that the Owner/Developer has vide three Deeds of Simple Mortgage all dated 30th September, 2015 registered under No. 7863 of 2015, 7864 of 2015 and 7865 of 2015. the Owner/Developer created a security interest in favour of the Housing Development Finance Corporation Limited [HDFC] in the demarcated portion of land (being NA land) admeasuring in the aggregate 94010.39 sq. mtrs approximately, which forms part of the amalgamated larger land bearing S. No 27/1+2+3 Plot A + 27/4 + 5 + 37/3 + 4 Plot B + 25/4 + 26/1+9A (part) + 26/2A+2B totally admeasuring 101104.03 sq. mtrs. (excluding the portion of the land under reservation as amenity space admeasuring 7093.64 sq. mtrs. bearing S. No 26/1+9A, S. No 26/2A and S. No 26/2B), together with construction thereon, both present and future (which excludes the property described in Schedule 1A to the said Deed/s). As hereinabove recited, the Owner/Developer has informed the Apartment Holder that vide 3 Deeds of Partial Release of Mortgage dated 28th November, 2019 registered under No. 27503 of 2019, 27505 of 2019 and 27506 of 2019 HDFC has released a portion of land admeasuring 11458.01. sq. mts. (as more particularly mentioned in the 3 Deeds of Partial Release of Mortgage dated 28th November, 2019) out of the above referred aggregate land admeasuring 94010.39 sq. mtrs. HDFC has given its NOC for sale of the premises agreed to be acquired by the Apartment Holder under this Agreement (copy whereof is annexed hereto and marked as **Annexure 'G'**). The Apartment Holder hereby expressly consents to the above.

- (b) The Apartment Holder hereby gives his/her/its/their express consent to the Owner/Developer to raise any further loan against the Larger Property and the buildings as may be finally constructed thereon or part thereof (excluding the premises agreed to be acquired by the Apartment Holder under this Agreement) and to create charge/security on the same with any Bank/s or other financial institution/s or any other party. Provided however that nothing shall affect the already subsisting mortgage created over the said premises in favour of HDFC read with the aforesaid NOC.
- (c) As hereinabove recited, it shall be the responsibility and liability of the Owner/Developer to make payment of any consideration monies that may be payable under the hereinabove recited (i) Development Agreement dated 9th May 2008 registered at Sr. No. 3563 of 2008 in Book No.1 at the office of Sub- Registrar Haveli No.7 and (ii) Deed of Assignment of Development Rights dated 9th May 2008 registered under Sr. No. 4064/2008 in Book No.1 at the office of the Sub-Registrar Haveli – III, and the



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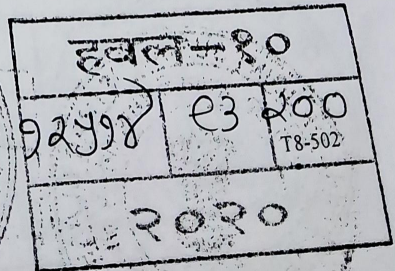
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Owner/Developer shall keep the Apartment Holder fully and effectively indemnified against the same.

47. It is understood by the Apartment Holder that:

- (a) the holder/purchaser/ owner of the apartments on the ground floor/s of the said Building Nos. T7, T8, T9 and T10 (as may be finally constructed in the Demarcated Building Sub-Plot) will have the exclusive right to use and enjoy the specified demarcated garden space/s surrounding their respective ground floor apartment/s, if so (and to the extent) specifically allotted by the Owner/Developer. It is clarified that such right of exclusive use of the specified demarcated garden space/s for the respective ground floor apartments (for whom the same are earmarked) shall be heritable and transferable alongwith the respective ground floor apartment for whom it is earmarked/allotted. The aforesaid specified demarcated garden space/s earmarked for/allotted to the ground floor apartments shall remain open to sky. The costs and expenses for the said specified demarcated garden space/s shall be borne and paid by the respective holders/owners/ purchasers of the ground floor apartments in the said buildings for whom the said specified demarcated garden space/s are reserved for their exclusive use, in the manner as stated in this Agreement.
- (b) The benefit of the **Car Parking** Space/s in the said Residential Building Nos. T7, T8, T9 and T10 / open area of the Demarcated Building Sub-Plot shall be earmarked by the Owner/Developer for use by the respective holders/owners of the respective apartments in the said Building Nos. T7, T8, T9 and T10 said Project for the specific purpose of parking their respective (light motor) vehicle/s. The said use of the respective earmarked parking space/s shall be heritable and transferable alongwith the respective apartment for whom it is earmarked/allotted and the respective apartment holder shall pay the estimated provisional monthly outgoings towards general maintenance for the use of each such Parking Space/s as may be decided by the said Condominium, plus applicable Municipal/property taxes and other taxes and levies

48. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace apartment/s, if any, in the Subject Building, shall belong exclusively to the respective holder/ transferee of the terrace apartment, if so specifically allotted by the Owner/Developer and such terrace spaces are intended for the exclusive use of such respective holders/ transferees of the terrace apartments. The said terrace spaces shall remain open to sky until and unless permission is

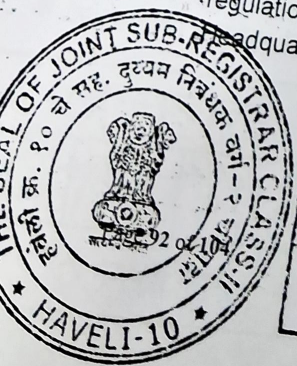


obtained in writing by the respective holder/ transferee thereof from the P.M.C. and the Owner/Developer and/or the said Condominium, as the case may be.

49. Forwarding this Agreement to the Apartment Holder by the Owner/Developer does not create a binding obligation on the part of the Owner/Developer or the Apartment Holder until, firstly, the Apartment Holder signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Apartment Holder and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Owner/Developer. If the Apartment Holder(s) fail/s to execute and deliver to the Owner/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Apartment Holder and/or appear before the Sub-Registrar for its registration as and when intimated by the Owner/Developer, then the Owner/Developer shall serve a notice to the Apartment Holder for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Apartment Holder, application/booking of the Apartment Holder shall be treated as cancelled and all sums deposited by the Apartment Holder in connection therewith including the booking amount shall be returned to the Apartment Holder in accordance with the terms, as applicable for cancellation / termination of application / booking as mentioned in application / booking form with respect to the said Apartment.

50. All amounts payable towards stamp duty and registration charges (and surcharges, if any), of and incidental to this Agreement shall be borne and paid by the Apartment Holder. This is in addition to the contribution of the Apartment Holder towards the legal costs, charges and expenses specified in Clause 15 above. The Owner/Developer is, in any case, not responsible nor liable either for non-payment of stamp duty or registration charges (or surcharges, if any payable).

51. **REFUGE AREA:** As per the directions of the Chief Fire Officer, Pune Fire Brigade, Suburban Headquarters, the Apartment Holder has been informed that Refuge Area/s are to be provided on the specified floors of the Subject Building. The Apartment Holder (along with the holders/ transferees of other apartments in the Subject Building) / said Condominium formed by the apartment holders shall be bound by and will comply with the requirements and the other fire safety measures as per the directions and regulations of the Chief Fire Officer, Pune Fire Brigade, Suburban Headquarters and/or regulations made to that effect, from time to



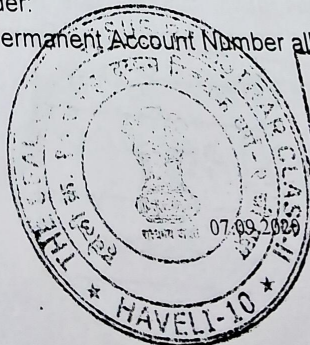
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time and further modifications that may be made thereto, from time to time, and hereby agree to comply with the same.

52. Any delay tolerated or indulgence shown by the Owner/Developer in enforcing the terms of this Agreement or any forbearance or extension / giving of time to the Apartment Holder/s shall not be construed as a waiver on the part of the Owner/Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Apartment Holder/s nor shall the same in any manner prejudice the rights of the Owner/Developer.
53. It is expressly clarified and agreed by the Owner/Developer and the Apartment Holder that with reference to the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA") and the Maharashtra Real Estate (Regulation & Development) Rules, 2017 {"MahaRERA"} also being applicable to the Larger Lands/ Development Complex named "Raheja Vistas Phase IV" or Raheja Vistas Premiere/ Demarcated Building Sub-Plot (as the case may be) and/or amendment/s to any of the existing Acts/Laws/Rules/ Regulations presently applicable to the Larger Lands/ Development Complex named "Raheja Vistas Phase IV" or "Raheja Vistas Premiere"/ Demarcated Building Sub-Plot (as the case may be) :
- (a) Till the Deed of Apartment is executed in favour of the Apartment Holder as provided in this Agreement, the Owner/Developer shall, so long as the premises agreed to be acquired by the Apartment Holder under this Agreement is not materially affected, be entitled, inter alia, to make suitable modifications to the terms, conditions and the structure of the transaction documents and final title to be executed in favour of the Apartment Holder and other purchasers/holders of other premises in the above described Larger Lands/ Development Complex named "Raheja Vistas Phase IV" or "Raheja Vistas Premiere"/ Demarcated Building Sub-Plot (as the case may be), to comply with the statutory requirements of the aforesaid Acts/Laws/Rules/ Regulations/amendment/s, etc.; and
- (b) The Apartment Holder undertakes and agrees to execute such supplementary writing/s, addendum/s, consent/s and document/s, as may be finalized by the Owner/Developer, for the aforesaid purpose.
54. As required by the Income-tax (Sixteenth Amendment) Rules, 1998:

(A) The Owner/Developer (viz. **Inorbit Malls (India) Pvt Ltd**) state as under:

The Permanent Account Number allotted to us is AAACK940



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(B) The Apartment Holder/s state/s as under:

I, **KALIM MOHAMED KHALIL SHAIKH**, the Apartment Holder within named, states that the Permanent Account Number allotted to me is **AITPS6854P**.

55. **Dispute Resolution:** - Any dispute or difference between the parties in relation to this Agreement and/or the terms thereof shall be settled amicably. In case of failure to settle such dispute/difference amicably, the same shall be referred to the Regulatory Authority as per the provisions of RERA.

56. **Governing Law:**
That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force, as applicable in Pune City/ Maharashtra.

57. **MISCELLANEOUS**

Clause headings are for reference and convenience of the parties only and do not define, limit or enlarge the meaning, interpretation or scope of any of the clauses hereof.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of demarcated land admeasuring 7754.48 sq. mtrs or thereabouts, being demarcated part of the non-agricultural portion of the Larger Property bearing at S. No. 27 H. No. 1B + 2+3 Plot A + S. No. 27 H. No. 4 + S. No. 27 H. No. 5 + S. No. 37 H. No. 3+4 Plot B + S. No. 26/1+9a (pt.), S. No. 26/2a, S.No. 26/2b(Pt.), S. No. 25/4, Village Mohammadwadi, Taluka Haveli, District Pune, and bounded as follows:

- On or towards the
- North - By R.G.Area;
- South - By Amenity Space 1;
- East - By internal drive way;
- West - By internal drive way.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Terms, Conditions and Covenants to be observed by the Apartment Holders)

I. MEANS OF ACCESS/INTERNAL LAYOUT ROADS/PEDESTRIAN PATHWAY/S:

All the access roads, internal roads, pedestrian pathway/s (if any), etc. as may be provided in the said Development Complex named



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"Raheja Vistas Phase IV" or "Raheja Vistas Premiere" will be common to and serve the various buildings in the said Project (which includes the Subject Building) as a common means of access to and from the respective demarcated plots/building sub-plots in the said Development Complex /Layout.

These internal/access roads shall be maintained and repaired by the Owner/Developer or the Maintenance Agency No. 2 (referred to in sub-clause 17(c) of this Agreement, if so appointed), as the case may be, till the Apex Body is formed, and thereafter by the Apex Body, and the proportionate cost of such maintenance and repairs shall be borne and paid by all the holders/owners/occupiers of premises in the different buildings as may be ultimately constructed in the said Development Complex (which includes the Subject Building) or the respective Condominium/s (as may be formed of such respective building/s) and consequently the apartment holders/transferees shall contribute his/her/their proportionate share towards such maintenance and repairs.

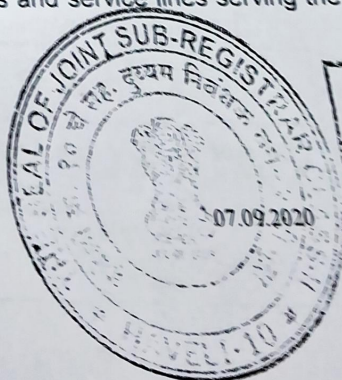
The Owner/Developer or the holder of the Retained Demarcated Sub-Plot /Rights will be entitled to have access to such means of access in the manner and for the purpose provided in this Agreement.

II. AUXILIARY TANKS:

The auxiliary tanks (if any) for the building/s and/ or structure/s that may be finally constructed by the Owner/Developer in the said Development Complex / demarcated building sub-plot/s thereof (which includes the Building Nos. T7, T8, T9 and T10), may be located at a site to be selected by the Owner/ Developer and/or the said Cavalcade (as the case may be), in the Larger Lands/Larger Property (including the Demarcated Building Sub-Plot). The auxiliary tanks for a particular group of buildings, as may be determined by the Owner/ Developer and the said Cavalcade (as the case may be), will be maintained by the said group of buildings. The necessary pathway shall be made available for access to the said auxiliary tanks and pump rooms for the purpose of maintenance and repairs thereof.

III. DRAINAGE / SEWERAGE / CABLES / UTILITIES/ SERVICES:

The drainage/sewerage lines, electric cables, telephone lines, storm water drains and service lines serving the various building/s and/ or



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structure/s that may be finally constructed by the Owner/ Developer / said Cavalcade (as the case may be) in the Larger Lands/Larger Property/ demarcated building sub-plot/s thereof (which includes the Building Nos. T7, T8, T9 and T10) will run under, across or over portion/s of the Larger Lands /Larger Property / the demarcated plot/s thereof/ the Municipal/D.P. road/s, layout roads and access roads, etc. and as may be decided by the Owner/ Developer and/or the said Cavalcade.

IV. PROPOSED ELECTRICAL SUB-STATION/S AND/OR RECEIVING STATION/S:

Electrical sub-stations and/or Receiving Station/s, as required by MSEDCL or other authority, as the case may be, is/are proposed to be erected/provided in the Larger Lands/Larger Property/ (including the Demarcated Building Sub-Plot), on such terms (including lease) as may be required by the electricity supplying authority, to serve, inter alia, the various building/s and/ or structure/s as may be finally constructed by the Owner/ Developer/ said Cavalcade (as the case may be) in the Larger Lands/ Larger Property/ demarcated building sub-plot/s thereof (which includes the Building Nos. T7, T8, T9 and T10) and also the adjoining properties/lands in the neighbourhood, as directed by the Electricity Supplying Authority. Additional sub-station/s and/or Receiving Station/s, as required by the electricity supplying authority shall be provided in the Larger Property /any part thereof and will serve such buildings, as may be directed by the electricity supplying authority.

Sub-station proposed to be located in the Layout at the location indicated in yellow wash on the Plan annexed hereto and marked as 'Annexure A', is for the exclusive common use of the transferees/holders of premises in the said Residential Building Nos. T7, T8, T9 and T10 and the costs for maintaining, repair and replacement of the same shall be borne only by the transferees/holders of premises in the said Residential Building Nos. T7, T8, T9 and T10.

V. UNDERGROUND WATER TANKS, STPs, ETC:

The underground water tanks, sewerage treatment plant/s, etc. (if any) for the building/s and/ or structure/s as may be finally constructed by the Owner/Developer in the said Layout/ Demarcated Building Sub-Plot, may be located within the area earmarked for Open Spaces of the Layout or any other suitable site as may be decided by the Owner/Developer, in the Larger Property/Layout. The said tank/s which are to serve a particular group of building/s and/or structure/s, as may be determined by the Owner/Developer, will be maintained by the said group of building/s and/or structure/s. The necessary pathway shall be made available



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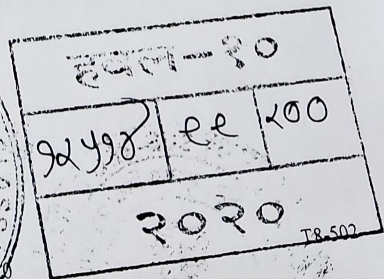
for access to the said tanks for the purpose of maintenance and repairs thereof.

Underground water tank and STP is proposed to be located in the vicinity of the Demarcated Building Sub-Plot (at the location which is indicated in yellow wash on the Plan annexed hereto and marked as 'Annexure A') for the exclusive common use of the transferees/holders of premises in the said Residential Building Nos. T7, T8, T9 and T10 and the costs for maintaining, repair and replacement of the same shall be borne only by the transferees/holders of premises in the said Residential Building Nos. T7, T8, T9 and T10.

- VI. The areas in the Larger Property (if reserved for public purposes such as garden, etc.) and Amenity Space/s shall be handed over to the P.M.C., as may be required under the provisions of the prevailing Development Control Regulations and other relevant laws. The Owner/Developer alone shall be entitled to any or all the benefits that may accrue on account of the handing over of the said areas.
- VII. **USERS PROPOSED IN THE BALANCE LAYOUT** may include building/s for residential and/or commercial and/or non-residential user and/or for any other permissible user (including Information Technology / I.T.E.S., Hotel, Mall, School, etc.)
- VIII. **PROVISION FOR MAINTENANCE, REPAIRS & REPLACEMENTS:**

A. Of the infrastructural facilities/requirements/ conveniences which are to serve or be used in common by all the building/s and/or structure/s that may be finally constructed in the demarcated plot/s of the said Development Complex named "Raheja Vistas Phase IV" or "Raheja Vistas Premiere"

The Apartment Holder will be obliged, as and when required, to contribute proportionately towards the cost of maintenance, repairs and/or replacement/s of the same in such manner as may be directed by the Owner/ Developer or the Maintenance Agency (referred to in Clause 17(c) of this Agreement) / Apex Body, as the case may be. This is subject to the provisions of Para B below.

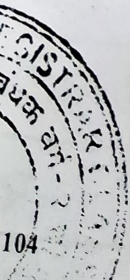


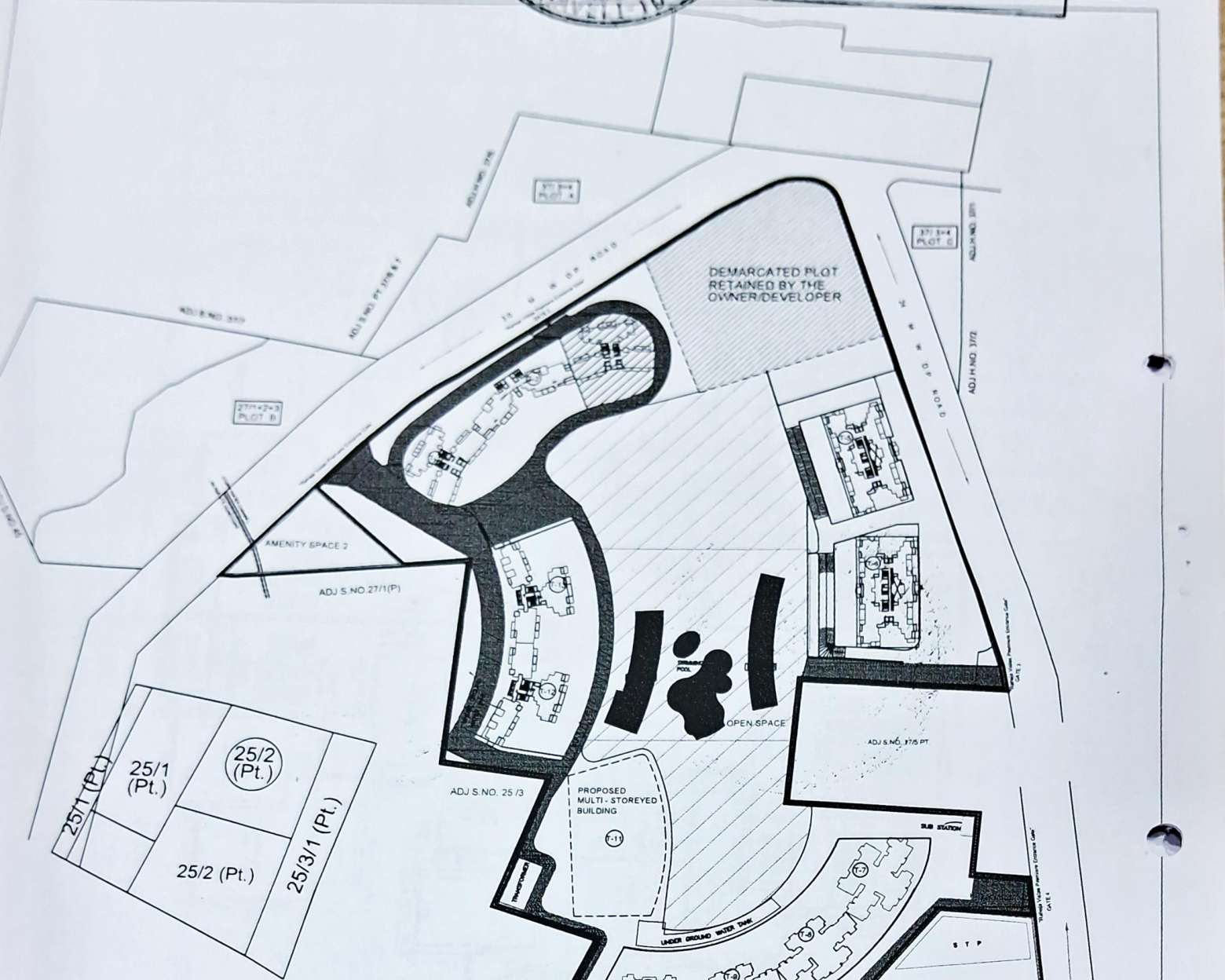
B. Of the infrastructural facilities/requirements/ conveniences which are to serve or be used only by a particular building / group of building/s that may be finally constructed in the demarcated plot/s of the said Development Complex

The utility service lines /facilities/amenities/infrastructure/s, which are to serve or to be used only by a particular building/group of building/s in the demarcated plot/s of the said Development Complex (after it is provided by the Owner/ Developer), will be maintained, repaired and/or replaced by the said particular building/group of building/s and the costs and expenses for maintaining, carrying out repairs/replacements to the aforesaid services/ facilities/ amenities/ infrastructure/s, etc. shall be borne by the transferees /holders/ owners of apartments/premises in such building or such group of building/s (in the proportion which the respective area of their concerned premises bears in relation to the total area that may be constructed on their concerned demarcated building plot/s). In the event that such service/facility/amenity/ infrastructure which are to serve/be used by a particular group of building/s is provided at a site/s in any one of the concerned demarcated plot/s then the necessary pathway for access to the aforesaid service/ facility/infrastructure for the purpose of maintenance, repairs and /or replacement/s thereof (including the right to excavate/ repair/replace and restore the same to its original surface), shall be made available by the concerned building/s wherein such service/ facility/ infrastructure is provided by the Owner/ Developer. The provisions of Para A above will be subject to the provisions of this Para.

C. It is agreed, accepted and confirmed by the Apartment Holder that until the Apex Body is formed (as per the provisions of Clause 28 of this Agreement), the Owner/Developer or the Maintenance Agency No. 2 (as the case may be) shall have the full power and authority to manage and maintain the aforesaid infrastructural facilities on such terms and conditions including payments to be made by the Apartment Holder as set out in this Agreement (particularly Clause 17) to enable the Owner/Developer or the Maintenance Agency No. 2 (as the case may be) to effectively administer and maintain the said infrastructural facilities and the Apartment Holder has hereby expressly consented and agreed to abide by the same and the Apartment Holder shall not question nor dispute the Owner/Developer or the Maintenance Agency No. 2 (as the case may be) in respect of any matters concerning the same.

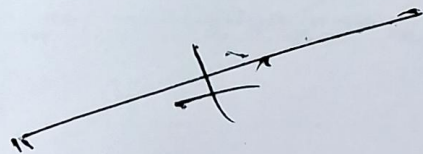
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SHOWN BOUNDED BLACK.
(THE RIGHT TO ALTER AND ADD FURTHER DEVELOPMENT IN THE LAYOUT)
SUB-PLOT FOR PROPOSED BUILDING NOS. T7, T8, T9 & T10 SHOWN BOUNDED RED
FOR PROPOSED FUTURE DEVELOPMENT) IS SHOWN BOUNDED BLUE
PROPOSED INTERNAL LAYOUT ROADS/MEANS OF ACCESS (SIENNA/BROWN) ARE SUBJECT TO REALIGNMENT/VARIATION
BUILDINGS NOS. T7, T8, T9 & T10 ARE APPROVED BY THE AUTHORITIES. (THE RIGHT TO MAKE VARIATIONS)
PROPOSED CLUBHOUSE AND/OR STRUCTURES FOR COMMON AMENITIES ARE SUBJECT TO VARIATIONS BY THE DEVELOPER AND APPROVAL FROM THE AUTHORITIES.
THE LAYOUT LAND RETAINED BY THE OWNER/DEVELOPER FOR ITSELF IS SHOWN BOUNDED BY COLOUR LINES.
PROPOSED OPEN AREA/GARDEN/R.G. IS SHOWN HATCHED IN GREEN
AREA OF 14 SQ. MTRS. IS SHOWN SHADED GREEN
AREA WHICH IS UNDER SCHOOL RESERVATION IS SHOWN IN HATCHED MAGENTA
ROADS AND BUILDINGS ARE PROPOSED TO BE CONSTRUCTED IN THE PORTIONS SHOWN BOUNDED BY BLACK LINES.
ARROWS MARKED ON THE PLAN IS FOR THE COMMON INGRESS AND EGRESS
ROADS AND IS TO BE KEPT UNOBSTRUCTED AT ALL TIMES.
UNDER GROUND WATER TANK SHOWN SHADED YELLOW IS EARMARKED FOR BUILDINGS NOS. T9 AND T10.

TENTATIVE LAYOUT PLAN



BUILDINGS NOS. T7, T8, T9 & T10 BEING CONSTRUCTED IN PORTION OF THE PROPOSED LAYOUT AT (PLOT A)+ S. NO. 27 H.NO.4 + S. NO. 27 H. NO. 5 + S. NO. 37 H. NO. 3+4 PLOT B + S. NO. 26/2A, S.NO. 26/2B(P.T.), S. NO. 25/4, VILLAGE MOHAMMADWADI, DISTRICT PUNE.

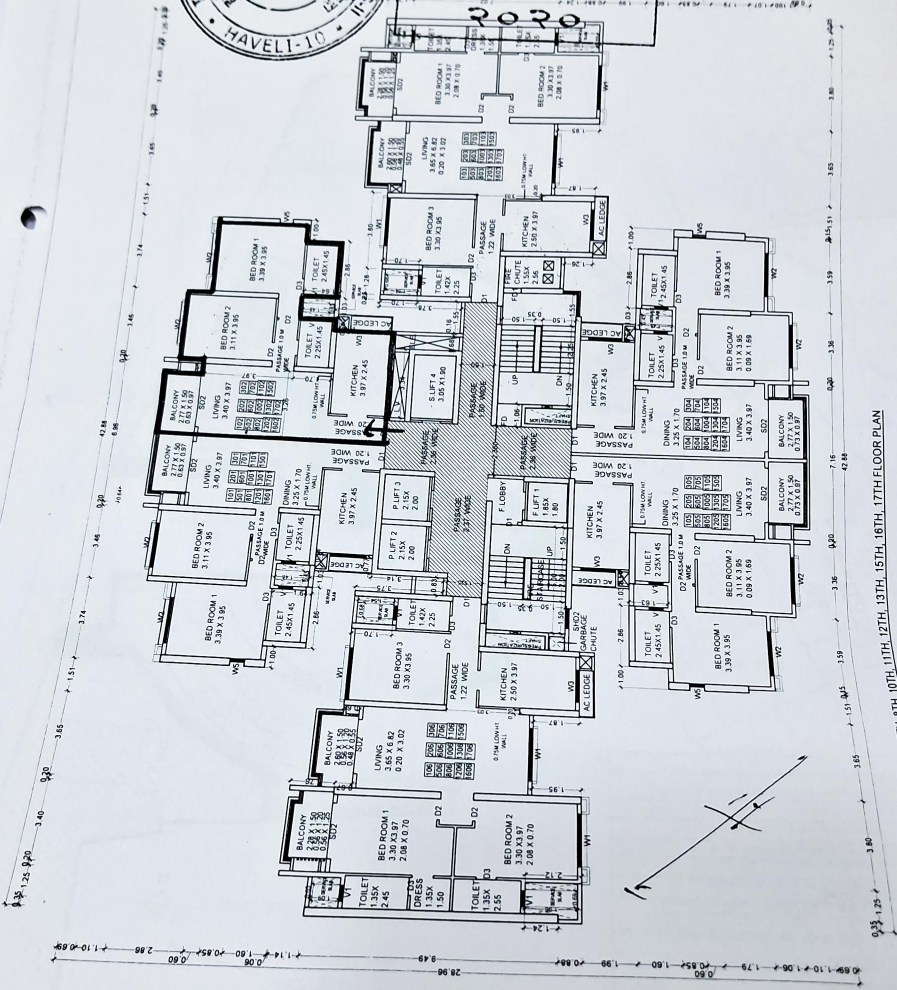
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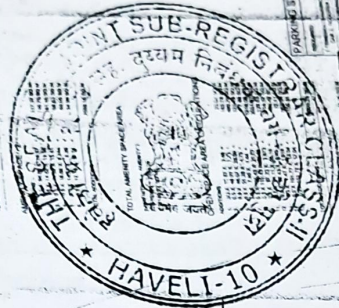


TYPICAL 1ST, 2ND, 3RD, 5TH, 6TH, 7TH, 10TH, 11TH, 12TH, 13TH, 14TH, 15TH, 16TH, 17TH FLOOR PLAN

INTERIOR SPACE AREA
 TOTAL AREA
 TOTAL AREA
 TOTAL AREA

NO.	AREA	AREA	AREA
1	100	100	100
2	200	200	200
3	300	300	300
4	400	400	400
5	500	500	500
6	600	600	600
7	700	700	700
8	800	800	800
9	900	900	900
10	1000	1000	1000

PARKING STATEMENT
 PROPOSED TREE STATEMENT



AMENITY AREA CALCULATION
 AMENITY SPACE - 1

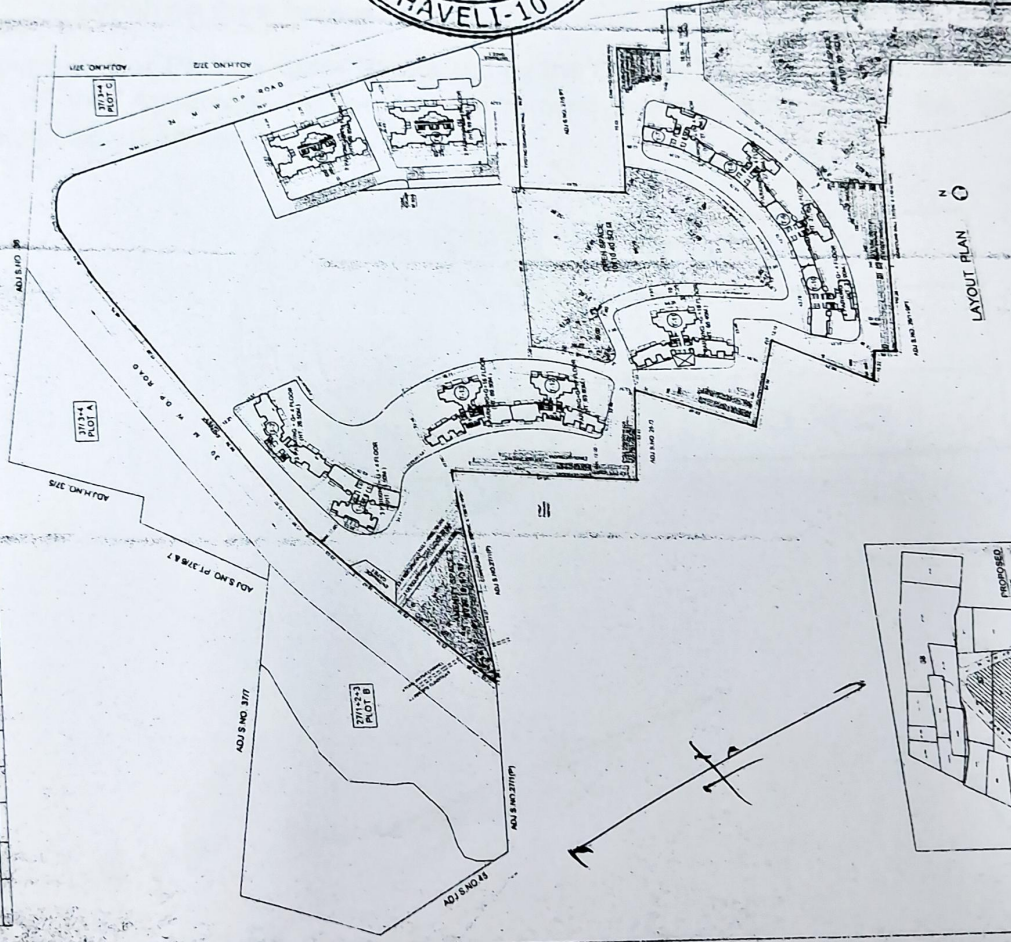
NO.	AREA	AREA	AREA
1	100	100	100
2	200	200	200
3	300	300	300
4	400	400	400
5	500	500	500
6	600	600	600
7	700	700	700
8	800	800	800
9	900	900	900
10	1000	1000	1000

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F.F. COVERAGE STATEMENT

NO.	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA
1	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200
3	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300
4	400	400	400	400	400	400	400	400	400	400	400	400	400	400	400	400	400	400	400	400	400
5	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500
6	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600
7	700	700	700	700	700	700	700	700	700	700	700	700	700	700	700	700	700	700	700	700	700
8	800	800	800	800	800	800	800	800	800	800	800	800	800	800	800	800	800	800	800	800	800
9	900	900	900	900	900	900	900	900	900	900	900	900	900	900	900	900	900	900	900	900	900
10	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000

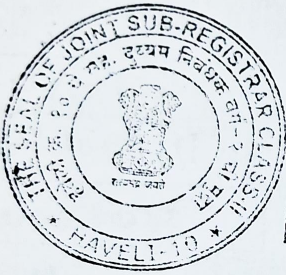


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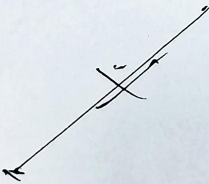
ANNEXURE - C

Specifications & Amenities in the said Building

- (1) R.C.C. frame structure with concrete / masonry walls.
- (2) Well-designed entrance hall on the ground floor lobby decorated with marble and granite as per the design to be determined by the Owner/Developer.
- (3) Natural stone/ vitrified /ceramic tile flooring for common passage on every floor and in the stairs.
- (4) Terrace will have Indian patent stone flooring or other suitable material.
- (5) Two no of Lifts, one service Lift and one fire lift provided as per municipal regulations. Lifts shall be of any of the following elevator makes, i.e. either of 1. Mitsubishi 2. Fujitec 3. Hitachi 4.Otis 5.Thyssen Krupp,6. Toshiba 7. Schindler as the Owner/Developer may decide. There shall be four elevators.



हवल-१०		
१२५१४	११०	२००
२०२०		



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ANNEXURE - D

Specifications and Amenities in/ appurtenant to the said Apartment

- STRUCTURE:** R. C. C. frame type structure with concrete/ masonry walls with internal gypsum plaster
- FLOORING:** Vitrified Tiles
- KITCHEN :** Granite topped platform with stainless steel sink with drain board. 2ft high vitrified tile dado above platform
- TOILETS:** Skid resistant flooring/Designer Dado tile
- DOOR:** Seasoned wood doorframes and flush shutters to doors
- DOOR HARDWARE:** Anand or equivalent
- WINDOWS:** Aluminium windows
- ELECTRICALS:** Concealed electrification with copper wiring with appropriate electrical points
- PLUMBING:** Concealed plumbing with premium quality sanitary ware of Kohler or equivalent and plumbing fixtures of Jaquar or equivalent
- ATTACHED Balcony:** Skid resistant vitrified tile flooring.
- PAINTS :** Acrylic Emulsion on internal walls; cement paint on external wall and polish on door frames.

One Covered Car Parking space earmarked by the Owner/Developer for the use and benefit of the Apartment Holder (as an amenity/benefit confined to the said Apartment/said premises).



हवेली-१०		
१२५५४	९९९	१००
२०२०		

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ANNEXURE - G



HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED
www.hdfc.com

11-MAR-20

INORBIT MALLS (INDIA) PRIVATE LIMITED
RAHEJA TOWER, PLOT NO C-30
BLOCK G, OPPOSITE SIDBI
MUMBAI
MAHARASHTRA 400051

Sub : Release / No Objection to the sale of Unit 502 in Building T8 in favour of Kalim Mohamed Khalil Shaikh in Project Raheja Vistas - T8 located at Survey 37/3, Mohammadwadi, NIBM Road, Pune, Maharashtra.

Dear Sir,

This is with reference to your letter dated 06-MAR-20 informing HDFC regarding the sale of the above mentioned unit to Kalim Mohamed Khalil Shaikh (the Purchaser) and your request for the NOC for sale and release of HDFC's charge on the unit.

Please note HDFC has perused your request and is agreeable to you selling the above mentioned unit and hereby releases its rights claims, interest and charge over the said Unit 502 in Building T8 admeasuring about 779.31 SQ.FT. carpet area in Project Raheja Vistas - T8, a Project financed by HDFC.

This NOC is subject to balance sales consideration (excluding TDS as applicable) being transferred/deposited into to Escrow Bank Account No. 57500000390621 held with HDFC Bank Limited.

Please also note that the sale of the above mentioned unit would/will not affect the charge of all other flats/units including the land and construction thereon created in favour of HDFC Limited.

faithfully ,

VT SUB-REG

ANNEXURE - G



11-MAR-20

INORBIT MALLS (INDIA) PRIVATE LIMITED
RAHEJA TOWER, PLOT NO C-30
BLOCK G, OPPOSITE SIDBI
MUMBAI
MAHARASHTRA 400051

Sub : Release / No Objection to the sale of Unit 502 in Building T8 in favour of Kalim Mohamed Khalil Shaikh in Project Raheja Vistas - T8 located at Survey 37/3, Mohammadwadi, NIBM Road, Pune, Maharashtra.

Dear Sir,

This is with reference to your letter dated 06-MAR-20 informing HDFC regarding the sale of the above mentioned unit to Kalim Mohamed Khalil Shaikh (the Purchaser) and your request for the NOC for sale and release of HDFC's charge on the unit.

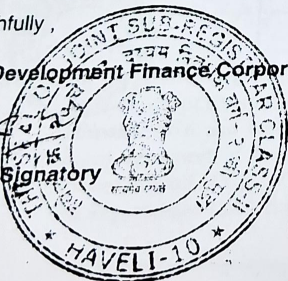
Please note HDFC has perused your request and is agreeable to you selling the above mentioned unit and hereby releases its rights claims, interest and charge over the said Unit 502 in Building T8 admeasuring about 779.31 SQ.FT. carpet area in Project Raheja Vistas - T8, a Project financed by HDFC.

This NOC is subject to balance sales consideration (excluding TDS as applicable) being transferred/deposited into to Escrow Bank Account No. 57500000390621 held with HDFC Bank Limited.

Please also note that the sale of the above mentioned unit would/will not affect the charge of all other flats/shops/units including the land and construction thereon created in favour of HDFC Limited.

Yours faithfully ,

Housing Development Finance Corporation Limited



11-80		
9298	938	200
2020		

Authorized Signatory



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :
P52100024187

Project: **T8 named LUXURIANT Phase 2 of Raheja Reserve being Buildings T7 T8 T9 T10 in RV Premier@lot**
Bearing / CTS / Survey / Final Plot No.: **S.No.27/4 and other parts of land at MOHAMMADWADI, Haveli, Pune,**
411060;

1. **Inorbit Malls (India) Private Limited** having its registered office / principal place of business at Tehsil: **Andheri,**
District: **Mumbai Suburban, Pin: 400051.**

2. This registration is granted subject to the following conditions, namely:-

- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of 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 promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from **24/01/2020** and ending with **31/03/2025** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

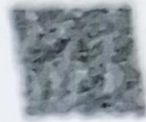
3. If the above mentioned conditions are not complied by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted therein, as per the Act and the rules and regulations made there under.



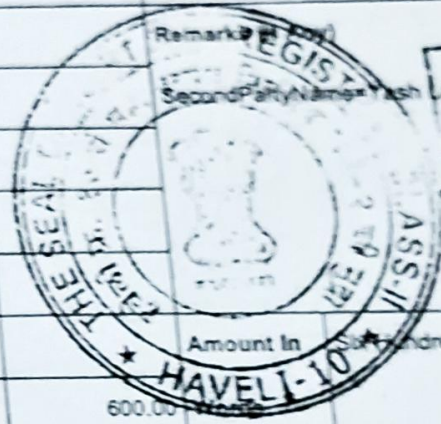
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२०२०		

Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date:24-01-2020 10:32:50

CHALLAN
MTR Form Number-8



Barcode		Date	Form ID
Inspector General of Registration		Payer Details	
Stamp Duty		TAX ID / TAN (if Any)	
Registration Fee			
Office Name: HAVELI-10 JOINT SUB REGISTRAR		हवेल-१०	
Location: PUNE		१५१४ १५५ २००	
Period: 2020-2021 One Time		२०२०	
Account Head Details			
Stamp Duty	Amount		
Registration Fee	100.00		
Town/City/District		Pune	
PIN		4 1 1 0 6 0	
Remarks		हवेल-१०	
Second Party Name		१६६६ ९ ३५	
Amount In		२०२०	
Total		600.00	



Payment Details		BANK OF MAHARASHTRA		FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN	Ref. No.	02300042020080858009	202218522490
Cheque/DD No.		Bank Date	RBI Date	08/08/2020-13:32:35	Not Verified with RBI
Name of Bank		Bank-Branch		BANK OF MAHARASHTRA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	



पुणे महानगरपालिका

वांधकाम विकास विभाग शिवाजीनगर, पुणे-४११ ००५

APPENDIX H

PART OCCUPANCY CERTIFICATE (PART - VI) TOWER 7 & B FULL

OCC No. 1 OCC/1067/23

Date : 25/01/2024

PUNE MUNICIPAL CORPORATION	CASE NO.	MHW/0007/10	OCN NO.	OCN/1226/23 / 24/11/2023	CC NO.	CC/1817/23 / 27/10/2023
	SITE DETAILS					
	PETH/T.P. SCHEME	Mohammadwadi	SURVEY NO.	5.No.37,H.NO.3+4(PLOT B), 5.No.27,H.NO.1B+2+3(PLOT A) &		
	VILLAGE	Mohammadwadi	FINAL PLOT NO	H.NO.4 + 5, 5.No.25,H.NO. 4(P),5.No.26, H.NO (1+ 9A)+(2A+2B)		
	SOCIETY	VISTA PHASE IV	PLOT NO.			
	C.T.S.NO		HISSA NO.			

To,

1. Owner: CAVALCADE PROPERTIES PVT LTD
2. Architect : RAHUL R. MALVADKAR

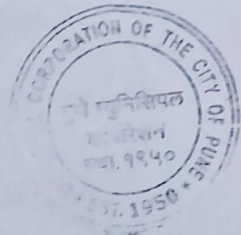
Sir,

The PART development work / erection re-erection / or alteration in of building / part on the above mentioned site is completed under the supervision of RAHUL R. MALVADKAR Architect License No.(CA/93/15629) may be occupied on the following conditions.

- 1 Building T 7
- 2 Ground Floor – Parking
- 3 P 1 to P 4 – Parking.
- 4 Podium Ground – Flat No. 001, 002, 003, 004, 005, 006 = 06 Flats.
- 5 1st Floor – Flat No. 101, 102, 103, 104, 105, 106 = 06 Flats.
- 6 2nd Floor – Flat No. 201, 202, 203, 204, 205, 206 = 06 Flats.
- 7 3rd Floor – Flat No. 301, 302, 303, 304, 305, 306 = 06 Flats.
- 8 4th Floor – Flat No. 401, 402, 403, 404, 405, 406, Refuge Area = 06 Flats & Refuge Area.
- 9 5th Floor – Flat No. 501, 502, 503, 504, 505, 506 = 06 Flats.
- 10 6th Floor – Flat No. 601, 602, 603, 604, 605, 606 = 06 Flats.
- 11 7th Floor – Flat No. 701, 702, 703, 704, 705, 706 = 06 Flats.
- 12 8th Floor – Flat No. 801, 802, 803, 804, 805, 806 = 06 Flats.
- 13 9th Floor – Flat No. 901, 902, 903, 904, 905, 906, Refuge Area = 06 Flats & Refuge Area.
- 14 10th Floor – Flat No. 1001, 1002, 1003, 1004, 1005, 1006 = 06 Flats.
- 15 11th Floor – Flat No. 1101, 1102, 1103, 1104, 1105, 1106 = 06 Flats.
- 16 12th Floor – Flat No. 1201, 1202, 1203, 1204, 1205, 1206 = 06 Flats.
- 17 13th Floor – Flat No. 1301, 1302, 1303, 1304, 1305, 1306 = 06 Flats.
- 18 14th Floor – Flat No. 1401, 1402, 1403, 1404, 1405, 1406, Refuge Area = 06 Flats & Refuge Area.
- 19 15th Floor – Flat No. 1501, 1502, 1503, 1504, 1505, 1506 = 06 Flats.
- 20 16th Floor – Flat No. 1601, 1602, 1603, 1604, 1605, 1606 = 06 Flats.
- 21 17th Floor – Flat No. 1701, 1702, 1703, 1704, 1705, 1706 = 06 Flats.
- 22 18th Floor – Flat No. 1801, 1802, 1803, 1804, 1805, 1806 = 06 Flats.

Page 1 of 3

अट - अधिकृत मान्य नकाशाचेरीज
अनुमतीची कोटेशन (उदा. मॉडिफाई अंदाजना
व डेव्हलपमेंट, पार्किंग बॉल, कलर अंदाज
अथवा अंदाजना वगैरे) कोटेशन (उदा. अंदाजना)
केवळ कोटेशन ही पूर्णपणे न देता सहाय्य
संपूर्ण कोटेशन कोटेशन पाठवण्यात येईल.
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- 23 19th Floor – Flat No. 1901, 1902, 1903, 1904, 1905, 1906, Refuge Area = 06 Flats & Refuge Area.
- 24 20th Floor – Flat No. 2001, 2002, 2003, 2004, 2005, 2006 = 06 Flats.
- 25 21st Floor – Flat No. 2101, 2102, 2103, 2104, 2105, 2106 = 06 Flats.
- 26 22nd Floor – Flat No. 2201, 2202, 2203, 2204, 2205, 2206 = 06 Flats.
- 27 23rd Floor – Flat No. 2301, 2302, 2303, 2304, 2305, 2306 = 06 Flats.
- 28 24th Floor – Flat No. 2401, 2402, 2403, 2404, 2405, 2406, Refuge Area = 06 Flats & Refuge Area.
- 29 25th Floor – Flat No. 2501, 2502, 2503, 2504, 2505, 2506 = 06 Flats.
- 30 26th Floor – Flat No. 2601, 2602, 2603, 2604, 2605, 2606 = 06 Flats.
- 31 27th Floor – Flat No. 2701, 2702, 2703, 2704, 2705, 2706 = 06 Flats.
- 32 Total 168 Flats for Building T 7 with Parking, 04th Floor, 09th Floor, 14th Floor, 19th Floor & 24th Floor Refuge Area.
- 33 Building T 8
- 34 Ground Floor – Parking
- 35 P 1 to P 4 – Parking.
- 36 Podium Ground – Flat No. 001, 002, 003, 004, 005, 006 = 06 Flats.
- 37 1st Floor – Flat No. 101, 102, 103, 104, 105, 106 = 06 Flats.
- 38 2nd Floor – Flat No. 201, 202, 203, 204, 205, 206 = 06 Flats.
- 39 3rd Floor – Flat No. 301, 302, 303, 304, 305, 306 = 06 Flats.
- 40 4th Floor – Flat No. 401, 402, 403, 404, 405, 406, Refuge Area = 06 Flats & Refuge Area.
- 41 5th Floor – Flat No. 501, 502, 503, 504, 505, 506 = 06 Flats.
- 42 6th Floor – Flat No. 601, 602, 603, 604, 605, 606 = 06 Flats.
- 43 7th Floor – Flat No. 701, 702, 703, 704, 705, 706 = 06 Flats.
- 44 8th Floor – Flat No. 801, 802, 803, 804, 805, 806 = 06 Flats.
- 45 9th Floor – Flat No. 901, 902, 903, 904, 905, 906, Refuge Area = 06 Flats & Refuge Area.
- 46 10th Floor – Flat No. 1001, 1002, 1003, 1004, 1005, 1006 = 06 Flats.
- 47 11th Floor – Flat No. 1101, 1102, 1103, 1104, 1105, 1106 = 06 Flats.
- 48 12th Floor – Flat No. 1201, 1202, 1203, 1204, 1205, 1206 = 06 Flats.
- 49 13th Floor – Flat No. 1301, 1302, 1303, 1304, 1305, 1306 = 06 Flats.
- 50 14th Floor – Flat No. 1401, 1402, 1403, 1404, 1405, 1406, Refuge Area = 06 Flats & Refuge Area.
- 51 15th Floor – Flat No. 1501, 1502, 1503, 1504, 1505, 1506 = 06 Flats.
- 52 16th Floor – Flat No. 1601, 1602, 1603, 1604, 1605, 1606 = 06 Flats.
- 53 17th Floor – Flat No. 1701, 1702, 1703, 1704, 1705, 1706 = 06 Flats.
- 54 18th Floor – Flat No. 1801, 1802, 1803, 1804, 1805, 1806 = 06 Flats.
- 55 19th Floor – Flat No. 1901, 1902, 1903, 1904, 1905, 1906, Refuge Area = 06 Flats & Refuge Area.
- 56 20th Floor – Flat No. 2001, 2002, 2003, 2004, 2005, 2006 = 06 Flats.
- 57 21st Floor – Flat No. 2101, 2102, 2103, 2104, 2105, 2106 = 06 Flats.
- 58 22nd Floor – Flat No. 2201, 2202, 2203, 2204, 2205, 2206 = 06 Flats.
- 59 23rd Floor – Flat No. 2301, 2302, 2303, 2304, 2305, 2306 = 06 Flats.
- 60 24th Floor – Flat No. 2401, 2402, 2403, 2404, 2405, 2406, Refuge Area = 06 Flats & Refuge Area.
- 61 25th Floor – Flat No. 2501, 2502, 2503, 2504, 2505, 2506 = 06 Flats.
- 62 26th Floor – Flat No. 2601, 2602, 2603, 2604, 2605, 2606 = 06 Flats.
- 63 27th Floor – Flat No. 2701, 2702, 2703, 2704, 2705, 2706 = 06 Flats.
- 64 Total 168 Flats for Building T 8 with Parking, 04th Floor, 09th Floor, 14th Floor, 19th Floor & 24th Floor Refuge Area.

अट- भविष्यत मान्य नकाशादेवीज कोषाधीही बांधकामे (उदा. मासिनल अंतर्गत य देवेतयार रोड, फाटीसन बॉल, कलन अंतर नेट उलगू पावोन बंधिता करणे इत्यादी) वेळोवेळ कोषाधीही पूर्णत्वा व देता अखरी संपूर्ण अंतिमपुन बांधकाम पाठण्यात येईल. य त्यासाठी वेळोवेळ सर्व फ्लॅट धारक/मालक बांधकाम वसूल करण्यात येईल.

