

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made and executed at Pune this _____ day of _____, 2023

BETWEEN

M/S. SAI PROMOTERS, A Partnership firm registered under the provision of Indian Partnership Act, 1932, having its Office at "SENTOSA PRIDE" S. No. 16/2, Near Balaji Temple, Village Punavale, Taluka Mulshi, District Pune 411033, PAN : ADYFS6458B and hereinafter referred to as the "**PROMOTERS/OWNERS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors-in title, administrators and permitted assigns) through its duly authorized Partner **MR. KAILASH HARILAL HINDUJA**, age 39 years.

.. OF THE ONE PART

AND

1. MRS. LEENA YOURAJ CHARDE.

Age 27 years, PAN : HGLPK6283B

2. YOURAJ ANANDRAO CHARDE.

Age 30 years, PAN-: BDHPC1022K

Residing at : Ambedkar ward Thana (Petrol Pump) Jawahar Nagar ,

Tal Dist - Bhandara Pin -441906

and hereinafter referred to as the "**ALLOTTEE/S**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators)

.. OF THE OTHER PART

WHEREAS the Promoters/Owners abovenamed are the Owners & in possession of the land otherwise well and sufficiently entitled all that piece and parcel of contiguous land bearing details as under ;

S. No.	Area Hectare - Ares
38/1/1	00 - 13.70
38/1/2	00 - 03
38/1/3	00 - 03
38/1/4	00 - 05.80

collectively admeasuring **00 Hectare 25.50 Ares** situated at village **Punawale** within the limits of Pimpri Chinchwad Municipal Corporation, Taluka Mulshi, District Pune, hereinafter referred to as the “**said Project Land**” and more particularly described in Schedule I written hereunder.

AND WHEREAS the Promoters/Owners herein acquired the said Project Land from its erstwhile Owners Smt. Bebitai Baban Kate and others vide Sale Deed dated 09/08/2019 duly registered at the Office of the Sub-Registrar Haveli No. 26 at Serial No. 13017/2019 on 14/08/2019 alongwith Confirmation Deed dated 02/12/2019 duly registered at the Office of the Sub-Registrar Haveli No. 26 at Serial No. 18855/2019.

AND WHEREAS the Pimpri Chinchwad Municipal Corporation (PCMC) issued Zone Certificate bearing No. NRV/KV/7/35/2019 dated 13/06/2019, the said S. No. 38 of Village Punawale falls under the ‘Residential Zone’ with **proposed** road widening for two 18-meter-wide roads and one road of 18-meter width and reservation No. 4/57 for Primary School (SS).

AND WHEREAS the permission for development of residential project has been obtained from the Chief Executive Engineer of Khadakwasla Dam Irrigation Authority for the said project vide its Order No. KHPV/PSH/4244 Year 2019, dated 26/06/2019 on the terms and conditions mentioned therein and such terms /conditions mentioned /agreed therein /thereunder shall be binding upon the parties hereto as also upon the Association of Allottee/s comprising of the Apartment holders in the project.

AND WHEREAS the Hon’ble Collector of Pune, Revenue Branch vide order dated 20/09/2021, bearing No. 42B/LAND/NA/SR/67/2021, permitted Non-Agricultural use of the said Project land for residential purposes under section 44 of the Maharashtra Lands Revenue Code, 1966.

AND WHEREAS the Pimpri Chinchwad Municipal Corporation (PCMC) has sanctioned the building layout and the plans for construction of the building for residential Units on the said entire project land vide Commencement Certificate No. B.P./PUNAWALE/48/2021, dated 28/07/2021 and revised Commencement Certificate No. B.P./PUNAWALE/93/2022, dated 23/12/2022. Authenticated copy is attached in **Annexure ‘C.’**

AND WHEREAS thus the Promoters/Owners being in possession of the said Project land as Owner thereof is entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoters/Owners propose to construct/ develop on the said Project Land a single residential high-rise building named and styled as “**SENTOSA EKAM**” (hereinafter referred to as the “**said Project**”) having Basement + Ground + 12 (Twelve) upper floors consisting of 105 number of self-contained residential units, as per plan sanctioned by P.C.M.C. vide Commencement Certificate SNo. B.P./ PUNAWALE/93/2022, dated 23/12/2022 upto 12 (Twelve) upper floors utilizing a presently sanctioned FSI/FAR of 10195.30 sq.mtrs. to be availed in the construction of the Project which is the subject matter of these presents along with a potential to construct/ develop upon/ over the proposed / existing Building such additional area on Ground + upper floors as may be sanctioned by PCMC as permissible further to be loaded thereupon by consuming and utilizing the proposed FSI/ FAR/ Potential.

AND WHEREAS the Promoters / Owners have registered the said project under the provisions of the Real Estate (Regulation and Development) Act 2016 with the Regulatory Authority under Registration No. P52100031773, dated 09/11/2021 as an ongoing project. Authenticated copy is attached in **Annexure ‘F.’**

AND WHEREAS the Allottee/s has/have applied for and pursuant to mutual negotiations and discussions is offered an Apartment/Unit bearing number **902** on the **9th** floor in the Building being constructed on the project land known as "**SENTOSA EKAM**", (hereinafter referred to as the said “**Building**”) by the Promoters/Owners;

AND WHEREAS the Promoters/Owners have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoters/Owners have appointed a structural Engineer for the preparation of the structural design and drawings of the said Building and the Promoters/Owners accept the professional supervision of the Architect and the structural Engineer till the completion of the building or as may be mutually agreed provided, however, that the Promoters/Owners reserve the right to change the said Architect and Structural Engineers at any time before the completion of the Project;

AND WHEREAS by virtue of the definitive documents the Promoters/Owners alone have the sole and exclusive right to sell the units in the said building to be constructed by the Promoters/Owners on the said project land and to enter into Agreement/s with the allottee(s)/s of the units to receive the sale price in respect thereof

AND WHEREAS on demand from the Allottee/s, the Promoters/Owners have given inspection to the Allottee/s of all the documents of title relating to the said Project land and the plans, designs and specifications prepared by Architects Messrs Dreamspace, Mr. Mahendra Thakur, Pune 411018 and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the Allottee/s hereby acknowledges that,

- i. the Promoters/Owners have disclosed all the necessary information at the time of booking as well as by display at the site;
- ii. The Promoters/Owners have disclosed /given inspection of all the documents about title to the land, encumbrances, Search and Title Report.
- iii. The date of Delivery of possession of the Apartment/Unit has been disclosed in clause (7) hereunder as well as the list of amenities and the facilities and common areas has been detailed in **Annexure - E**
- iv. The disclosure regarding the utilization FSI, TDR according to sanctioned plans and future proposed plans are detailed in recitals above.

AND WHEREAS the authenticated copies of 7/12 extracts of Village Forms VI and VIIand XII or any other relevant revenue record showing the nature of the title of the Promoters/Owners to the said Project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A'**.

AND WHEREAS the Promoters / Owners herein hold the ownership rights of the said Project Land and are fully entitled to develop and construct thereon and the facts and circumstances pertaining to the vesting of such rights of ownership of the Promoters / Owners are set out / disclosed in the Certificate of Title dated 22nd June 2021 issued by Adv. V. D. Abhyankar, a copy whereof is annexed hereto as **Annexure "B"**;

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

AND WHEREAS the authenticated copies of the plans of the building as proposed by the Promoters/Owners and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure D-2**.

AND WHEREAS the authenticated copies of the layout plan of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed hereto and marked **Annexure D-3**.

AND WHEREAS the Promoter/Owner shall implement the construction of the said apartment in accordance with the sanctioned / revised sanctioned building plans and specification, fixtures, fittings and amenities as agreed to and mentioned / enumerated in **Annexure -E** written hereunder (the said “SPECIFICATIONS” for short).

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

AND WHEREAS the Promoters/Owners have accordingly commenced construction of the said building in accordance with the said sanctioned plans.

AND WHEREAS the carpet area of the Apartment/ Unit in the Project shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s but includes the area covered by the internal partition walls of the apartment.

Explanation: The carpet area stated herein includes the area covered by the internal partition walls would mean walls which may be constructed of reinforced cement concrete (RCC) or plain concrete, plain bricks, reinforced bricks, clay terracotta, drywall concrete, blocks or any material and shall include as those being walls that are the partition within the internal area of the Apartment and also include the areas covered by the internal columns attached to the walls / pillars.

For the purpose of this clause the exclusive balcony/ terrace/ verandah as the case may be which is appurtenant to the net usable area of an Apartment meant for the exclusive use of the Allottee/s.

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

AND WHEREAS prior to the execution of these presents the Allottee/s has/have paid to the Promoters / Owners a sum of **Rs. 1,00,000/- (Rupees One Lakh Only)**, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoters / Owners to the Allottee/s as advance payment / Earnest Money Deposit / Holding Amount / Application Fee (both hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoters / Owners the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS in terms of the provisions of Section 13 of the said Act the Promoters / Owners are required to execute a written Agreement for sale of said Apartment with the Allottee/s, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

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

1. The Promoters / Owners shall construct / develop on the said Project Land a single residential high-rise building named and styled as "**SENTOSA EKAM**" (hereinafter referred to as the "said Project") having Basement + Ground + 12 (Twelve) upper floors consisting of 105 number of self-contained residential units, as per Plans sanctioned by P.C.M.C. vide Commencement Certificate No. B.P./PUNAWALE/93/2022, dated 23/12/2022 consuming, proposed FSI/ FAR/ Potential of 10195.30 sq.mtrs. along with a potential to construct/ develop upon/ over the proposed / existing building such additional area on Ground + upper floors as may be sanctioned as permissible further to be loaded thereupon by consuming and utilizing the proposed FSI/ FAR/ Potential on the said project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

1(a)

(i) The Allottee/s hereby agree/s to purchase from the Promoters / Owners and the Promoters / Owners hereby agree to sell to the Allottee/s Apartment / Unit No **902** of the type **2 BHK** of carpet area admeasuring **59.87** sq. mtrs., on the **9th** floor of the project/building known as "**SENTOSA EKAM**" (hereinafter referred to as "the **Apartment/Unit**") and described in Schedule "II" attached hereto along with the usable floor area of the enclosed balcony admeasuring **2.77** sq. mtrs. and attached exclusive terrace admeasuring **7.28** sq. mtrs as shown in the Floor plan thereof hereto annexed and marked **Annexures D-3** for the lump sum consideration of **Rs. 49,83,000/- (Rupees Forty Nine Lakhs Eighty Three Thousand Only)**, inclusive of the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/ areas and facilities which are more particularly described in the **Annexure – E** annexed herewith.

(ii) The Promoters have at the request of the Allottee/s and as per availability

allocated/allotted without any additional consideration Open Parking area 9.29sq.mtrs. designated for the use of the holder/ Allottee of the said Unit.

1(b)

The total aggregate consideration amount for the apartment is Rs. **Rs. 49,83,000 /**

(Rupees Forty Nine Lakhs Eighty Three Thousand Only). It is reiterated by the parties that no consideration has been charged for the allocated open car parking space. The Allottee/s hereby agree and affirm that he/she/they have no objection to the allocation of the open parking space to him/her/them and/or to the other Allottees in the said project subject to the applicable rules & regulations.

The Allottee/s hereby agree and affirm that he/she/they have no objection to the allocation of the open parking space to him/her/them and/or to the other Allottees in the said project subject to the applicable rules & regulations. The Allottee/s hereby agree/s to pay to the Owners/Promoters the amount of purchase consideration of **Rs. 49,83,000/- (Rupees Forty Nine Lakhs Eighty Three Thousand Only)** in the following manner: -

PAYMENT SCHEDULE	
Stage of Work	% of Payment
On Booking or before registration	05%
after Registration within 15 days	20%
On Plinth Completion	10%
On completion of 1 st Slab	5%
On completion of 2 nd Slab	5%
On completion of 4 th Slab	5%
On completion of 6 th slab	5%
On completion of 8 th Slab	5%
On completion of 10 th Slab	5%
On completion of 12 th Slab	5%
On completion of 12 th Terrace Slab	5%
On completion of said Apartment's Brick work	5%
On completion of said Apartment's Internal Plaster	5%
On completion of said Apartment's External Plaster	5%
On completion of said Apartment's Tiling	5%
At the time of possession of said Apartment	5%
Total	100%

1(c)

IT IS EXPRESSLY AGREED THAT FOR EACH OF THE PAYMENTS PAYABLE TO THE PROMOTERS/ OWNERS ON ANY ACCOUNT WHATSOEVER, TIME IS THE ESSENCE OF THE CONTRACT.

It is made clear and agreed by and between the parties hereto that the Promoters/Owners shall not be bound to follow the chronological order of any of the above said stages/installments and that the Promoters/Owners shall be completely at liberty to choose the chronology of the respective stages of the construction. The Promoters/Owners are also entitled to merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment.

- 1(d) In case agreed sale price of the said Apartment is more than Rs.50,00,000/-, the Allottee/s herein shall be obliged to deduct “TDS” @1% and make payment of the same to the Income Tax Authorities and the Promoters/Owners herein shall be eligible to receive credit for such TDS deduction.
- 1(e) Provided however that any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law/s or future modifications/enactments while making payment towards the consideration payable to the Promoters / Owners under this Agreement shall be acknowledged / credited to the Allottee/s account by the Promoters / Owners only upon the Allottee/s duly submitting the original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. AND Provided further that at the time of handing over the possession of the Apartment, if any such certificate is/has not been so produced/provided by the Allottee/s, the Allottee/s shall be obligated to tender / pay to the Promoters / Owners an equivalent amount as interest free deposit to the Promoters, which deposit shall be refunded by the Promoters / Owners on the Allottee/s duly furnishing such certificate within 4 months of the date of possession and in the event the Allottee/s fails to furnish such certificate within the stipulated period of 4 months the Promoters / Owners shall be entitled to appropriate the said Deposit against the amount receivable from the Allottee/s and the Allottee/s shall have no claim thereupon thereafter.
- 1(f) It is confirmed by the Allottee/s that the Promoters / Owners have taken all requisite permissions, sanctions and approvals from the Competent Development Authorities under the prevailing Laws/ Rules and accordingly they have commenced the construction and development works. It is conveyed by the Promoters / Owners to the Allottee/s that the construction work of the said Apartment/ Unit is required to be completed by the Promoters, by using and utilizing the consideration payments and other charges agreed to be paid by the Allottee/s, strictly in terms of and in accordance with the Payment Schedule under this Agreement. On completion of the specified stage of construction, the Promoters shall raise the payment demand letter to the Allottee/s, as prescribed in this Agreement and which shall be sent/forwarded to Allottee/s via recorded dispatch. The prescribed period for payment of required amounts shall be 15 days from receipt of such payment demand letter by any medium of recorded dispatch/email. Any period of delay beyond these 15 days shall be considered as delay on part of Allottee/s for paying the due consideration amounts. It is also understood by the Allottee/s that it is his/her/their sole obligation and lawful duty to pay the agreed consideration, strictly as per prescribed schedule, as it is well understood by the Allottee/s that non-payment of agreed

consideration on agreed time may delay the construction work schedule. The date of possession mentioned in clause 7 hereunder in this Agreement is completely based upon the timely payment by the Allottee/s, along with all the applicable charges and taxes. It is therefore acknowledged and agreed by the Allottee/s that any delay in payment of any prescribed payment schedule shall automatically postpone the period of possession by period of delay in payment on part of the Allottee/s and the Allottee/s shall be solely liable for the consequences of delay in construction arising there from and in such case the Allottee/s shall be solely responsible for reimbursing such damages thereby suffered by the Promoters.

1(g) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Apartment.

1(h) The total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters / Owners shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

1(i) The Promoters / Owners shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the building is complete and the Completion Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three to four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters / Owners. If there is any reduction in the carpet area within the defined limit then Promoters / Owners shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoters / Owners shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(j) The Allottee/s authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in their sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoters to adjust his payments in any manner.

2.

- 2.1 The Promoters / Owners hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the Apartment. The Allottee/s shall thereafter be obligated to adhere to all terms and conditions of user imposed therein.
- 2.2 Time is of essence for the Promoters/Owners as well as the Allottee/s. The Promoters/Owners shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the association of the allottees after receiving the completion certificate, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 (b) herein above. (“Payment Plan”).

3. The Owners/Promoters hereby declare that the Floor Space Index available as ondate in respect of the said project land is 10,200 sq. mtrs. only and Promoters have planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI / ancillary FSI as permissible in the Unified Development Control and Promotion Regulation for Maharashtra state 2020 or any increased FSI which may be available in future on modification to Unified Development Control and Promotion Regulation for Maharashtra state 2020 which are applicable to the said Project. The residual FAR (FSI) in the Project land not consumed will be available to the Owners/Promoters only. It is further expressly agreed by and between the parties that if the permitted Floor Space Index or density is not consumed in the building being put-up and / or at any time further construction on the said Project Land on the higher floor is allowed, the Promoters shall also have the right to put additional storeys and / or consume the balance Floor Space Index in any manner the Owners/Promoters may deem fit either on the said Project Land and /or any other land of the Owners/Promoters, subject, however to the necessary permission of the concerned local authorities in that behalf and same is allowed to be dealt with or disposed off in the manner the Owners/Promoters choose. The Owners/Promoters have accordingly

disclosed the Floor Space Index of 10195.30 as proposed to be utilized by him on the said Project Land in the said Project and Allottee/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Owners/Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Owners/Promoters only.

4. The Promoters/Owners hereby agree that they shall, before handing over possession of the Apartment to the Allottee/s and in any event before execution of a Conveyance Deed of the said structure of the said Building in favour of Association of Allottee/s to be formed by the Promoters comprising of the Allottee/s of Apartments in the building to be constructed on the said project land which may be a "Condominium of the Apartment Holders/ Co-operative Housing Society Ltd/ a Limited Company" as the Promoters may in their sole discretion opt (hereinafter also referred to as the Association of the Allottee/s) make full and true disclosure of the nature of his title to the said structure of the said Building as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said structure of the said Building, and shall, as far as practicable, ensure that the said structure of the said building is free from all encumbrances and that the Promoters/Owners have absolute, clear and marketable title to the said structure of the said building /Project Land.

5.

- 5.1 The Allottee/s (without prejudice to the Promoters' other rights and remedies for the Allottee's default) agrees to pay to the Promoters interest at the rate of then prevailing State Bank of India Prime Lending Rate (PLR) plus 2% (two per cent) per annum on all the amounts which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoters /Owners.
- 5.2 Without prejudice to right of Promoters /Owners to charge the interest in terms of sub clause (5.1) above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing default of payment of installments, the Promoters shall be entitled at their own option, to terminate this Agreement:
- 5.3 Subject to force majeure circumstances or reasons beyond the control If the Promoters fail to abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s, the Promoters agree to pay to the Allottee/s,

who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession.

PROVIDED THAT, Promoters / Owners shall give notice of fifteen days in writing to the Allottee/s by Registered Post AD at the address provided by the Allottee/s and/or email at the email address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement and upon termination of this Agreement the Promoters, shall be at liberty to dispose of and sell the Apartment to such person and at such price as the Promoters may in their absolute discretion think fit.

FURTHER PROVIDED THAT upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee/s subject to appropriation/ adjustment and recovery of an agreed liquidated damages of an amount equivalent to 10% of the agreed sale / purchase price of the said Unit (which shall stand forfeited) and to refund the balance (after deducting the applicable Stamp Duty, GST, Government levies and relevant administrative charges therefrom) without interest to the Allottee/s.

6. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like brand or equivalent to be provided by the Promoters / Owners in the said building and the Apartment are those that are set out in Annexure 'E' annexed hereto.

7. The Promoters/Owners shall give possession of the Apartment to the Allottee/s on or before 31st December, 2025. If the Promoters fail or neglect to give possession of the Apartment to the Allottee/s except on account of reasons beyond their control and that of their agents, i.e. force majeure circumstances, by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the Apartment with interest at the same rate as may mentioned in the clause 5 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid. Notwithstanding anything contained to the contrary hereinabove the Promoters/Owners shall at their option be entitled to complete and deliver the possession of the Apartment to the Allottee/s prior to the aforesaid scheduled date and the Allottee/s shall not be entitled to deny or disclaim the same on any grounds.

PROVIDED THAT the Promoters / Owners shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

- (i) non-availability of steel, other building material, water or electric supply;
- (ii) war, civil commotion or act of God;
- (iii) onset of Epidemic / Pandemic (as declared by World Health Organization) and resultant order / notification issued by the Government for shutdown, lockdown and/or curfew.
- (iv) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (v) Delay in grant of any NOC/permission/license/ connection installation of any services such as lifts, electricity & water connections & meters to the scheme/unit /road NOC or completion certificate from Appropriate Authority the Promoters/Owners having complied with all requirements.
- (vi) Delay by local authority in issuing or granting necessary plinth checking completion or Occupation Certificate, the Promoters/Owners having complied with all requirements.
- (vii) Delay or default in payment of dues by the Allottee/s under these presents (without prejudice to the right of Promoters/Owners to terminate this agreement under clause mentioned herein).

Notwithstanding anything contained to the contrary herein it is hereby stipulated and agreed that due to the force majeure circumstances occasioned by the COVID 19 situation ongoing in the country there are certain entitlement & extensions available/granted under the various applicable laws and statutes and/or ordained from time to time and which the Promoters/Owners shall, if warranted and applicable, avail.

8.

8.1 PROCEDURE FOR TAKING POSSESSION - The Promoters/Owners, upon obtaining the Completion certificate from the competent authority shall offer the possession of the Apartment to the Allottee/s in writing within 7 days of receiving such Completion certificate of the Project and upon the entire payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment to the Allottee/s in terms of this Agreement to be duly taken by the Allottee within 15 days from the date of issue of such notice. The Promoters/Owners agree and undertake to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters/Owners. The

Allottee/s agree(s) to pay the maintenance charges as determined by the Promoters or association of allottees, as the case may be.

- 8.2 The Allottee/s shall take possession of the Apartment within 15 days of the Promoters/Owners giving written notice to the Allottee/s intimating that the said Apartments are ready for use and occupation.
- 8.3 **FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF APARTMENT :** Upon receiving a written intimation from the Promoters/Owners as per clause 8.1, the Allottee/s shall take possession of the Apartment from the Promoters/Owners by tendering the balance unpaid consideration and all the dues in terms of the contract and duly execute necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters/Owners shall give possession of the Apartment to the allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 8.1 such Allottee/s shall without prejudice to the Promoters' other rights and remedies for default on the part of the Allottee/s, continue to be liable to pay maintenance charges as applicable alongwith interest on the outstanding amounts payable by the Allottee/s against possession.
- 8.4. **THE ALLOTTEE/S SHALL AT THE TIME OF RECEIVING POSSESSION ;**
- Execute the acknowledgement of receipt of possession of the Unit, its area, its construction quality, workmanship as well as the satisfaction regarding quality of services, the said acknowledgement shall also include the details regarding verification of area.
 - Allottee/s shall also execute the necessary indemnities and undertaking regarding overall maintenance of the Unit and the building, payment of contributions to the condominium or Society of Allottee/s, maintenance and upkeep of the common amenities, facilities and areas.
- 8.5 If within a period of five years from the date of handing over the Unit/Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoters/Owners any structural defect in the Unit or the building in which the Unit is situated or the material used therein, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoters/Owners compensation for such defect or change. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory

Authority, be referred for decision to Adjudicating Officer appointed under section 71(1) of the Real Estate (Regulation and Development) Act 2016.

**PROVIDED HOWEVER NOTWITHSTANDING THE ABOVE IT IS AGREED
BETWEEN THE PARTIES THAT :**

- (i) The Allottees' of the units in the building shall not carry out any alterations of whatsoever nature in the said Unit / building and in specific the structure of the said unit/ building of the said Project/ Scheme which shall include but not be limited to columns, beams etc. or in the fittings therein, particularly if it is hereby agreed that the Allottee/s shall not make any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water. If any of such works are carried out without the written consent of the Promoters, the defect liability on the part of the Promoters/Owners shall automatically become void and stand extinguished. The word defect herein shall mean only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoters/Owners, and shall not mean and include defect/s caused by normal wear and tear and/or by the negligent use of the Unit /s by the respective Allottee/s/Occupants, vagaries of natureetc.
- (ii) That it shall be incumbent upon the Allottee/s to maintain his/ her/ their Unit in a diligent manner and take all due care necessary for the same including but not limited to the regularly filling of the joints in the tiles fitted in his/her/their Unit with white cement/ epoxy or appropriate material to prevent water seepage, etc.

Further where the manufacture warranty as shown by the Promoters/Owners to the Allottee/s expires before the stipulated defect liability period and such warranties are covered under the maintenance of the said Unit/ building and should the annual maintenance contracts not be renewed by the Allottee/s and/or Association of Allottee/s the Promoters/Owners shall not be responsible for any defects occurring due to the same.

- (iii) That the Project/Scheme as a whole has been conceived, designed and constructed based on the commitment and warranties given by the Vendors/ Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it to be sustainable and proper working condition to continue warranty in both the Units and the common project amenities wherever applicable.

- (iv) That the Allottee/s has/have been made aware and the Allottee/s expressly agree/s that the regular wear and tear of the unit/building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to substantial variation in temperature and which do not amount to structural defects and hence cannot be attributed to either faulty workmanship or structural defect.
- (v) It is further expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a Nominated Surveyor who shall inspect and assess the same and shall thereupon submit a written report to signify the defects in materials used in the structure of the unit/building built and, in the workmanship, executed keeping in mind the aforesaid terms agreed upon.

9. The Allottee/s shall use the Unit or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking the Allottee's own vehicle.

10. THE SAID UNIT IS AGREED TO BE SOLD SUBJECT TO :

- 10.1. Any scheme or reservation affecting the said Project Land or any part or parts thereof made or to be made by any Authority concerned including the terms covenants stipulations and conditions contained in the Agreement/s relating to the said Project Land.
- 10.2. Its present permitted user as residential and/or other permissible users.
- 10.3. Any relevant and necessary covenants as may be stipulated by the Promoters/Owners for the more beneficial and optimum use and enjoyment of the said project land (i.e. the said project land together with the building thereon) in general and for the benefit of any class of holders of any unit/s and other unit/s as the case may be or any part thereof including the absolute and irrevocable right of the Promoters/Owners to exclusively and absolute use and utilize as above enumerated the benefit of any enhanced FSI/FAR or to absorb and consume the TDR rights acquired on any portion/s of the said project land.
- 10.4. All rights of water, drainage, water course, light and other easement and quasi or reputed easements and rights of adjoining land Owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The Promoters/Owners shall notbe required to show the creation of or define or apportion any burden.

- 10.5. All the covenants and conditions ensuring for the benefit of the person/s as contained in the Agreement/s made between them and/or the Promoters/Owners, the said Order/s passed under the Ceiling Act, Order of layout and/or sub-division relating to the said Project Land, Order of conversion and all terms and conditions stipulated by the Promoters/Owners in respect of the common areas and facilities and amenities to be provided for the benefits of the said project land or any part/s thereof.
- 10.6 The Promoters/Owners have duly intimated to the Allottee/s that as per prevailing Development Control Rules and Regulations, mandatory REFUGE AREAS are marked in each Building and the said spaces are kept open for assembly of all residents from floors from the building in case of unexpected accidental or troublesome incidences or casualty. Such assembly areas / points are at all times required to be kept open and unoccupied by all Allottees, including Allottee/s under this Agreement. The Allottee/s along with other Allottees shall maintain these spaces at their own responsibility and efforts. Immediately after formation of the Unit association and / or after formation of the Ad-HOC Body / Management Body for the said condominium /association / society, the responsibility of management and maintenance of these spaces shall vest upon the Unit association / society and such Association of Allottees shall be solely responsible to manage and maintain the spaces at their own cost, responsibility and risks, without making the Promoters/Owners anyway liable or responsible for the same. No Allottee is allowed or permitted to dump or store any material in these areas and the Refugee Areas of prescribed floors from the said Building has to be vacant and open for all time.
- 10.7. The Promoters/Owners have intimated the Allottee/s that the project may at the Promoters/Owners discretion and in view of certain sanctions in respect of the additional upper floors on the building being constructed and/or proposed to be constructed will receive sanctions from time to time and thereupon be duly implemented accordingly. The Allottee/s have accorded their specific and irrevocable consent and concurrence thereto and further agree that they shall not interfere or hinder in the said development and shall indemnify and keep harmless the Promoters/Owners from and against any loss or damage suffered by the Promoters/Owners as a consequence of the Promoters/Owners being denied or deprived of such lawful and legitimate rights.
- 10.8. The said Unit shall be subject to all the following conditions: (each/either applicable in the context of the specific sale)

- a. The access to the individual apartments shall be as per the sanctioned plan and/or revised plan from time to time.
- b. Air- Conditioners shall be fixed in the space provided by the Architect of the Promoters/Owners and location of the air-conditioners shall be restricted to the above-mentioned space only.
- c. The elevations and finishing material of the building both externally and internally will not be permitted to be changed under any circumstances.
- d. Construction of lofts and other civil changes done internally shall besides being at the risk and cost of the Allottee/s shall not damage the basic R.C.C. structure and such changes shall only be implemented only after prior written consent of the Promoters/Owners and the R.C.C Consultants.
- e. The said Apartment / Unit shall solely be utilized for the purpose of permitted legal use only and no other activity of any kind would be permitted therein and he/she/they shall use the open /sheltered /covered parking space as herein allotted only for purpose of keeping or parking the Allottee's own vehicle viz car/2 wheeler. It is specifically made clear that any 3-wheelers/tempo/commercial vehicle of any kind, shall not be parked in the said residential parking area;
- f. The Promoters/Owners shall, in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement have first lien and charge on the said Apartment /Unit agreed to be purchased by the Allottee/s.
- g. No sign board/s, neon sign boards or electronic board/s will be permitted to be displayed in any place in the compound or in any of the open space or on the top of any building, as all such open spaces.
- h. The Construction of chimneys, hanging telephone wires and broadband connections, electric connections, connections for computer devices which require external wiring cables, lines, dish antennas will not be permitted to be installed except in the manner prescribed by the Promoters/Owners in writing.
- i. The installation of any grills or any doors shall only be as per the form prescribed by the Promoters/Owners Architect in writing.
If applicable
- j. No clothes shall be hung out for drying by the purchaser/s except within the Service Terrace/ Service Balcony.

11. The Allottee/s along with other allottee(s) of Units in the building shall join in forming and registering the Condominium, Society or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Condominium, Society or Limited Company and for becoming a member, including the bye-laws of the proposed Condominium or Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register the common organisation of Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the Deed of declaration, draft bye-laws, or the Memorandum and/or Articles of Association either for contractual, administrative, logistic or factual correction or as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

12. The Promoters / Owners shall, as aforesaid, for the formation and registration of the said legal entity (Association of Allottees) comprising of either as per discretion of the Promoters/Owners a Condominium of the Unit holders or a Co-operative Housing Society or a Company or any other legal entity of allottees for a said building and submit the application in that behalf to the Registrar for registration of the Co-operative Societies under the respective applicable laws i.e. the Maharashtra Apartment Ownership Act, 1970 or Maharashtra Co-operative Societies Act, 1960 or the Companies Act, 2013 or any other Competent Authority as the case may be, within three months from the date on which 51% (fifty one per cent) of the total number of allottees in such a building, have booked their Unit

13. The Promoters shall convey the project land and the building with absolute, clear and marketable title thereto (subject to their right to dispose of the remaining unsold Units, if any and to receive entire consideration in respect thereof) in favour of the said Co-operative Housing Society/Limited Company/ Legal Entity, within three months from the date of issue of Completion Certificate.

14. Within 15 days after notice in writing is given by the Promoters / Owners to the Allottee/s that the Apartment / Unit is ready for use and occupation, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment / Unit) of outgoings in respect of the said Project Land and Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Project Land and building. Until the

Condominium, Society or Limited Company is formed and the said structure of the building and the said Project Land is transferred to it, the Allottee shall pay to the Promoters such proportionate share of outgoings

- a. Maintenance amount for 12 months at Rs.4/- per sq.ft per month on total area or as maybe decided by the Owners/Promoters.
- b. This maintenance amount will be applicable for first 12 months only and it may be revised by the Promoters / said agency for further period. Allottee/s herein agrees that he / she / they will not demand any account of the same.
- c. The above arrangement/s will be applicable till the date of handing over the chargeof the said building/s to the Adhoc Committee / Association of Allottees OR 12 months from the date of possession /occupation whichever is earlier, and therefore any excess or deficit amount for the actual period as the case may be shall be payable or receivable by the Allottee/s on pro-rata basis and Allottee/s herein agree/s to and confirm/s to adhere to the same.
- d. The amounts so paid by the Allottee to the Owners/Promoters shall not carry any interest and remain with the Owners/Promoters until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the Condominium, Society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Owners/Promoters to the Condominium, Societyor the Limited Company, as the case may be. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the Owners/Promoters to terminate this Agreement in accordance with the terms and conditions contained herein.

15. THE PROMOTERS RESERVE THEIR RIGHT :

- a. To have the maintenance of the specified infrastructure and amenities to be provided by a separate Maintenance Company to prevent disruption and control costs;
- b. To provide services through a separate Services Company for uniform and continuous availability to the extent possible and to control costs;
- c. To appoint Property Maintenance Services or such other company or agencies to look after the maintenance management and servicing of any specified areas, amenities and services.

16. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Owners/Promoters, the following amounts:-

- (i) As applicable for share money, application entrance fee of the Condominium,Society or Limited Company/Federation/ Apex body.
- (ii) As applicable for formation and registration of the Condominium, Society or Limited Company/Federation/ Apex body.
- (iii) As applicable for proportionate share of taxes and other charges/levies in respect of the Condominium, Society or Limited Company/Federation/ Apex body
- (iv) As applicable for provisional contribution towards outgoings of the Condominium, Society or Limited Company/Federation/ Apex body for 12 months.

17. At the time of registration of conveyance of the Project Land and the structure of the building, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Condominium, Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the Project land and structure of the said Building.

18. All the liability of GST or other levy /cess applicable or imposed by any government authority on this contract shall be entirely borne and paid/reimbursed by the Allottee/s to the Promoters/Owners immediately on demand, time being of the essence. The Allottee/s shall make payment of GST and/or other tax applicable to the said Unit as and when it becomes due and payable at the rate prescribed by Law from time to time to the Owners/Promoters who shall thereupon make payment of the same to the Government as prescribed by Law. If, however, at any time hereafter, the rates of GST are increased or decreased by the Government, the amount payable by the Allottee/s to the Owners/Promoters under this Clause shall vary accordingly. In addition to the above, the Allottee/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge if any applicable such as / levy/ welfare or any fund / betterment tax /as are or as may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Unit by the Owners/Promoters to the Allottee/s before or after taking the possession of the said Unit as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Allottee/s shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Owners/Promoters, the Allottee/s shall be liable to reimburse the same together with interest accrued thereon to the Owners/Promoters and the Allottee/s hereby agree to indemnify and keep indemnified the Owners/Promoters from or against all loss or damage suffered or incurred by the Owners/Promoters as a result of non-payment by the Allottee/s of any such taxes, duties etc. It is also clarified between the parties hereto that the

input credit which the Promoters can avail of has as per the Allottee's entitlement already been passed on to the Allottee by the Promoters/Owners by reducing the consideration proportionately and the Allottee/s confirm/s the same.

19.

19.1 REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS :-

The Promoters/ Developers hereby represent and warrant to the Allottee/s as follows:

- i. The Promoters have clear and marketable title and/ or stake/ development rights with respect to the said Project Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Project Land and also has actual, physical and legal possession of the said Project Land for the implementation of the Project;
- ii. The Promoters/Owners have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the said Project Land or the Project except those disclosed herein and/or in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said Project Land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said building shall be obtained by following due process of law and the Promoters/Owners have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building and common areas;
- vi. The Promoters/Owners have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoters/Owners have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Project Land, including the Project

and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement;

- viii. The Promoters/Owners confirm that the Promoters are not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the Conveyance Deed of the Project Land alongwith the structure of Building to the association of allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the project to the Association of the Allottees;
 - x. The Promoters/Owners have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities upto the date of receipt of the Completion Certificate/ Occupation Certificate as the case may be;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Project Land) has been received or served upon the Promoters / Owners in respect of the said Project Land and/or the Project except those disclosed in the title report.
- 20.2 The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoters asfollows :-
- i. To maintain the Unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is situated or staircase or any passages which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment /Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to utilize common areas, passage areas, ducting etc. for any kind of storage purpose which may or may not create obstruction to other UnitAllottee/s.
 - iii. Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment /Unit is situated or storing of which

goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment /Unit is situated, including entrances of the building in which the Apartment /Unit is situated and in case any damage is caused to thebuilding in which the Apartment /Unit is situated or the Unit on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

- iv. To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoters/Owners to the Allottee/s provided that for the defect liability period such repairs shall be carried out by the Unit Allottee/s with the written consent and the supervision of the Promoters/Owners and shall not do or suffer to be done anything in or to the building in which the Unit is situatedor the Apartment / Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In theevent of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- v. Not to demolish or cause to be demolished the Apartment / Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment / Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment / Unit is situated and shall keep the portion, sewers, drains and pipes in the Apartment/Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment /Unit without the prior written permission of the Promoters / Owners and/or the Society or theLimited Company or Condominium of Unit Holders.
- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project Land and the building in which the Apartment /Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment /Unit in the compound or any portion of

the said Project Land and the building in which the Apartment /Unit is situated.

- viii. Without prior approval from all sanctioning authorities as well as the Promotors / Owners not to join two adjacent units and not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature contrary to the sanctioned plans in or to the structure or construction of the said Apartment /Unit.
- ix. Not to make any demand to change the existing plans and/or any changes in the plan of the premises annexed herewith. The Promoters/Owners shall not refund any amount for deleting items of specifications and amenities on request of the Allottee/s.
- x. Pay to the Promoters/Owners within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or for giving water, electricity or any other service connection to the building in which the Apartment /Unit is situated. Such deposits will lie with the Promoters /Owners interest free for the utilization of above purposes.
- xi. To bear and pay applicable and any increase in local taxes, water charges, electricity, meter deposit, transformer charges, insurance and such other levies or betterment charges, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, either due to any change or amendment in the law or on account of change of user of the Apartment /Unit by the Allottee/s to any purposes other than for purpose for which it is sold. Such amount until utilization shall lie as interest free deposits with the Promoters.
- xii. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee/s to the Promoters/Owners under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have intimated in writing to the Promoters/Owners and obtained the written consent of the Promoters/Owners for such transfer, assign or part with the interest etc.
- xiii. The Allottee/s shall observe and perform all the rules and regulations which the Condominium, Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be

made from time to time for protection and maintenance of the said building and the Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Condominium/Society/Limited Company regarding the occupation and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xiv. Till a conveyance of the land and structure of the building in which Unit is situated or the Deeds of Apartment (as the case may be) is executed in favour of Condominium/Society/Limited Society, the Allottee/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
- xv. The Promoters/Owners shall be liable to pay only the Municipal Taxes, as actual, in respect of the unsold units and other premises in their possession. As the unsold units will remain locked, unused and unoccupied, the Promoters for these unsold units shall pay to the Condominium of Unit Holders/Association of the Allottees /Society the token sum of Rs. 11/- (Rupees eleven only) per month towards the non-occupancy charges and other outgoings in respect of the unsold units till such time as they are sold and disposed off whereafter the prospective Allottee will undertake the liability of all such future payments thereof.

21. The Allottee/s hereby irrevocably consent/s and authorize/s the Promoters/Owners to represent him/her/them in all matters regarding property tax assessment and reassessment before the concerned Municipal Authorities and decisions taken by the Promoters/Owners in this regard shall be binding on the Allottee/s. The Promoters/Owners may till the execution of the Final Conveyance Deed represent the Allottee/s and his/her/their interest and give consent, NOC's and do all the necessary things in all departments of Municipal Corporation, Collectorate, Road, Water, Building Tax Assessment departments, Government & Semi-Government, M.S.E.D.C.L., U.L.C. officials, etc. on behalf of the Allottee/s and whatever acts so done by the Promoters/Owners on behalf of the Allottee/s shall stand ratified and confirmed by the Allottee/s.

22. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sums received on account of the share

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

23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Units and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building and the said Project Land is transferred to the Society/Limited Company or other body as hereinbefore mentioned.

In the event any portion of the Project Land is being required by any utility service provider for installing any electric sub-station / transformer / gas bank machinery, plants, building or for access to any of the areas acquired /surrendered by the Promoters and/or the Owners for availing of FSI/FAR etc. the Promoters shall be entitled to transfer such portion to the said utility / service provider or any other body for such purpose on such terms and conditions as the Promoters deem fit and/ or as per the requirement of such utility / service provider or as per applicable law / rules / regulations. The Allottee/s/ said Limited Company/ Society / legal entity shall not be entitled to raise any objections in this regard.

24. WHERE CONSIDERATION INCLUDES ALL CHARGES SUCH AS LEGAL CHARGES ETC. :-

It is clarified between the parties hereto that the consideration aforesaid recorded in respect of the said Apartment / Unit is all inclusive save and except for GST and all statutory government levies, common/unit maintenance charges and the stamp duty & registration charges etc. applicable hereto or specifically otherwise provided herein which shall be separately payable by the Allottee/s immediately on demand without delay or demur. The Allottee/s however shall not at any time seek or demand any breakup of the consideration vis –a- vis any outgoings borne or paid by the Promoters/ Owners.

25. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE :

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

26. COST OF PROVISION OF WATER TO THE SAID BUILDING:

As mentioned above, the said project Land is situate within the limits of the Municipal Corporation and, in the circumstances, the Municipal and Planning Authority is the said Corporation. However, at the time when the Promoters submitted the building layout and building plans in respect of the said Project Land for sanction to the Municipal Corporation, the Municipal Corporation has, as a pre-condition for grant of such sanction, required the Promoters to submit an undertaking stating that it shall be the responsibility of the Promoters to make provision of supply of water to the Project to be implemented on the said Project Land and which undertaking has been taken by the said Corporation from the Promoters. The Promoters shall at the appropriate time, make application to the Municipal Corporation for Municipal water connections of the requisite capacity for the said Project and the Promoters shall make payment of the necessary charges in respect of such water connections to the said Corporation. However, until such time as such Municipal water connections are provided by the Municipal Corporation and the same become operational and until such time as the Municipal water supply through such connections is adequate for the needs of the Allottees/ occupants of Units in the said Project, the Promoters propose to procure water for the requirement of the holders/ occupants of Units in the said Project through water tanker agencies and other sources. All costs, charges and expenses for provision of such water to the said Project are to be borne and paid by the Allottees of Units in the said Project on a pro-rata basis. Such cost of provision of water to the said Project shall be deemed to be part of the expenses and outgoings of the Common Areas and Facilities of the said Project. In the circumstances, from out of the amounts contributed by the Allottee/s herein and the Allottee of other Units in the said Project towards the expenses and outgoings of the Common Areas and Facilities of the said Project, the Promoters shall defray the costs of making provision for water.

27. BINDING EFFECT :

Forwarding this Agreement to the Allottee/s by the Promoters do not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s sign/s 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 Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 7(Seven) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the

Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

28. ENTIRE AGREEMENT:

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

29. RIGHT TO AMEND:

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

**30. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE /
SUBSEQUENT ALLOTTEES:**

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

31. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

33. FURTHER ASSURANCES:

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

34. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoters / Owners through their authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters/ Owners and the Allottee/s, in Pune after the Agreement is duly executed by the Allottee/s and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar Pune. Hence this Agreement shall be deemed to have been executed at Pune.

35. The Allottee/s and/or Promoters/ Owners shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters/Owners will attend such office and admit execution thereof.

36. That all notices to be served on the Allottee/s and the Promoters/Owners as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoters/ Owners by Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee :- **1. MRS. LEENA YOURAJ CHARDE.**

2. MR. YOURAJ ANANDRAO CHARDE.

Residing at : : Ambedkar ward Thana (Petrol Pump) Jawahar Nagar ,
Tal Dist - Bhandara Pin -441906

Notified Email ID :- linuk651@gmail.com

Promoter's name :- **M/S. SAI PROMOTERS**
S. No. 16/2, Near Balaji Temple, Village Punavale,
Taluka Mulshi, District Pune 411033.

Notified Email ID :- sentosaekam@gmail.com

It shall be the duty of the Allottee/s and the Promoters/Owners 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 Promoters/Owners or the Allottee/s, as the case may be.

37. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

38. 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 and the Courts in Pune will have the jurisdiction, subject to the provisions of the said Act to adjudicate upon all disputes arising by and between the parties hereto under the terms hereof for this Agreement. This Agreement is subject to the provisions of the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, as amended till this date and will be subject to the provisions of the Real Estate (Regulation and Development) Act 2016 and Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agent, Rates of Interest and Disclosures on Website) Rules 2017, respectively as applicable.

39. The Parties hereto confirm that the Purchaser/s has/have purchased the said Unit as investor/s from the Promoters/Owners in the said scheme and hence the purchaser/s has/have paid the requisite stamp duty as provided under Article 5[g-a] (ii) Therefore the purchaser/s reserves his/their right to claim the adjustment of stamp duty on subsequent transfer, as per law and as provided under the provisions of Article 5 [g-a] (ii) of the Maharashtra Stamp Act 1958.

40. STAMP DUTY & TAXES:

- 40.1 All Stamp Duty and registration charges and GST applicable hereto are to be borne and paid by the Allottees herein.
- 40.2 Appropriate amount of Stamp duty & Registration is affixed hereto on the document value which is more than the market value /market value of the unit as fixed by the Office of the Registrar of Assurances, Pune.

**THE SCHEDULE I
(DESCRIPTION OF THE LAND)**

ALL THAT PIECE AND PARCEL OF PROPERTY bearing

S. No.Area

Hectare - Ares

38/1/1	00 - 13.70
38/1/200 - 03	
38/1/300 - 03	
38/1/400 - 05.80	

collectively admeasuring 00 Hectare 25.50 Ares, situated at Village Punawale, within the limits of Pimpri Chinchwad Municipal Corporation, Taluka Mulshi, District Pune and bounded as under:-

ON OR TOWARDS THE :

North	:	Sudam Borge & Shivaji Borge, S. No.-44
South	:	Kashinath Dhavle, S. no.-38/2
East	:	Dattatray Govind Kate, S. No.- 38/7/2
West	:	Reservation of Water Conservation Department & PCMC Road

**THE SCHEDULE II
(DESCRIPTION OF THE APARTMENT)**

All that

Building Name	SENTOSA EKAM
Residential Apartment No.	902
Floor	9th
Carpet Area	59.87 sq.mt.
Usable floor area of enclosed balcony	2.77 sq.mt.
Attached usable floor area of Terrace	7.28 sq.mt.
Open Parking No. 902	9.29 sq.mt.

This is bounded by

East	:	Flat No. 903
West	:	Side Margin with Compound wall
South	:	Passage & Flat No.. 905
North	:	Side Margin With Compound wall

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement at Pune in the presence of attesting witness, signing as such on the day first above written.

SIGNED SEALED AND DELIVERED
By the above-named the **PROMOTERS/OWNERS**
M/S. SAI PROMOTERS through its partner

		Photo
Mr. Kailash Harilal Hinduja		

SIGNED SEALED AND DELIVERED
By the above named the **ALLOTTEE/S**

		Photo
Mrs. Leena Youraj Charde		
Mr. Youraj Ananadrao Charde		Photo

WITNESSES:

- 1) 2)

RECEIPT

Received of and from the Allottee/s above named the sum of **Rs. 1,00,000/-**
(Rupees. One Lakh only) on execution of this Agreement towards Earnest Money Deposit.

We say received

For M/S. SAI PROMOTERS

through its authorized Partner
MR. KAILASH HARILAL HINDUJA

ANNEXURE - A

CHANDAN M. PARWANI
B.Com (Hons) LL.B.
Advocate

Ref. No.: TC/24/2021

TITLE CERTIFICATE

Re. : ALL THAT PIECE AND PARCEL OF PROPERTY

S. No. Area

Hectare - Ares

38/1/1 00 - 13.70

38/1/2 00 - 03

38/1/3 00 - 03

38/1/4 00 - 05.80 out of total area 00 Hectare
 13.80 Ares

collectively admeasuring 00 Hectare 25.50 Ares, situated at
Village Punawale, within the limits of Pimpri Chinchwad
Municipal Corporation, Taluka Mulshi, District Pune

=====

The captioned properties belong to and are owned by M/s Sai Promoters through
its Partner Shri. Kailas Harilal Hinduja.

The said M/s. Sai Promoters through its Partner Mr. Kailas Harilal Hinduja have
acquired the captioned properties from its erstwhile owners Mr. Dattatray Govind
Kate and 9 others (owners of land S. No. 38/1/1) PLUS Mr. Balu Rama Kate etc
(owners of land S. No. 38/1/2) PLUS Mr. Navnath Laxman Kate etc and Mr.
Mukund Sambhaji Chandanshive (owners of land S. No. 38/1/3) and Mr. Divakar
Balasaheb Kate (owner of an area of 7.80 Ares out of land S. No. 38/1/4) vide
Sale Deed dated 09/08/2019 duly registered at the Office of the Sub Registrar
Haveli No. 26 at Serial No. 13017/2019 alongwith Consent Deed dated
02/12/2019 executed by Bebitai Baban Kate and others duly registered at the
Office of the Sub Registrar Haveli No. 26 at Serial No. 18855/2019 and the name
of the said M/s. Sai Promoters has been duly recorded on the 7/12 extract vide
Mutation Entry No. 5371 dated 02/01/2020.

I have caused search of the captioned properties through Advocate V. D.
Abhyankar (vide Search Report No. CMP/12-I/2021 dated 22/06/2021) from the
year 1992 to 2021(Part) comprising (i) for the period from the year 1992 to 2001

€

wascarried at Sub Registrar Mulshi and (ii) for the period from 2002 to 21/06/2021 was carried out with computers entries on the website of igrmahrashtra.gov.in and from the records produced / available for inspection save and except for the entryfound that the Irrigation Department has issued "No Objection Certificate" No. KHVP/PSH/4244/of 2019 dated 26/06/2019 for access over the sub-canal, subjectto certain conditions and which conditions would be binding upon the purchaser/owner and/or their successor-in-title, nominees and assigns no other encumbrances and/or defect in title was located. The said Report is appended hereto and shall form part of this Certificate.

On the basis of the foregoing and subject to the available document/s produced for perusal and the observations/requisitions (if any) made and stated herein and/or in the report of Advocate V. D. Abhyankar appended hereto, I hereby opine that the title of the present Owners M/s. Sai Promoters through its Partner Shri. Kailas Harilal Hinduja of the captioned properties appears free, clear and marketable.

This Certificate dated this 3rd day of December, 2021.



CHANDAN M. PARWANI,
Advocate.

ANNEXURE - B

 गाव नमुना सात (अधिकार अभिलेख पत्रक) [महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नौदवळा (तयार करणे व सुस्थितीत ठेवणे) नियम १९७९ यातील नियम ३,५,६ आणि ७]						
गाव :- पुनावळे (५५६२००)		तालुका :- मुळशी			जिल्हा :- पुणे	
मुमापन क्रमांक व उपविभाग	३८/११					शेताचे स्थानीक नाव :
मुखारणा पद्धती	भोगवटादार वर्ग -१					
क्षेत्र, एकक व आकारणी	खाते क्र.	भोगवटादाराचे नाव	क्षेत्र	आकार	पो.ख.	फेरफार क्र
क्षेत्राचे एकक हे.आर.वी.नी	११२४६	[द्रक्तव्य गोविंद कांडे]			(५३७९)	कूल, खंड व इतर अधिकार
		[मुखारणा पद्धती]			(५३७९)	
अ) लागवड योग्य क्षेत्र		[आलिंदग मुखारणा पद्धती]			(५३७९)	इतर अधिकार
जिरायत ०.९३.७०		[आदिवासी मुखारणा पद्धती]			(५३७९)	
बागायत		[मुखारणा पद्धती]			(५३७९)	प्रलंबित फेरफार : नाही.
एकूण		[अ नं एक दोन व तीन चौ च पांक]			(५३७९)	
ला.यो. क्षेत्र ०.९३.७०		स्वातंकरीता अ पांक				शेवटचा फेरफार क्रमांक : ५३७९ व दिनांक :
		[देवना मुखारणा पद्धती]			(५३७९)	०३/०२/२०२०
व) पोटखराय क्षेत्र		[आदिवासी व्यवसाय]			(५३७९)	
(लागवड अयोग्य)		[आदिवासी अपूर्वक कुंजी]			(५३७९)	
वर्ग (अ)		[आदिवासी अपूर्वक गोवळी]			(५३७९)	
वर्ग (ब)		[डेविटार्ड व्यवसाय]			(५३७९)	
एकूण		सामाईक क्षेत्र	०	०		
पो.ख.क्षेत्र ०.००.००	११२६५	मेसर्स साई प्रोमोटर्स तर्फ भागीदार केलास	०.९३.७०	०.९४	(५३७९)	
एकूण क्षेत्र ०.९३.७०		हरिलाल हिंदुजा				
(अ+ब)						
आकारणी ०.९४						
जुळी किंवा विशेष						
आकारणी						
जुने फेरफार क्र : (७८५) (११३४) (१४८४) (१५६६) (२५८१) (२५८३) (२४८१) (४४८८) (४४९१) (४४३२) (५३३४)						सीमा आणि मुमापन विन्हे



या ४/१२ अभिलेखा मर्यादी गा.न.न.४ (दि. ०३/०२/२०२० ११:५६:११ PM रोजी) व गा.न.न.४२ (दि. २०/१२/२०१९ ११:५१:३ AM रोजी) डिजिटल स्वाक्षरीत केला असल्यामुळे त्यार घृष्ण क्र. १/२ कोणत्याही सारी-शिविराची आवश्यकता नाही.

घृष्ण क्र. १/२

सुचना : सदर ४/१२ डिजिटल स्वाक्षरीत झाल्यानंतर फेरफार क्र. ४४९१,४४३२,४३३४,५३७९ प्रमाणित झालेले असल्याने व गा.न.न. ४२ नंव्या पिकांची माहिती आदावत झाली असल्याने त्याची सम्पर्कस्थिती <https://bhulikha.mahabhum.gov.in> वा संकेत स्वकावर पहावी.

Digital Seal

४/१२ डाउनलोड व वेप दि. : २३/०३/२०२२ : ११:०२:२८ PM, वेपता पढताकर्तीसाठी <https://digitalsatbera.mahabhum.gov.in/dsr/> वा संकेत स्वकावर जाऊन 2506100001125194 हो.



अहवाल दिनांक : 12/08/2021

महाराष्ट्र शासन

गाव नमना सात (अधिकार अभिलेख पत्रक)

। महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवण्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९६१ यांतील नियम ३,५,६ आणि ८ ।

गाव :- पुनावळे (556200)

तालुका :- मुळशी

जिल्हा :- पुणे

भूमापन क्रमांक व उपविभाग : 38/1/2

भू-धारणा पद्धती : भोगवटादार वर्ग - 1

शेताचे स्थानिक नाव :

क्षेत्र, एकक व आकारणी खाते क्र.	भोगवटादाराचे नांव	क्षेत्र	आकार	पो.ख.	फे.फा.	कळ, खंड व इतर अधिकार
क्षेत्र एकक हे.आर.चौ.मी अ) लागवड योग्य क्षेत्र ^{0.03.00}	[425] अंडुवा रामा काढे नह रामा काढे बाळ रामा काढे मनिसा रोहिदास गायकवाड वैरावाई रामा काढे सामाईक क्षेत्र.....	0.05.00	0.09		(4093) (4093) (4093) (4093) (4093) 0.....	कळाये नाव व संड..... इतर अधिकार [वैरावाई] (4052) [एक. 10000/- नह मुत्ता] (4052) [द्वितीय] (4052) [एक. 75000/-] (4052)
द्वावाचन एकण ला.या. क्षेत्र	[40360] बाळ रामा काढे [40619] अंडुवा रामा काढे [40620] नह रामा काढे मेयन नह काढे मनिसा रोहिदास गायकवाड वैरावाई रामा काढे सामाईक क्षेत्र.....	0.01.70	0.03		(5371) (5371) (5322) (5371) (5371) 0.....	प्रलक्षित फेरफार : नाही शेवटचा फेरफार क्रमांक : 5371 व दिनांक : 03/02/2020
एकण चा.ख. एकण क्षेत्र ^{0.03.00} (वैरावाई) आकारणी ^{0.09}	11265 मेसंस साई प्रोमोटर्स तर्फ भागीदार कैलास हरिलाल हिंदुआ	0.03.00	0.09		(5371)	सीमा आणि भूमापन चिन्हे

जुने प्रेरपार क्र. (1134), (2491), (2583), (2704), (3073), (3354), (3416), (4093), (4866), (5322), (5334)

टीप :- या ७/१२ वरील गाव नमना १२ मध्यील पिकाचे एकूण क्षेत्र हे सकृतदर्शनी गाव नमना - ७ च्या एकूण क्षेत्राच्या मेलात नाही. यावाबत साबधितानी पिकाच्या क्षेत्राची दुरुस्ती करून घ्यावी.

गाव नमना बारा (पिकांची नोंदवणी)

। महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवण्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९६१ यांतील नियम २९ ।

गाव :- पुनावळे (556200)

तालुका :- मुळशी

जिल्हा :- पुणे

भूमापन क्रमांक व उपविभाग : 38/1/2

वर्ष	हंगाम	खाता क्रमांक	पिकाखालील क्षेत्राचा तपशील				लागवडीसाठी उपलब्ध नसलेली जमीन	जल सिंचनावे साधन					
			मिश्र पिकाखालील क्षेत्र		निर्भैल पिकाखालील क्षेत्र								
			घटक पिके व प्रत्येकाखालील क्षेत्र	पिकाचे नाव	जल सिंचित	अजल सिंचित							
(१)	(२)	(३)	*४ *५ *६	(७)	(८)	(९)	(१०)	(११)	(१२)	(१३)	(१४)	(१५)	(१६)
				हे.आर.चौ.मी			हे.आर.चौ.मी		हे.आर.चौ.मी		हे.आर.चौ.मी		
2017-18	खरीप			भूद्वय	0.0500								
2018-19	खरीप			भूद्वय	0.0500								
2019-20	खरीप			भूद्वय	0.0500								

टीप : *४ - मिश्रणाचा संकेत क्रमांक, *५ - जल सिंचित, *६ - अजल सिंचित

"शासकीय कामासाठी निशुल्क प्रत."

दिनांक :- 12/08/2021

सांकेतिक क्रमांक :- 272500060310670000820211333

(नाव :- भारत ज्योतिर्या रूपनवर)
तलाई साझा :- जांवेता :- मुळशी जि :- पुणे

मे. दी. च. नृपनवर
तलाई साझा जांवे
भूद्वय / नेवे/दावाद्वय
ज. मुळशी जि. पुणे

अहवाल दिनांक : 12/08/2021



महाराष्ट्र शासन

गाव नमना सात (अधिकार अभिलेख पत्रक)

| महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवण्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम ३,४,५ आणि ६ |

गाव :- पुनावळे (556200)

तालुका :- मुळशी

जिल्हा :- पुणे

भूमापन क्रमांक व उपायिमाग : 38/1/3

भू-धारणा पद्धती : भोगवटादार वर्ग - 1

शेताचे स्थानिक नाव :

क्षेत्र, एकक व आकारणी	खाते क्र.	भोगवटादाराचे नाव	क्षेत्र	आकार	पो.ख.	फे.फा.	कुल. खड व इतर अधिकार
क्षेत्राचे एकक हे.आर.चौ.मी	4473	मुळद समाजी चंदनमिळे					कुलाचे नाव व खंड
अ) लागवड याच्य क्षेत्र	44454	नवनाथ सकमण काढे					इतर अधिकार
जिरायत 0.03.00		मणिकूट लक्ष्मण काढे					इकरार - वि.का.स.सो.
बागायत -	 सामाईक क्षेत्र	0	0			र.रु.40000/- नवनाथचे हि. (3161)
(एकण ला.या. 0.03.00							इकरार - वि.का.स.सो.
क्षेत्र	44455	भागावाई उत्तम जाभळकम					र.रु.50000/- मणिकूट पुरता (3162)
द) पाट-खाराव क्षेत्र (लागवड अयोग्य)		संजोवणी यापास-सक्स					इकरार - वि.का.स.सो.
वर्ग (अ)		भागावाई दामाडे					र.रु.50000/- सिताबाई पुरता (3163)
वर्ग (ब)	11265 सामाईक क्षेत्र	0	0			इकरार - वि.का.स.सो.
एकण पो.ख. 0.00.00		मेसर्स साई प्रोमोटर्स तर्फ भागीदार कैलास	0.03.00	0.08			र.रु.10000/- नवनाथ पुरता (3420)
एकण क्षेत्र 0.03.00		हरिलाल हिंदुजा					इकरार - वि.का.स.सो.
(अ) व							र.रु.10000/- मणिकूट परता (3422)
आकारणी 0.08							[दक्षापर वि.का.स.सो.] (4799)
जुळी विलाविशेष -							[मियदर्भेनी] (4799)
आकारणी							[र.रु.50000/- नवनाथचे हि.] (4799)
							[र.रु.50000/- मणिकूटचे हि.] (4799)
							[र.रु.50000/- सिताबाईचे हि.] (4799)
							प्रसंगित फेरफार : नाही.
							शेवटचा फेरफार क्रमांक : 5371 व दिनांक : 03/02/2020
							सीमा आणि भूमापन चिन्हे

जुळे फेरफार क्र. (1134) (2282) (2484) (2583) (2631) (2632) (2633) (3250) (3270) (4047) (4933) (5111) (5334)

सीमा आणि भूमापन चिन्हे

टीप :- या ८/१२ वरील गाव नमना - १२ मधील पिकांचे एकूण क्षेत्र हे सकृतदर्शनी गाव नमना - ७ च्या एकूण क्षेत्राच्या भेळात नाही. याबाबत संबंधितानी पिकांच्या क्षेत्राची दुरुस्ती करून घ्यावी.

गाव नमना बारा (पिकांची नोंदवही)

| महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवण्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम २९ |

गाव :- पुनावळे (556200)

तालुका :- मुळशी

जिल्हा :- पुणे

भूमापन क्रमांक व उपायिमाग : 38/1/3

वर्ष	हंगाम	खाता क्रमांक	पिकाखालील क्षेत्राचा तपशील			लागवडीसाठी उपलब्ध नसलेली जमीन	जल सिंचनाचे साधन	शेरा					
			मिश्र पिकाखालील क्षेत्र		निर्भय पिकाखालील क्षेत्र								
			घटक पिके व प्रत्येकाखालील क्षेत्र	पिकाचे नाव	जल सिंचित	अजल सिंचित	पिकाचे नाव	जल सिंचित	अजल सिंचित				
(१)	(२)	(३)	*४ *५ *६	(७)	(८)	(९)	(१०)	(११)	(१२)	(१३)	(१४)	(१५)	(१६)
				हे.आर.चौ.मी	हे.आर.चौ.मी	हे.आर.चौ.मी	हे.आर.चौ.मी	हे.आर.चौ.मी	हे.आर.चौ.मी	हे.आर.चौ.मी			
2017-18	खरीप			भूमंग	0.0500								
2018-19	खरीप			भूमंग	0.0500								
2019-20	खरीप			भूमंग	0.0500								

टीप : *४ - मिश्रणाचा संकेत क्रमांक, *५ - जल सिंचित, *६ - अजल सिंचित

"शासकीय कामासाठी निशुल्क प्रत."

दिनांक :- 12/08/2021

सांकेतिक क्रमांक :- 27250006031067000820211334

(नाव :- भारत ज्योतिवा रूपनवर)
तालुकी साझा :- जांवेता :- मुळशी जि :- पुणे

मुकुंद शिंदे
तालुकी रुपनवर
पुणे/जांवेता
क. मुळशी जि. पुणे



महाराष्ट्र शासन

गाव नमुना सात (अधिकार अभिलेख पत्रक)

[महाराष्ट्र जमीन महासूल अधिकार अभिलेख आणि नांदवड्या (तयार करणे व सुस्थितीत ठेवणे) नियम १९४९ यातील नियम ३,५,६ आणि ७]

गाव :- पुनावडे (५५६२००)

तालुका :- मुळशी

जिल्हा :- पुणे

भुगापन क्रमांक व उपविभाग ३८/१४						
भुगारण पद्धती भोगवटादार वर्ग - १						
क्षेत्र, एकक व आकारणी	खाते क्र.	भोगवटादाराचे नाव	क्षेत्र	आकार	पो.ख.	फेरफार क्र
क्षेत्राचे एकक हे.आर.चौ.मी	१०४०	पिपरी विंचवड महानगरपालिका रस्त्याने वाषित क्षेत्र	०.०८.००	०.१६	(२५८३)	कुळाचे नाव व खंड
अ) लागवड योग्य क्षेत्र	१०३६५	[विवराव वाळासाडेक काटे]			(५३७९)	इतर अधिकार
जिरायत ०.१३.८०						प्रलंबित फेरफार : नाही.
वागायत						
एकूण	११२६५	मेसर्स साई प्रोमोटर्स तरफे भागीदार कैलात हरिलाल हिंदुजा	०.०५.८०	०.१३	(५३७९)	जोगटाचा फेरफार क्रमांक : ५३७९ व दिनांक : ०३/०२/२०२०
ला.यो.क्षेत्र ०.१३.८०						
ब) पोटखराव क्षेत्र (लागवड अयोग्य)						
वर्ग (अ)						
वर्ग (ब)						
एकूण						
पो.ख.क्षेत्र ०.००.००						
एकूण क्षेत्र ०.१३.८०						
(अ+ब)						
आकारणी ०.३१						
जुळी किंवा विशेष						
आकारणी						
जुळे फेरफार क्र : (११३६) (२१४३) (२५८३) (२९९०) (३१००) (३७७०) (३८८५) (३९५१) (४८६६) (५१११) (५३३५)	रीमा आणि भुगापन चिन्हे					



या ४/१२ अभिलेखा नाहील गा.न.न.४ (दि. २३/१२/२०२० ११:१३:१३ PM रोजी) व गा.न.न.१२ (दि. २४/१२/२०१९ ०८:२९:२१ PM रोजी) डिजिटल स्वाक्षरीत केता असल्यामुळे त्यावर पृष्ठ क्र. ७/२ कोणत्याही सही-शिक्क्याची जावळगता नाही.

तुकडा : सादर ४/१२ डिजिटल स्वाक्षरीत झाल्यानंतर फेरफार क्र. ४८६६,५१११,५३३४,५३७९ प्रमाणित झालेले असल्याने व गा.न.न.१२ मध्ये विकांडी नाहिती आदावत झाली असल्याने त्याची संदर्भिती <https://chukkt.mahachuti.gov.in> वा संकेत स्वाक्षर याहाची.४/१२ डाउनलोड व दैव दि. : २३/०३/२०२२ : ११:०२:५४ PM. वैधता पदताळाचीसाठी <https://digitalsabha.mahachuti.gov.in/dar/> वा हकेत स्वाक्षर याचन 2506190001125197 ही.

नोंदवण जागताता

पृष्ठ क्र. ७/२

प्राप्ति दिन

१८/०३/२०२२

११:०२:५४

ANNEXURE - C

कीमी पुनावळे 22/2022 दि:- 29/03/2022
पिंपरी चिंचवड महानगरपालिका, पिंपरी १८.



परिशिष्ट डी - १

शुद्धात

बांधकाम चालू करणेकरिता दाखला

पिंपरी चिंचवड महानगरपालिका, पिंपरी - १८

क्रमांक - बी.पी./ पुनावळे / १३ / २०२२

दिनांक : 23 / 03 / 2022

श्री/ श्रीमती/ मे. साई टमोटस तर्फे भागीदार श्री. केलास हरिभाल
हिंदुजा

व्यारा : ला. आ. / ला. स. श्री. मेहेंद्र ठाकुर

७०९, विष्णु विजिन, मोरवाडी, पिंपरी, पुणे-१८ यांना

पिंपरी चिंचवड महानगरपालिका यांजकडून महाराष्ट्र प्रादेशिक नियोजन आणि नगररचना अधिनियम १९६६ चे कलम १८/४४ अन्वये
पिंपरी-चिंचवड महानगरपालिकेच्या सीमेतील मौजे पुनावळे येथील सर्वे
नं/ कट्टनं. ३८/९/९, ३८/९/१२ स्टी सर्वे नं. ३८/९/४, ३८/९/३ (पै) प्लॉट नं. मधील बांधकाम
करण्यासाठी तुम्ही महानगरपालिकेला अर्ज दाखल केला तो दिनांक ९३ / ०२ / २०२२ रोजी प्रामाणी झाला. यावरून
बांधकाम करण्यास खाली नमुद अटीवर व जादा अट क्र १ ते ४६ नुसार तुम्हास बांधकाम परवानगी देण्यात येत आहे.

- १) सेट बँकच्या अंमलबजावणीच्या परिणामी रिक्त केलेली जमीन भविष्यात सार्वजनिक रस्त्याचा भाग बनवेल.
- २) कोणतीही नवीन इमारत वा त्यातील भाग ताब्यात घेतला जाणार नाही किंवा त्या व्यतिरिक्त किंवा वापरण्याची परवानगी
मिळणार नाही किंवा भोगवटा प्रमाणपत्र मंजूर होईपर्यंत कोणत्याही व्यक्तीस वापरण्याची परवानगी दिली जाणार नाही.
- ३) सदर प्रारंभ प्रमाणपत्र बांधकाम चालू करणेच्या तारखेपासून सुरु होणाऱ्या एका वर्षाच्या कालावधीसाठी वैध राहील.
- ४) ही परवानगी आपल्या मालकीच्या जमिन (भुखंड) नसलेल्या जागेचा विकास करण्यास पात्र नाही.

सोबत - १ ते ४६ अटी व नकाशा प्रती.

उप अभियंता

पिंपरी चिंचवड महानगरपालिका

Nagwekar

कार्यकारी आभियंता

पिंपरी चिंचवड महानगरपालिका

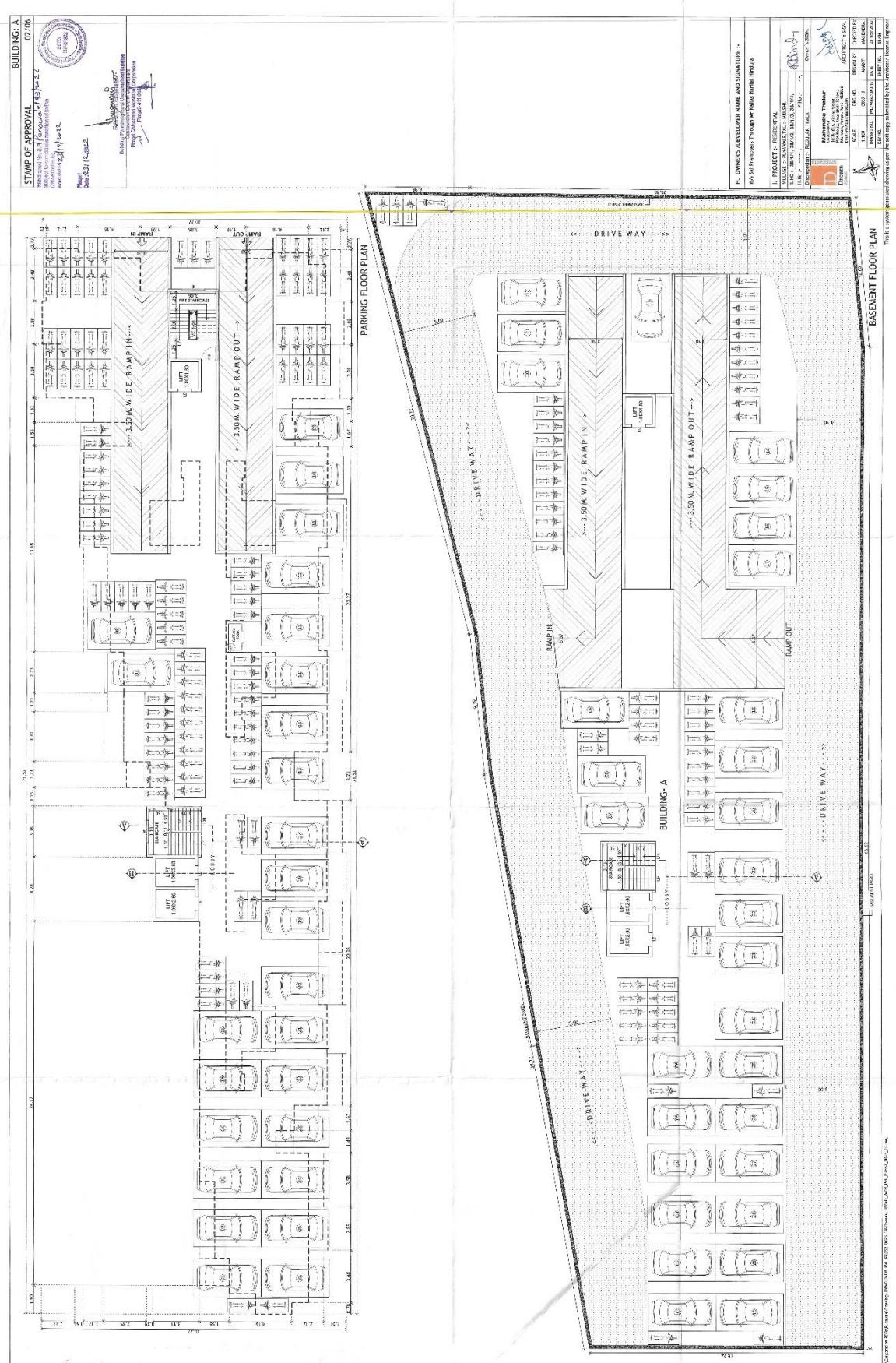
सह शहर अभियंता

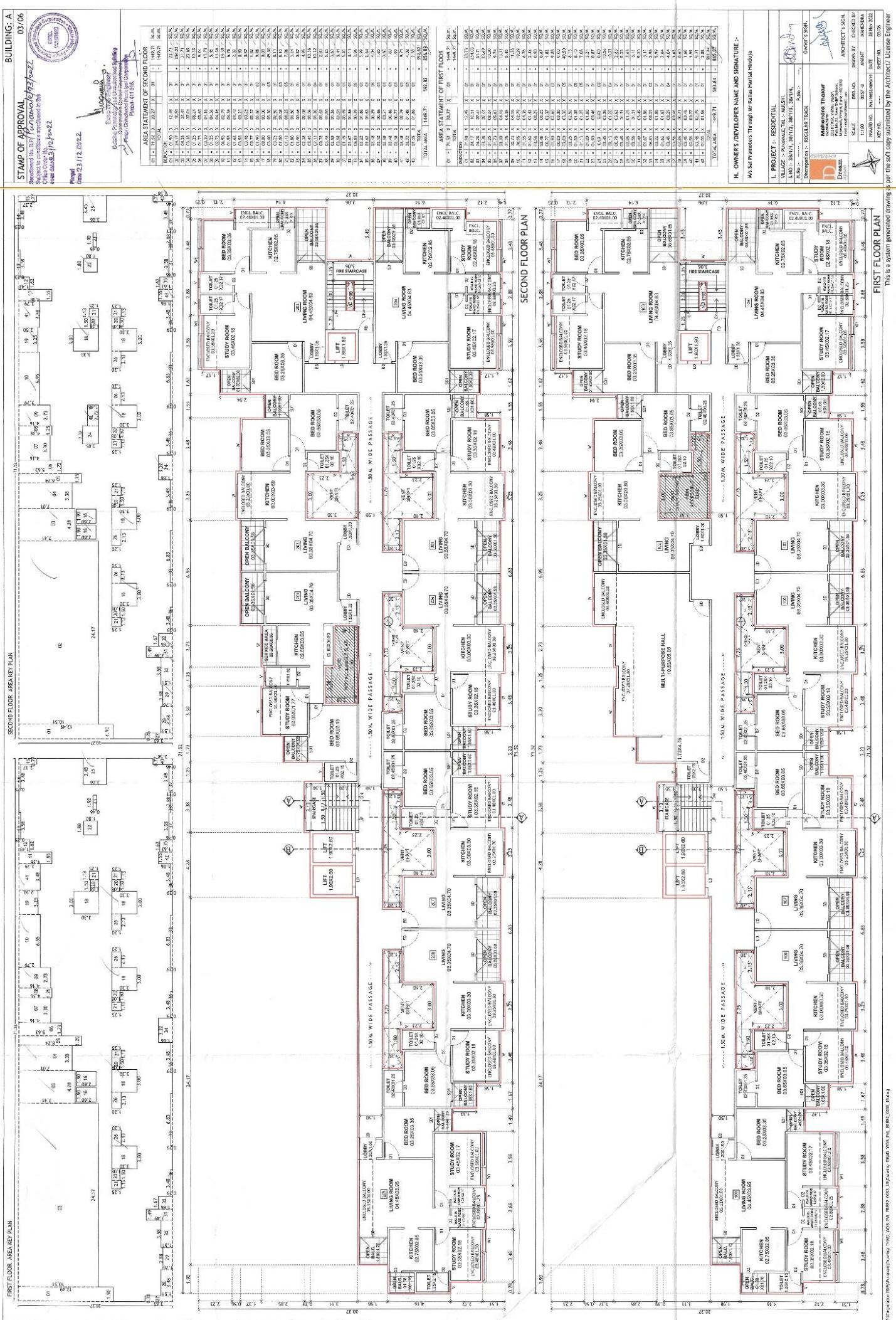
पिंपरी चिंचवड महानगरपालिका

- प्रत महितीसाठी :
- १) सहा. मंडल अधिकारी, पिंपरी-चिंचवड महानगरपालिका, मनपा / पिंपरी वाघेरे / पिंपरीनगर /
चिंचवड / भोसरी / कासारवाडी / आकुर्डी / निगडी प्राधिकरण / सांगवी / पिंपळे गुरव /
पिंपळे निलख / पिंपळे सौदागर / वाकड / रावेत / रहाटणी / थेरगांव.
 - २) मा. मुख्याधिकारी, पुणे गृहनिर्माण व क्षेत्रविकास महामंडळ, आगरकरनगर, पुणे - ४११ ००१.

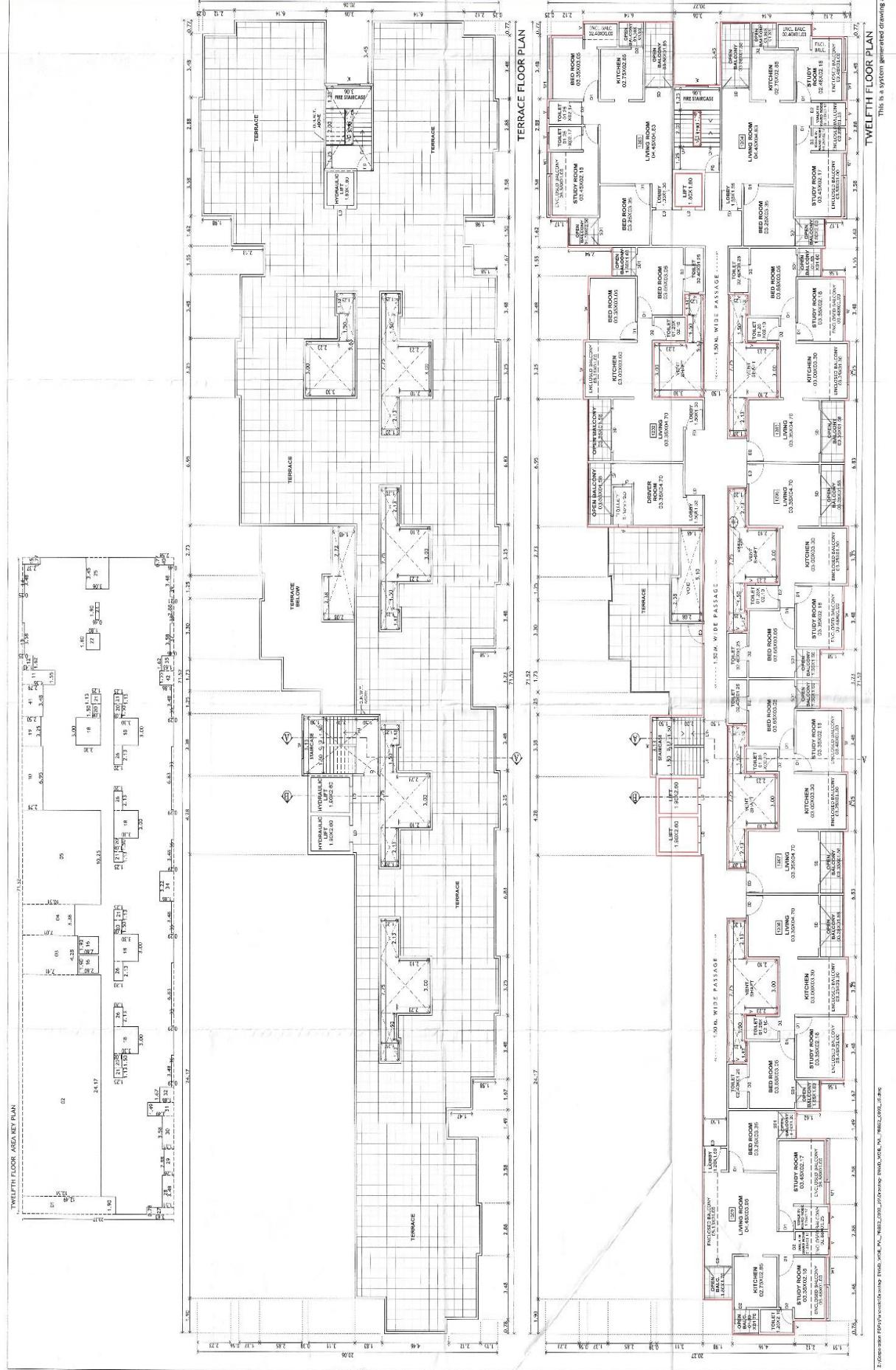
ANNEXURE – D1

ANNEXURE – D2

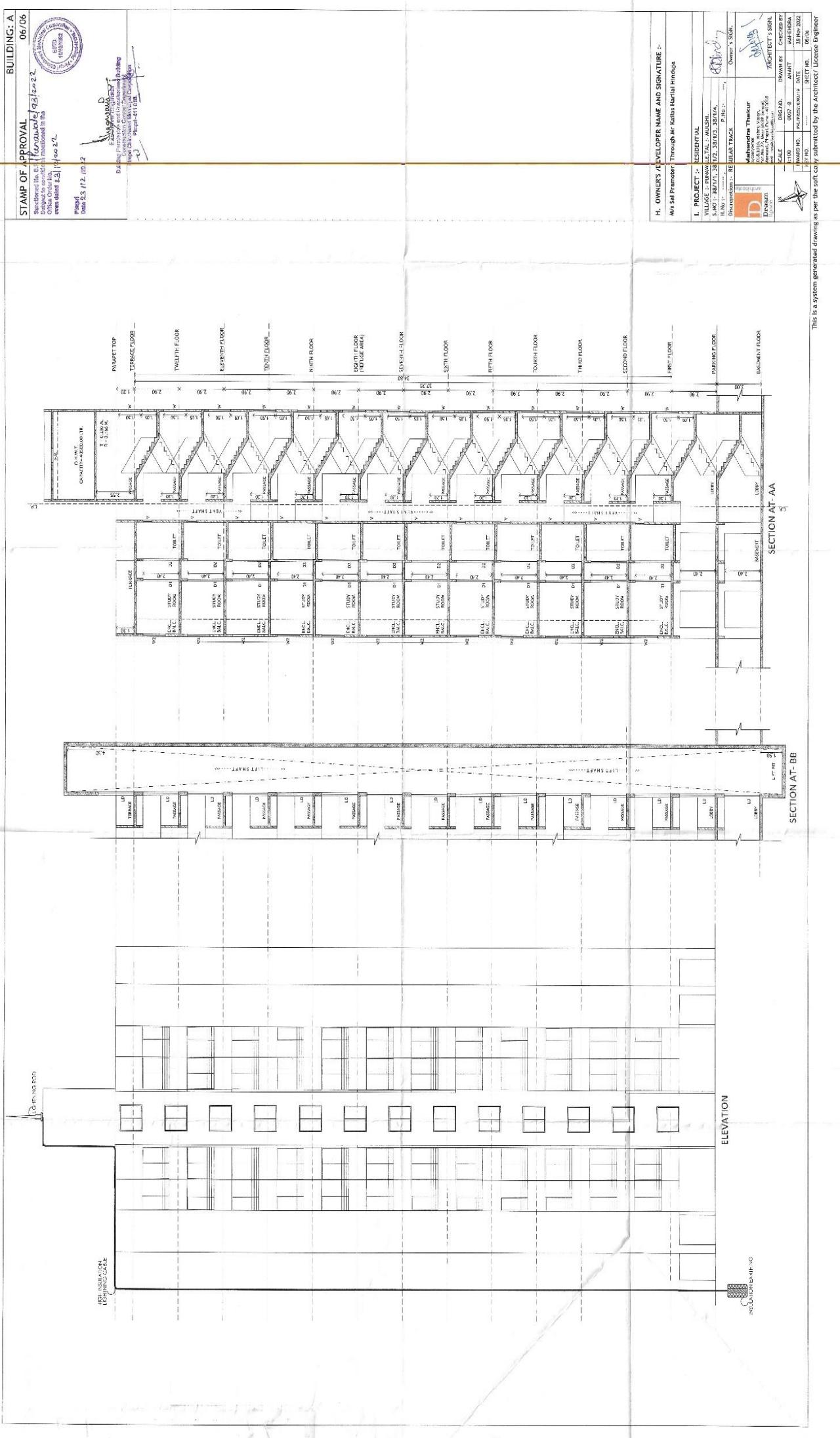




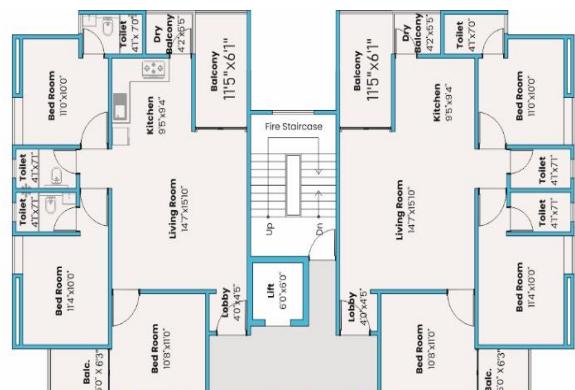
BUILDING: A STAMP OF APPROVAL Submitter: B.P. <u>John Howard</u> (B3902-2.1) Submission to: <u>Architectural Services</u> (B3902-2.2) New Version: <u>3</u> / Date: <u>2-20-2-</u> Approved: <u>John Howard</u> Date: <u>2-20-2-</u>	 Submitter: <u>B.P. John Howard</u> Submission to: <u>Architectural Services</u> New Version: <u>3</u> / Date: <u>2-20-2-</u> Approved: <u>John Howard</u> Date: <u>2-20-2-</u>
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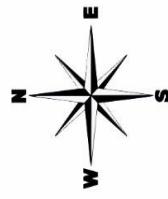
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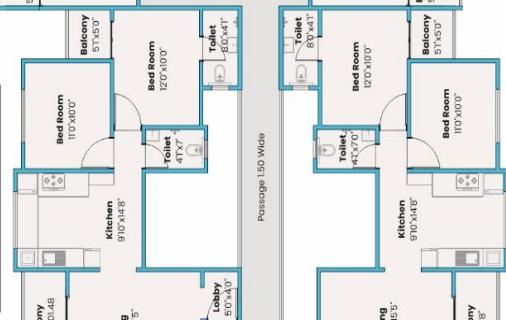


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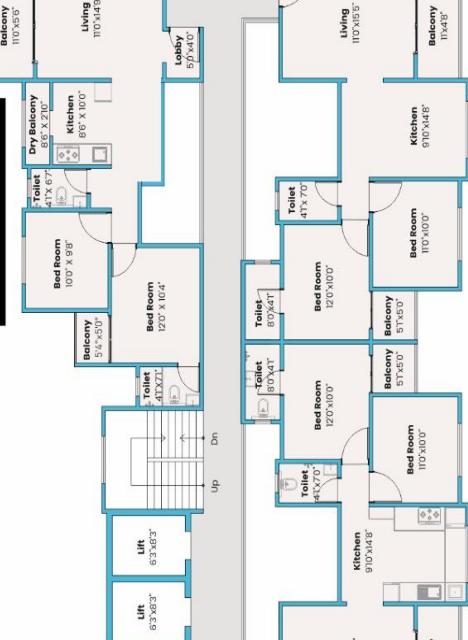
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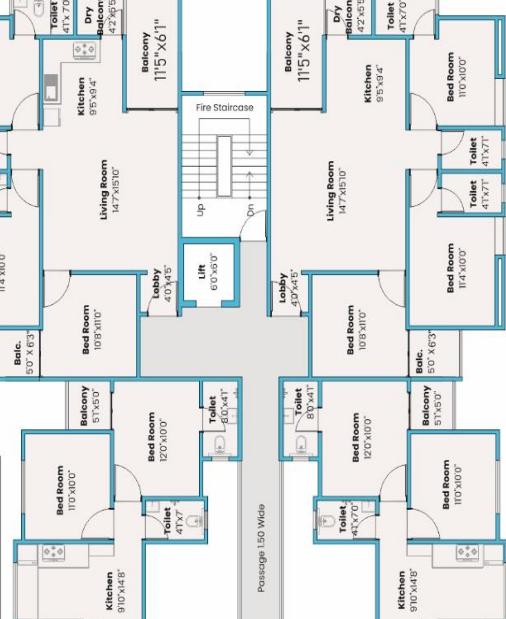


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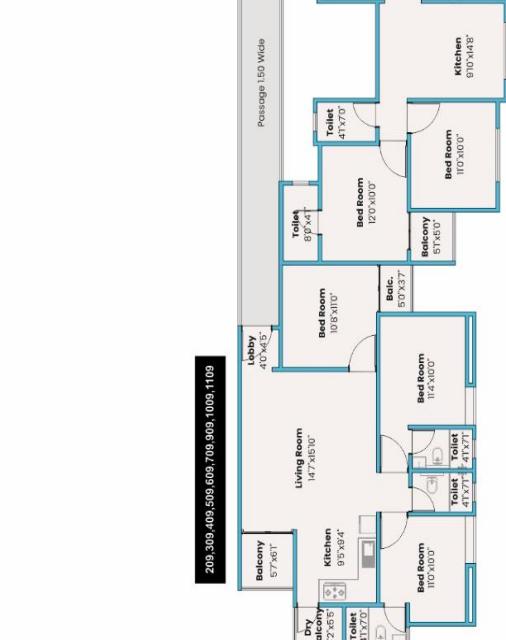
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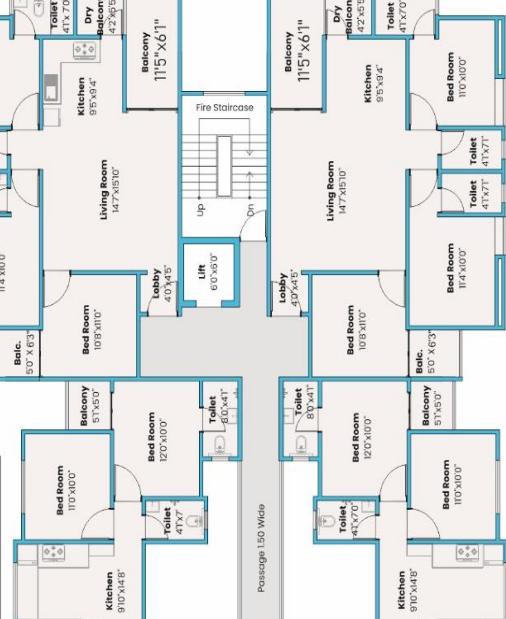
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204,304,404,504,604,704,904,1004,1104



208,308,408,508,608,708,908,1008,1108



204,304,404,504,604,704,904,1004,1104

ANNEXURE - E

Lifestyle Amenities

	Kids play area, Rooftop Garden & Amenities		Video Door Phone system with color screen		Fully Automatic Lifts of Schindler or equivalent make
	Gazebos & Senior Citizen Sitting Area		Electric Vehicle charging limited points		Generator Back up for lifts & common areas
	Celebration Zone, Indoor Games		Solar Water tap for Master Bathroom		Rainwater Harvesting & Fire Fighting System
	Society Temple & Separate Society Office		Intercom Connection in each Flat		Provision for Inverter in each the flat
	Pooja Mandir & Tulsi Vrundavan for each flat		Main gate Security Cabin & CCTV Surveillance		Garbage chute & Waste collection system

Specifications

	Electrification and cabling Concealed Polycab or equivalent make wiring in entire flat Telephone and T.V. point in living room Wi-Fi router point in center of flat		Structural Earth quake resistance R.C.C. structure Aesthetically designed elevation.
	Flooring Vitrified Flooring 800 mm x 800 mm for all room. Antiskid ceramic flooring in all bathrooms & Terrace.		Toilets Wall Hung commodes, Concealed plumbing with jaguar or equivalent fitting, sanitary ware Jaguar (Essco) or equivalent, Dado tiles upto 8' height, Provision for exhaust.
	Painting Roller finish Tractor Emulsion paint to internal walls, weather shield acrylic or equivalent make paint on external walls.		Doors Both side laminated main door, bed room and bathroom doors. Marble /Granite frame for toilet doors. Fully openable galvanized terrace doors
			Windows Powder coated aluminum sliding windows with mosquito net and MS Grills, Four-sided Marble/Granite windows sills.
	Plaster Internal walls one coat cement sand plaster & second coat Gypsum finish plaster External two coat sand face cement plaster		Kitchen Granite platform with S.S. finished sink, Water purifier provision, Dado tiles up to 8' height above platform, Provision for exhaust fan
	Terrace Stainless Steel Glass Railing in Balcony.		Water Storage Overhead and underground water tank with more than adequate capacity. Separate drinking water tank



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 :
P52100031773

Project: **SENTOSA EKAM Plot Bearing / CTS / Survey / Final Plot No.:38/1/1, 38/1/2, 38/1/3, 38/1/4 at Punawale, Mulshi, Pune, 411033;**

1. M/S Sai Promoters having its registered office / principal place of business at Tehsil: **Mulshi**, District: **Pune**, Pin: **411033**.
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 (I) 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 **09/11/2021** and ending with **31/12/2025** 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 fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date:09-11-2021 15:41:17

Dated: **09/11/2021**
Place: **Mumbai**

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

