385/1363

पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

Tuesday, February 04,2020 3:53 PM

पावती क्रं.: 1473

दिनांक: 04/02/2020

गावाचे नाव: ताथवडे

दस्तऐवजाचा अनुक्रमांक: हवल17-1363-2020

दस्तऐवजाचा प्रकार : अँग्रीमेंट टू सेल

सादर करणाऱ्याचे नाव: विनोदकुमार महानताप्पा कवलदार - -

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

गरां शिराज्या ह

रु. 1300.00

पृष्ठांची संख्या: 65

एकूण:

रु. 31300.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 4:13 PM ह्या वेळेस मिळेल. सह दुय्यम निबंधक, हवेली-17

बाजार मुल्य: रु.4217242.224 /-

मोबदला रु.4456972/-

भरलेले मुद्रांक शुल्क : रु. 312000/-

सह दुय्यम निबंधक हवेली क्र.१७, पुणे

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH011630518201920E दिनांक: 04/02/2020

बँकेचे नाव व पत्ताः

2) देयकाचा प्रकार: DHC रक्कम: रु.1300/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0402202005184 दिनांक: 04/02/2020

मूळ दस्त परत केला

बँकेचे नाव व पत्ता:



04/02/2020

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. हवेली 17

दस्त क्रमांक: 1363/2020

नोदंणी: Regn:63m

गावाचे नाव: ताथवडे

(1)विलेखाचा प्रकार

(2)मोबदला

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

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

अँग्रीमेंट टू सेल

1) 49.45 चौ.मीटर

सह दुस्यम निबंधदा 4217242.224 हवेली इंग.१७, पुर्व

TWENTY RUPEES 1) पालिकेचे नाव:र्पिंपरी-चिंचवड म.न.पा. इतर वर्णन :, इतर माहिती: गांव मौजे ताथवडे,ता. मुळशी,जि. पुणे येथील मिळकती अ)सर्व्हें नं. 86,हिस्सा नं.(1/4)6,यांसी क्षेत्र 00 हे 52.2 आर,यांसी आकार 1 रु 63 पैसे,ब)सर्व्हें नं. 86,हिस्सा नं. 7,यांसी एकुण क्षेत्र 00 हे 82 आर,यांसी आकार 2 रु. 50 पैसे,या मिळकतीवर बांधण्यात येणा-या एस अलमाईटी प्रोजेक्ट

मधील डेल्टा टॉवर मधील एफ बिल्डींग मधील सातव्या मजल्यावरील सदनिका नं. 705 यां सी कार्पेट क्षेत्र 49.45 चौरस मीटर + बंधीस्त बाल्कनी क्षेत्र 07.52 चौरस मीटर + ड्राय/ओपन बाल्कनी क्षेत्र 00.00 चौरस मीटर + लगतचे टेरेस क्षेत्र 07.90 चौरस मीटर. तसेच एक कव्हर्ड

कार पार्किंग सह ( ( Survey Number : 86 ; ) )

(5) क्षेत्रफळ

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहन ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-1. श्री. अनुप परमानंद जमतानी 2. मे. एस व्हेंचर्स तर्फे भागीदार अ. श्री. कुमार कन्हैयालाल बजाज, ब. श्री. सुरेश होतचंद छाब्रिया व क. श्री. अनुप परमानंद जमतानी, 3. मे. एस बिल्डकॉन तर्फे भागीदार अ. अनुप परमानंद जमतानी, ब.श्री. कुमार कन्हैयालाल बजाज, क. श्री. सुरेश होतचंद खाब्रिया व ड. श्री. हितेश कुलदीप दादलानी नं 1 ते 3 हे मे. एस अलमाईटी ए. ओ. पी. तर्फे सभासद म्हणून या सर्वांतर्फे कुलमुखत्यार धारक म्हणुन व स्वताकरीता श्री. अनुप परमानंद जमतानी तर्फे कबुली जबाब कु. मु. म्हणून श्री. लहू माणिक बोयणे वय:-29; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: काळेवाडी,पुणे, महाराष्ट्र, पुणे. पिन कोड -411017 पॅन नं:-AADTA6237G

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-विनोदकुमार महानताप्या कवलदार - - वय:-27; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: जे एन-2/64 ए-2, गुलमोहर अपार्टमेंट , सेक्टर -9, वाशी, नवी मुंबई, ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400703 पॅन नं:-BRMPK4810L

मी नक्कल केली

अस्सल वरहुकुम नवफल

मी वाचली

(9) दस्तऐवज करुन दिल्याचा दिनांक

(10)दस्त नोंदणी केल्याचा दिनांक

(11)अनुक्रमांक,खंड व पृष्ठ

(14)शेरा

(12)बाजारभावाप्रमाणे मुद्रांक श्ल्क

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

04/02/2020

04/02/2020

1363/2020

312000

30000

दस्तासोबतची प्रत

श्री./सौ. <sup>--</sup>

मी रुजवात येतली यांना दिली असे.

810212020

Word सह-द्य्यम निबंधक हवेली क्र.१७

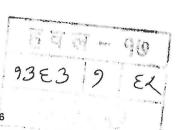
मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(i) within the limits of any Municipal Corporation of annexed to it.

Cantonment area







GRN MH011630518201920E	BARCODE IIIII			III Dat	e 04.02/2020-11:0	1:20 Fc	orm ID	25.1	
Department Inspector General Of Registration		Payer Details							
Stamp Duty	_	MU.	TAX ID (If A	ny)			<b>8</b> 0. U.S.	To the same of	
Type of Payment Registration Fe	e		PAN No.(If A	Applicable)	BRMPK4810L	ection reconstruction			
Office Name HVL18_HAVELI 18	JOINT SUB REGIST	RAR	Full Name	Full Name VINODKUMAR MAHANTAPPA KAWALD.		VALDAR			
Location PUNE			m W -						
Year 2019-2020 One Tir	ne		Flat/Block I	Flat/Block No. FLAT NO. F 705 DELTA TOWER ACE ALM		CE ALMI	IGHT		
			Premises/B	uilding	SURVEY NO. 86 P.	ART	•		
Account Head De	tails	Amount In Rs.							
003004€401 Stamp Duty		312000.00	Road/Stree	t	PUNE				
0030063301 Registration Fee		30000.00	Area/Locali	ty	TATHAWADE				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
			Town/City/I	District					
•			PIN	1		4 1	1	0 3	3
			Remarks (ii	Any)					f.
C.F.A.C.			PAN2=AAD	TA6237G~	SecondPartyName=,	ACE AL	MIGHTY	~CA=445	56972
DELVICED									
342000.00								ı	
EFACE			Amount In	Three La	akh Forty Two Thous	and Ru	oees Onl	У	
Total		3,42,000 00	Words						
Payment Details STA	TE BANK OF INDIA	= 1.		F	OR USE IN RECEIVI	NG BA	NK		
Cheque	-DD Details		Bank CIN	Ref. No.	00040572020020	400348	CKM10	40890	
Cheque/DD No.	0.000		Bank Date	RBI Date	04/02/2020-11:24	:03	Not Ver	fied with	RBI
Name of Bank			Bank-Branc	h	STATE BANK OF	INDIA			ii.
Name of Branch		-	Scroll No. , Date Not Verified with Scroll						

Department ID : Mobile No. : 7083233665 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवल दुरपम निवधक कार्यालयाव नोंदणी करावसाच्या दस्तासाठी लागु आहे . नोंदणी न करावसाच्या दस्तासाठी लाग लागे.

# Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(iS)-385-1363	0006011055201920	04/02/2020-15:53:49	IGR024	30000.00

 GRN:
 MH011630518201920E
 Amount: 3,42,000.00
 Bank:
 STATE BANK OF INDIA
 Date:
 04/02/2020-11:01:20

 2
 (iS)-385-1363
 0006011055201920
 04/02/2020-15:53:49
 IGR024
 312000.00

 Total Defacement Amount
 3,42,000.00





# AGREEMENT TO SALE

Project Name

: "ACE ALMIGHTY DELTA TOWER"

Building

: "F Building"

Floor No.

: "Seventh Floor"

Apartment No.

: "705"

Consideration

: Rs. 44,56,972/- (Rupees Forty Four Lacs Fifty

: Six Thousand Nine Hundred and Seventy Two only)

S. NO.

: Survey no. 86/6 & 86/7

Village

: Tathawade

Postal Code

: 411033

MahaRERA Reg. No.: P52100022574 Plan Sanction No.

: B.P./Tathawade/08/2020 Dated 16/01/2020

Date of Possession

Annexure-A

: 31st Day of December 2022 : Certificate of Title

Annexure-B

: 7/12 Extract of Land : Layout of the Project

Annexure-C1 Annexure-C2

: Sanction Building Plan

Annexure-D

: Floor Plan of the Apartment : Specification of the Apartment

Annexure-E Annexure-F

: Certificate of Registration with MahaRERA

Annexure-G

: Commencement Certificate

THIS AGREEMENT MADE AT PUNE ON THIS OUT DAY OF FEBRUARY IN THE YEAR 2020.

# BETWEEN

# M/S ACE ALMIGHTY [PAN: AADTA6237G]

An association of person

OFFICE AT: Survey No. 86/6, Behind Indira College,

Tathawade, Tal. Mulshi, Dist. Pune- 411033.

#### Through Its Members:

#### 1. M/S ACE VENTURES

A Registered Partnership Firm

[PAN: AAVFA8054H]

OFFICE AT: Survey No. 17/2, Opp. D Prabhag, Office of Pcmc, Aundh-Kalewadi Road, Rahatani,

Pune - 411017.

#### Through Its Partners;

# MR. ANUP PARMANAND JHAMTANI

Occupation: Business Age: 34 Years,

# 2. M/S. ACE BUILDCON

A Registered Partnership Firm

[PAN: AAXFA9252B]

OFFICE AT: Survey No. 17/2, Opp. D Prabhag,

Office of Pcmc, Aundh-Kalewadi Road, Rahatani,

Pune - 411017.







# Through It's Partners; MR. ANUP PARMANAND JHAMTANI

Age: 34 Years, Occupation: Business

# 3. MR. ANUP PARMANAND JHAMTANI

[For himself and Power of Attorney holder of No. 1 & 2 Hereinabove]

[PAN: AJFPJ8303D]

Age: 34 Years, Occupation: Business

OFFICE AT: Survey No. 17/2, Opp. D Prabhag,

Office of Pcmc, Aundh-Kalewadi Road, Rahatani,

Pune - 411017.

Hereinafter referred to as "THE PROMOTERS"/ "BUILDERS" (Which the expression shall unless it be repugnant to the context or meaning thereof mean and include the said Owner / Developer/ Promoters, its partners, their legal heirs, survivor, executors, administrators, representatives, agents) OF THE FIRST PART

#### AND

# VINODKUMAR MAHANTAPPA KAWALDAR

Age: 27 Years, Occupation: Service

[PAN No. BRMPK4810L] / [Aadhar Card No. 6691 1477 6315]

**R/at:** JN-2/64/A-2, Gulmohor Apartment, Sector-9, Vashi, Navi Mumbai, Thane, Maharashtra - 400703.

Hereinafter referred to as "THE ALLOTTEE/s" / "PURCHASER/s" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Allottee, his / her / their successors, heirs and permitted assignees alone so far as the obligations on the part of the Promoters is concerned) OF THE SECOND PART.

WHEREAS the "THE PROMOTERS"/ "BUILDERS"/ "OWNERS" herein above referred are the owners for their respective share in the total amalgamated land admeasuring about 01H 34.20R i.e. 13420 Square Meters (including area under Road reservation) consisting of land bearing Survey No. 86/6 + Survey No. 86/7, situated at Village: Tathawade, Taluka: Mulshi, Dist: Pune with in the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Ld. Sub-Registrar of Assurances at Haveli as described at Schedule-A mentioned herein below and which the land is herein after referred to as the "said entire land". The Promoters have acquired the title of the said land from its previous owner as well as the Owners herein have entered into various agreements as tabled herein under and assigned Title of the respective land to and in favour of the Promoters hereinabove named on the terms and conditions as stipulated in the respective agreements as mentioned herein under:





s. no.	DESCRIPTION OF THE DOCUMENT	REGISTRATION NUMBER	DATE OF EXECUTION/ REGISTRATION	
	SURVEY NO. 86/6 +	SURVEY NO. 86	5/7	
01	Sale Deed	8671/2009 [Haveli No.17]	25/09/2009	
02	Power of Attorney	8672/2009 [Haveli No. 17]	25/09/2009	
03	Sale Deed	6137/2012 [Haveli No. 17]	21/06/2012	
04	Power of Attorney	6138/2012 [Haveli No. 17]	21/06/2012	
05	Sale Deed	1284/2013 [Haveli No. 26]	17/09/2013	
06	Power of Attorney	1285/2013 [Haveli No. 26]	17/09/2013	

WHEREAS Mr. Anup Parmanand Jhamtani on one part, M/s. Ace Ventures, through their Partners, Mr. Anup Parmanand Jhamtani, Mr. Kumar Kanhaiyalal Bajaj & Mr. Suresh Hotchand Chabbria on Second part & M/s. Ace Buildcon through its Partners Mr. Anup Parmanand Jhamtani, Mr. Kumar Kanhaiyalal Bajaj, Mr. Suresh Hotchand Chabbria & Mr. Hitesh Kuldeep Dadlani on third Part have executed Association of Persons (AOP) on 21/03/2014 in respect of the Schedule Properties & have decided to develop the said properties by name "ACE ALMIGHTY". The said Association of Persons (AOP) is notarized before Advocate & Notary Govind N. Patil noted at Sr. No. D-25/2014.

WHEREAS Promoters applied to the Pimpri Chinchwad Municipal Corporation for the sanction of building plan and got a building plan sanctioned for the said Land by the virtue of the sanctioned bearing No. B.P./Layout/Tathawade/08/2012 Dt. 08/06/2012, subsequently revised by the way of revised plan bearing No. BP/Tathawade/24/2013, dated 26/11/2013, which got subsequently revised by the way of revised plan bearing No. BP/Tathawade/21/2014 dated 25/08/2014, which got subsequently revised by the way of revised plan bearing No. BP/Tathawade/18/2019 dated 15/03/2019, which got subsequently revised by the way of revised plan bearing No. BP/Tathawade/61/2019 dated 27/08/2019. [Hereinafter referred to as "the Said Scheme"]. Further the Promoters commenced the work of construction of building on the said land sanctioned by the Pimpri-Chinchwad Municipal Corporation vide Commencement Certificate No. B.P./Layout/Tathawade/08/2012 Dt. 08/06/2012, which subsequently revised by BP/Tathawade/24/2013, dated 26/11/2013 which got subsequently revised by the way of revised plan bearing No. BP/ Tathawade/ 21/2014 dated 25/08/2014, which got subsequently revised by the way of revised plan bearing No. BP/ Tathawade/ 18/2019 dated 15/03/2019, which got subsequently revised by the way of revised plan bearing No. BP/ Tathawade/ 61/2019 dated





27/08/2019 which got subsequently revised by the way of revised plan bearing No. B.P./ Tathawade/ 08/ 2020, Dated 16/01/2020 AND

WHEREAS Promoters got NA Order bearing No. PMA/NA/SR/338/12 PUNE Dated 27/12/2012 & PMA/NA/SR/33/2014 PUNE dated 05/05/2014 from the Hon'ble Collector, Pune. Further, the GRANTOR got the development Scheme sanctioned from Pimpri - Chinchwad Municipal Corporation through Sanctioned building plan number. AND

WHEREAS Promoters has decided to develop the said properties by name "ACE ALMIGHTY" constructed / proposed to construct Residential/Commercial Wings demarcated as "Building A i.e. Ace Almighty Commercial", "Building B i.e. Alfa Tower", "Building C i.e. Omega Tower", "Building D i.e. Beta Tower", "Building E i.e. Gamma Tower" & "Building F i.e. Delta Tower". AND

**WHEREAS** the Promoters has proposed to construct on the said land a scheme comprising of ownership Apartments/Flats/units/shops/offices etc., in the name of "ACE ALMIGHTY" [Hereinafter referred to as the "said project"] consisting of building / floors / units as tabled herein below;

	TOTAL POTENTIAL OF PROJECT					
WING/ BUILDING	OCCUPATION TYPE	NUMBER OF FLOORS	ST/ (US			
A (Ace Almighty Commercial)	Commercial/ Residential	Parking/Ground + Mezzanine + 06	Ongoing			
B (Alfa Tower)	RESIDENTIAL	Parking + 11	Completed			
C (Omega Tower)	RESIDENTIAL	Parking + 11	Completed			
D (Beta Tower)	RESIDENTIAL	Parking + 11	Completed			
E (Gamma Tower) RESIDENTIAL		Basement + 2Parking + 9	Ongoing			
F RESIDENTIAL/ (Delta Tower) COMMERCIAL		Basement + 2Parking + 9	Ongoing			

WHEREAS Promoters have completed the construction work of "Building B i.e. Alfa Tower", "Building C i.e. Omega Tower", "Building D i.e. Beta Tower" and accordingly have obtained part completion Certificate for respectively from the office of PCMC vide No. 170/2016 on 02/06/2016 & 486/2017 on 29/07/2017

WHEREAS required under RERA the Promoters has chosen to define each of the Phase with building numbers proposed to be developed on





the said land as a separate project and has chosen to register it as a separate project under MAHARERA as the date of possession of each of Phase with building numbers are differ. AND

WHEREAS the full potential of **Building F** (i.e. **Ace Almighty DELTA TOWER**) is as under:

TOTAL POTENTIAL OF PROJECT				
WING/ BUILDING	OCCUPATION TYPE	NUMBER OF FLOORS	TOTAL NUMBER OF UNITS IN THE WING	
F (ACE ALMIGHTY DELTA TOWER)	RESIDENTIAL/ COMMERCIAL	Basement + 2Parking + 9	52 Units	

TILL DA	TE SANCTIONE	D DETAILS OF	PROJECT
WING/ BUILDING	OCCUPATION TYPE	SANCTIONED NUMBER OF FLOORS	TOTAL SANCTIONED NUMBER OF UNITS IN THE BUILDING/WING
F (ACE ALMIGHTY DELTA TOWER)	RESIDENTIAL/ COMMERCIAL	Basement + 2Parking - 8	46 Units

(Hereinafter referred to as the "Said Building" for the sake of brevity). AND

WHEREAS the Maharashtra Real Estate Regulatory Authority has granted registration to the ACE ALMIGHTY DELTA TOWER (i.e. Building F) of the said Project proposed on the said land, vide registration no. P52100022574, dated 07/10/2019 authenticated copy of the said registration is attached to this agreement at Annexure-F.

WHEREAS the Promoters have entered into a standard Agreement with Architect i.e. M/s. Solespace Architects (Mr. Shashank Phadke) Architects registered with the Council of Architects having License No. CA/92/14807 and such Agreement is as per the Agreement prescribed by the Council of Architects. However, the promoters herein have reserved the rights to change such Architect at any time if so desired by the promoters at its sole discretion. AND

WHEREAS the Promoters have appointed M/S. HANSAL PARIKH AND ASSOCIATES, through its Authorised Person MR. HANSAL PARIKH structural Engineer having License No. 97, Category -A, for the preparation of the structural design and drawings of the buildings and the Promoters accepts the professional supervision of the structural Engineer till the completion of the building/buildings. However, the promoters herein have reserved the rights to change such structural Engineer at any time if so desired by the promoters at its sole discretion. AND







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

WHEREAS by virtue of the recitals as mentioned herein above the Promoters has sole and exclusive right to sell the Apartment in the said building/s / said project constructed / to be constructed by the Promoters on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartment and further to receive the sale consideration in respect thereof. AND

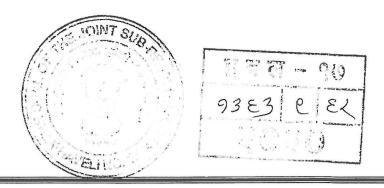
WHEREAS on demand from the allottee, the Promoters has given inspection to the Allottee of all the documents of title, Deeds and Documents, Orders, NA Orders, Sanctions, Registration Certificates, 7/12 Extracts, Title Search Report of the said land, commencement Certificate, Indemnity Bonds, Undertakings, relating to the project land and the plans, layouts, designs and specifications prepared by the Promoter's Architects, and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 and Maharashtra Ownership of Apartment Act 1963 (hereinafter both the Acts together are to be referred to as "the said Acts") and the Rules and Regulations made there under. AND

WHEREAS the Promoters has decided to form an Association of Apartments under Maharashtra Apartment Ownership Act, 1970 of all Apartment allottee(s)/s or the buildings/project and have specifically informed the Allottee about its intention to do so and the Allottee has raised no any objection to the same. AND

WHEREAS, the Allottee has carried out independent necessary search by appointing his/her/their own Advocate regarding the title and the nature of the title of the said land / proposed project. The Allottee has further visited the online site of the Real Estate Regulatory Authority and has apprised himself /herself/themselves about the details of the said project as disclosed and declared by the Promoters therein. The Allottee has / have satisfied himself / herself / themselves in respect of the marketable title of the Promoters in respect of the said land and also have verified the correctness and lawfulness of all the other documents produced for their inspection by the Promoters and thereafter have agreed to purchase the Apartment more particularly described in the "SCHEDULE-C2" annexed herewith and delineated and demarcated in Red Color in Annexure-"D" annexed hereto. AND

WHEREAS the Allottee has read and understood all the terms and conditions of the deeds and documents concerning the title of the said land so also the Allottee has read and understood all the contents of the indemnity bonds/Undertakings, etc. given by the Promoters to the Hon'ble Collector, Pimpri Chinchwad Municipal Corporation or any other authority and terms and conditions mentioned in Commencement certificate, NA Order and also the allottee has read and understood the terms and conditions thereof. AND





WHEREAS the Allottee is aware of the fact that the present scheme is the only one of the phases of development of the said entire proposed project and the all the phases after they are fully developed shall form one housing scheme. The Allottee is also aware that the Promoters has entered or will enter into similar and/or different and/or separate Agreements with several other intending allottees and/or Allottees, persons and parties in respect of other units in the said building/project. AND

WHEREAS the Allottee herein being desirous of purchasing an Apartment, applied to the Promoters for allotment of the FLAT No. "705", on the Seventh Floor of the Building F in the said project known as "ACE ALMIGHTY DELTA TOWER" to be constructed on the said land. Accordingly, in response to the application of the Allottee, the Purchaser/ Allottee is offered by the Promoters an FLAT bearing No. "705", on the Seventh Floor of the Building F in the said project known as "ACE ALMIGHTY DELTA TOWER" to be constructed/ being constructed on the said land (hereinafter referred to as "the said unit" / "the Said FLAT"). AND

WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoters, extract of Village Forms VI and VII and XII, layout of the project, sanctioned building plan, Floor Plan of the Apartment, Specifications of Apartment and certificate of registration with RERA showing the nature of the title of the Promoters to the project land on which the Apartments are constructed or are to be constructed, approvals and registrations obtained have been annexed to this agreement at Annexure 'A' to Annexure 'G', respectively. AND

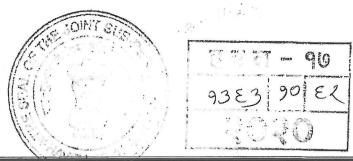
**WHEREAS** the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing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

WHEREAS prior to the execution of these presents the Allottee has paid to the Promoters a sum of Rs. 4,45,697/- (Rupees Four Lacs Forty Five Thousand Six Hundred and Ninety Seven Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing. AND

**WHEREAS** under the said Acts the Promoters is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.







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

- 1. The recitals mentioned herein above shall form part of this agreement and shall be binding upon the parties.
- 2. **Definitions:** In this agreement, unless the context otherwise requires the words:

"Carpet Area":

means 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 or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Apartment.

"Common Area":

means The land under the buildings/phase/project, all community facilities, play area, lift, lift lobby, staircase, fire escape, exit of building, common entrance, the footings, RCC structures and main walls of the buildings, Staircase columns lift room in the building/s, Common sewage/Drainage / sumps, motors, compressors, ducts, central services, Water, Electrical Lines, Power Backup / Common ground water storage tank and overhead tank, Electrical meters, wiring connected to common lights, lifts, pumps.

"Limited Common Area":

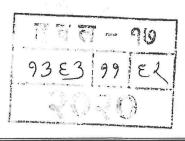
means accommodation for watch and ward staff and for the lodging of community service personal, common topterrace, common basement, common storage space, Partition walls between the two Apartments shall be limited common property of the said two Apartments, the closed parking which may be allotted / sold for exclusive use of the specific Apartment.

## CONSTRUCTION IN ACCORDANCE WITH PLAN

3. The Promoters shall construct the said building/s / project in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Further, 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







while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority. The Promoters shall obtain any further approvals as may be required under any law in force or any subsequent law affecting the development of the said project from the concerned authority, so also the Promoters shall obtain Building Completion Certificate or Occupancy Certificate of the said Building from the concerned authority after completion of the construction of the said building / said project.

#### **FULL AND TRUE DISCLOSURE**

4. The Promoters have made full and true disclosure about the title, proposed plans concerning the said land and the said project to the Allottee. The Allottee having acquainted and satisfied himself/ herself/themselves with all the facts and nature of rights of the Promoters has/ have entered into this Agreement. The Allottee hereinafter shall not be entitled to challenge or question the title of the owner and the right of the Promoters to enter into this Agreement under any circumstances whatsoever.

#### NAME OF THE PROJECT

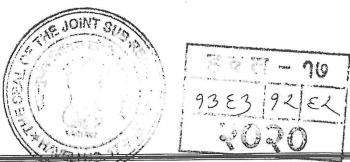
5. The name of the Project shall be "ACE ALMIGHTY DELTA TOWER". The said name shall not be changed for any reason whatsoever without prior written consent of the promoters herein.

#### **FUTURE SALE OF APARTMENT**

6. The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee FLAT No. "705" admeasuring 49.45 Square Meters of carpet area + Enclosed Balcony area admeasuring 07.52 Square Meters + Dry/Open Balcony area admeasuring 00.00 Square Meters, along with exclusive right to use and occupy the adjoining same level terrace having area about 07.90 Square Meters located on the Seventh Floor, in the Building F of the said project known as "ACE ALMIGHTY DELTA TOWER" as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. 44,56,972/- (Rupees Forty Four Lacs Fifty Six Thousand Nine Hundred and Seventy Two only), which the price is a lump sum deal and exclusive of GST, stamp duty, registration Charges, LBT or any such other taxes levied by the Government. The Promoter herein has allotted to the Allottee right of exclusive use of One Covered Car Parking and the allottee agrees that if for any reason it be held that allotment of the Car Park herein to the allottee gets cancelled then the allottee shall not be entitled to ask for refund of any amount or compensation as price herein agreed is only for the said Apartment and allotment is made ex-gratia for beneficial enjoyment of the same. The Promoter and the Allottee have agreed that there shall be no any consideration payable by the Allottee to the Promoter on account of parking allotment so also proportionate common areas and facilities so also limited common area appurtenant to the premises. The sale of the said Apartment is on the basis of carpet area only. The Allottee is aware that due to the skirting and







variation in plaster, the carpet area varies. The variation may be approximately three percent. The Allottee consents for the same and is aware that the consideration being lump sum will not change.

# DISCLOSURE REGARDING MANUFACTURER'S WARRANTY

7. The Promoters specifically discloses that, the manufacturers of certain appliances, equipment's, standard fittings, machineries including generator set for backup, STP, electric pumps, waste management plants (if any), lifts, , security equipment if any, electronic equipment if any, Solar System if any, Garbage Chute if any, etc will be as per the warranty provided by the respective manufacturer / Supplier. The only warranty on those items is of the manufacturer's warranty and the Promoters is in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

# FIXTURES AND FITTINGS

8. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities with particular brand, or price range (if unbranded) to be provided by the Promoters in the said building and the Apartment as are set out in **Annexure** 'E', annexed hereto.

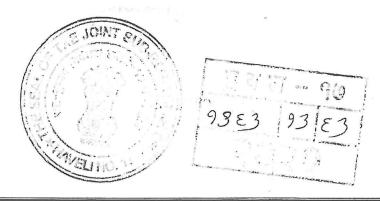
# PAYMENT PLAN

9. The Promoters and the Allottee have mutually agreed to the present payment plan based upon the milestone table herein below. The Allottee has agreed to pay the consideration of Rs. 44,56,972/-(Rupees Forty Four Lacs Fifty Six Thousand Nine Hundred and Seventy Two only), (excluding GST, Stamp Duty, Registration Charges & Other taxes), in following manner;

Sr.	Amount		Particulars		
I	Rs.	4,45,699/-	10% At The Time Of Booking.		
II	Rs.	4,45,699/-	10% At The Time Of Agreement To Sale.		
III	Rs.	4,45,699/-	10% At The Time Of Commencement Of the Basement Slab.		
IV	Rs.	4,45,699/-	10% At The Time Of Commencement Of the Ground Slab.		
V	Rs.	2,22,848/-	05% At The Time Of Commencement Of the Podium Slab.		
VI	Rs.	2,22,848/-	05% At The Time Of Commencement Of the 1st Slab.		
VII	Rs.	2,22,848/-	05% At The Time Of Commencement Of the 3 <sup>rd</sup> Slab.		
VIII	Rs.	2,22,848/-	05% At The Time Of Commencement Of the 5th Slab.		
IX	Rs.	2,22,848/-	05% At The Time Of Commencement Of the 7th Slab.		







	Rs.	44,56,972/-	TOTAL CONSIDERATION (100%)
XVI	Rs.	2,22,848/-	05% At The Time Of The Possession Of The Said Flat To The Allottee
XV	Rs.	2,22,848/-	05% At The Time Of Commencement Of Concerned Floor Doors And Windows.
XIV	Rs.	2,22,848/-	05% At The Time Of Commencement Of Concerned Floor Flooring Work.
XIII	Rs.	2,22,848/-	05% At The Time Of Commencement Of Concerned Floor Electrification And Plumbing Work.
XII	Rs.	2,22,848/-	05% At The Time Of Commencement Of Concerned Floor Brick Work.
XI	Rs.	2,22,848/-	05% At The Time Of Commencement Of Top Sanctioned Slab.
X	Rs.	2,22,848/-	05% At The Time Of Commencement Of the 9th Slab.

It is made clear and agreed by and between the parties hereto that the promoters shall not be bound to follow, chronological order of any of the stages of the above said construction stages / installments and that the Promoters shall be at complete liberty to choose the chronology of the respective stages of the construction. The Allottee agrees that the Promoters may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said Apartment is also arrived on the assurance of the Allottee to abide by the above payment schedule only and it will not be altered by the Allottee under any circumstances. The Allottee shall make all the payments to the Promoters by Demand Draft / Pay orders / Local Cheques payable at Pune only. If the Allottee makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoters and to the extent the said amount is credited by deducting the commission of the Bank/out station clearing charges. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Promoters for such advance payments made by the Allottee or Finance Companies/ Banks, etc.

The Allottee 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 its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.

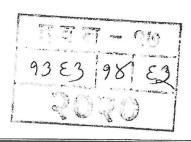
#### TIME OF ESSENCE

10. Time is essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee after









receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 9 herein above which is hereinafter referred to as the "Payment Plan".

# INTEREST ON DELAYED PAYMENT

11. It is hereby specifically agreed that the time for payment as specified above is of the utmost essence to this agreement and on failure of the Allottee to pay the same on due dates, it shall be deemed that the Allottee has committed breach of this agreement and the Promoters shall be entitled to take such action as they are entitled to take in case of breach/default of this agreement, including termination of this agreement. Without prejudice to the right of the Promoters to take action for breach arising out of delay in payment of the installments on the due date, the Allottee shall be bound and liable to pay interest as specified under the rules formed under the said Act or as per MCLR of State Bank Of India + 2% with quarterly rests on all amounts which become due and payable by the Allottee to the Promoters till the date of actual payment. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the Promoters under this Agreement, nor shall be construed as condonation by Promoters on such delay. The amount of interest shall be calculated after completion of the said Apartment and the Allottee has agreed to pay the same before possession of the said Apartment without fail.

## TAXES AND ITS PAYMENT

- 12. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of GST, stamp duty, LBT, registration fee, 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. It is agreed between the Promoters and the Allottee that all such taxes/duties/registration fees shall be paid by the Allottee separately as and when demanded by the Promoters within 07 days of such demand being made in writing.
- 13. It is agreed by and between the Promoters and the Allottee that, in case of failure of the Allottee to pay the Government dues as mentioned hereinabove, if the Promoters is subjected to any penal interest by the concerned government authorities then the Allottee shall be duty bound to reimburse the same to the Promoters. Further, the Allottee agrees to pay to the Promoters, interest as specified in the Rule, on the taxes and penalty, which become payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is paid by the Promoters to the concern government authorities. It is agreed that, the Promoters shall have the right to claim such amount along with other claims of compensation/ losses/ burden undergone/





undertaken by the Promoters. It is further agreed that there shall always be a charge / lien on the said Flat / Apartment in favour of the Promoters against the amount payable by the Allotee to the Promoters towards the GST / Service Tax / VAT and / or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction.

- 14. If at any time, after execution of this agreement, the service tax / Value Added Tax (VAT) / GST etc is increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said Apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Promoters from all such levies, cost and consequences. Provided that the Promoters shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 15. The Purchaser/s herein is well aware that, the Central Government of India has inserted Sec. 194-IA in Income Tax Act 1961 imposed responsibility on Allottee/s if consideration payable by the Allottee/s to the Promoters is more than Rs. 50,00,000/-, then at the time of credit of such sum to the account of the Promoters or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount equal to 1% of such sum as income tax thereon and accordingly if the Allottee/s herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is made produced original Challan-cum-statement in Form No.26QB u/s 194-IA of Income Tax Act 1961 read with Income Tax Rule 30(a)(2A) & 31A in the name of Promoters herein with PAN, then only the Promoters will acknowledge receipt of part consideration of said tenement for the amount equal to deducted and paid under such Challan-cum-statement.
- 16. Provided that, at the time of handing over the possession of the said tenement if any such Challan-cum-statement in Form No. 26QB is not produced by the Allottee/s, then Allottee/s herein shall deposit amount as interest free deposit with the Promoters equivalent to the amount which is to be paid by the Allottee/s under aforesaid provision and which deposit amount will be refunded by the Promoters to the Allottee/s on submitting Challan-cum-statement in Form No.26QB within 15 days from the end of the month in which possession of the tenement is delivered by The Promoters to the Allottee/s.





17. Notwithstanding anything contents stated hereinabove, the liability to pay the aforesaid taxes, etc. will be always on Allottee/s of the said Apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoters in such circumstances the Promoters herein shall be entitled to recover the same from the Allottee/s along with interests 24% per annum and Allottee/s herein shall pay the same to the Promoters within stipulated period as may be informed by the Promoters to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said Apartment being first encumbrance of the Promoters. The Allottee/s herein with due-diligence has accepted the aforesaid condition.

# **ESCALATIONS**

- 18. 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 undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters 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, which shall only be applicable on subsequent payments.
- 19. If at any time, after execution of this agreement the Central Government/ State Government / Local authority / Revenue Authority / any other authority / any court / Judicial authority / quasi judicial authority by way of any Statute / rule / regulation / notification / order / judgment /executive power etc. levies any tax/ duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund /betterment tax/ sales tax / transfer tax / turnover tax / works contract tax / service tax, VAT, penalties etc. and put in force or shall be in force prospectively or retrospectively, in respect of the said Apartment or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoters then reimbursed) by the Allottee. The Allottee hereby indemnifies the Promoters from all such levies, cost and consequences.

# FINAL CONSIDERATION AND ITS CALCULATION

20. The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy 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 percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall





demand additional amount from the Allottee as per milestone of the Payment Plan. All these monetary adjustments shall be made at the average rate per square meter as agreed in this Agreement.

# OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

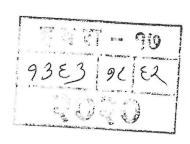
- 21. The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 22. It is hereby agreed that subject to the terms of this agreement, the Allottee shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the local authority, State and/or Central government including Environment Department etc. at the time of sanctioning/revision of the plans or at the time of granting completion certificate. The Allottee shall not be entitled to claim possession of the said Apartment until the completion certificate in respect of the said Apartment is received from the Pimpri Chinchwad Municipal Corporation and the Allottee pays all dues, advances, deposits, maintenance amount etc. payable under this agreement in respect of the said Apartment to the Promoters and has signed the possession documents, bonds, receipts, etc. After receipt of the completion certificate from Pimpri Chinchwad Municipal Corporation the Promoters shall be absolved from or any liability in case any addition and/or alteration Apartment/building by the Allottee, any damage to the building by accident, any tampering with the geometrical sections of the building, lack of maintenance by the Allottee/association, any event of force majeure and any act of God.

#### TERMINATION OF AGREEMENT

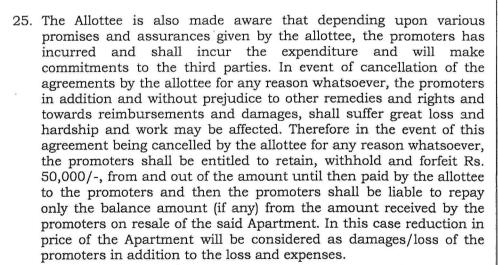
23. On the allottee committing three defaults in payment on the due dates, of the installments or any other amounts due and payable of the Allottee committing breach of any terms and conditions of this agreement, the Promoters shall in its sole discretion be entitled to terminate this Agreement. Provided always that the power of termination hereinbefore contained shall not be exercised by the Promoters unless and until the Promoters has given to the Allottee fifteen days prior notice in writing of the Promoters's intention to terminate this agreement and of the specific breach or breaches of the terms and conditions in respect whereof it is intended to terminate this agreement and default shall have been made by the Allottee in remedying such breach or breaches within fifteen days after such notice. After a period of fifteen days from the date of this notice, if even part of the dues remains unpaid, the agreement shall be terminated. The Allottee has irrevocably agreed to the same.







24. It is agreed between the parties that upon termination of this Agreement, the Promoters shall deduct Rs. 50,000/- (Rupees Fifty Thousand only) or 2% of the agreement whichever is higher, towards administration and other expenses etc, out of the installments of the consideration which the Allottee might have till then paid to the Promoters and refund the balance amount (if any), without any interest. It is further agreed that the balance amount, if any, shall be paid by the promoters to the allottee after resale of the said Apartment in the manner of receipt of consideration from new allottee. The Allottee shall have no claim except for repayment of the amount payable as mentioned above. The Allottee hereby agrees that in that event all of his/her/their rights in the said Apartment shall stand extinguished and no separate cancellation deed, its execution and registration will be required. The information letter sent by the promoters calling upon the allottee to collect the Balance amount will in itself be considered as the cancellation of this agreement in Toto. The promoters shall be entitled to resale the said Aparament and/or dispose of or otherwise alienate the same in any other manner as the Promoters in its sole discretion thinks fit. The allottee agrees to the same. The Promoters shall not be responsible to refund any kind of tax like Vat/ service tax / GST / stamp duty / registration fees etc. collected from the allottee at any given point of time.

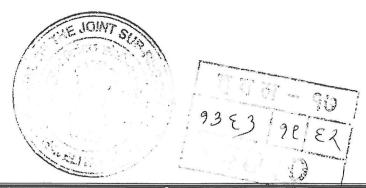


#### POSSESSION

26. The Promoters shall give possession of the Apartment to the Allottee on or before 31st Day of DECEMBER 2022 and the same has been mentioned on the MAHARERA Website as well. If the Promoters fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned hereinabove from the date the Promoters received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoters shall be entitled to reasonable







extension of time for giving delivery of Flat / Apartment on the aforesaid date, if the completion of building in which the Flat / Apartment is to be situated is delayed on account of:

- a. war, civil commotion or act of God;
- b. Any notice, order, rule, notification of the Government and/or other public or competent authority/court or any Decree / Order of any Court/tribunal/authority.
- c. Non-availability of steel, cement, other building material, water, electric supply or drainage line etc.
- d. Any stay or injunction order from any Court/forum/statutory body.
- e. Pendency of any litigation of any nature affecting the construction or furbishing.
- f. Delay or default in payment of any installment or dues by the Apartment Allottee. (This is without prejudice to the right of the Promoters mentioned hereinabove).
- g. Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
- h. Any other circumstances beyond the control of the Promoters or force majeure.
- i. Changes in any rules, regulations, bye laws of various statutory bodies and authorities from time to time affecting the development and the project.
- j. Delay in grant of any NOC/ permission/ license/ connection installment of any services such as elevators, electricity and water connections and meters to the scheme/ Apartment/ road etc. or completion certificate from any appropriate authority.

# PROCEDURE FOR TAKING POSSESSION

27. The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three weeks) from the date of issue of such notice and the Promoters shall give possession of the Apartment to the Allottee. The Promoters agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agree(s) to pay the maintenance charges as determined by the Promoters or association of allottees, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.





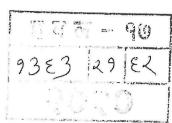
- 28. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoters to the Allottee intimating that the said Apartments are ready for use and occupancy.
- 29. Failure of Allottee to take Possession of Apartment Upon receiving a written intimation from the Promoters, the Allottee shall take possession of the Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided herein the Allottee shall continue to be liable to pay maintenance charges as applicable and Interest on pending amount due.
- 30. The Promoters may complete part portion or floor of the building and obtain part occupancy certificate/s and give possession of the Apartment/s to the Allottee/s hereof and the Allottee/s shall not be entitled to raise any objection thereto. Upon the Apartment Allottee/s taking possession of the Said Apartment/s (including the Allottee/s taking possession of the Said Apartment) in such partly completed or portion or floor, the Promoters or their agents or contractors shall carry on the remaining work with the Allottee/s occupying his/her/their/its Apartment. The Allottee/s shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them/it.

# FORMATION OF APARTMENT CONDOMINUIM AND CONVEYANCE

- 31. In accordance with the provisions of Maharashtra Ownership of Apartments Act, 1963, a separate association of Apartment owners including the bye laws of the proposed association of Apartment owners of the project/building shall be formed and if required by the Promoters the Allottee shall sign all necessary documents. Further, No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws if the same are required to be made by the Promoters as per their commitments to various persons, allottees and or any other competent authority as the case maybe. This condition is the essence of the agreement. It is communicated to and agreed by and between the parties that the Promoters shall form Apartment Condominium of for the said project and the Allottee shall not raise any objection to the same on any ground whatsoever.
- 32. Unless prevented by the circumstances beyond the control of the Promoters, it is agreed that the said land along with the building/s constructed or to be constructed thereon, shall be subjected to the provisions of Maharashtra Apartment Ownership Act, 1970, and the Apartment will be conveyed by the Promoters herein within 9 months from possession or Occupation Certificate (OC) whichever is later, subjected to receipt of entire amount and all dues from all allottees including maintenance charge, outgoing, stamp duty, registration fee, service tax, any other government dues.





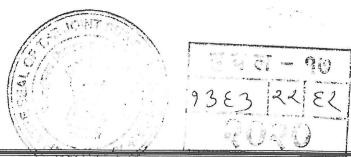


- 33. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Apartment Condominium on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoters, the Allottees share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.
- 34. This agreement shall be construed as a Declaration by the Allottee as provided under Maharashtra Apartment Ownership Act, 1970 read with Maharashtra Apartment Ownership Rules 1972 thereby submitting their Apartments to the provisions of the said act.
- 35. In case the law applicable to these present with respect to the formation of Association of Apartment owners is changed with retrospective and which shall adversely affect the obligation of the Promoters under this agreement with respect to formation of association of Apartment allottees then in that case the changes so made in the Law having retrospective effect shall not apply to this agreement and the obligation on part of the Promoters in respect to the formation of Association shall be followed as laid down under this agreement.
- 36. The conveyance and/or Declaration u/s 2 of the Maharashtra Apartment Ownership Act, 1970 shall be subject to exclusive, limited common rights of the Apartment allottee and commitments of the Promoters. The Promoters shall be entitled to amend/frame the bye laws, rules, etc. of the association as per terms of this agreement and also with a view to maintain decorum, beautification of the buildings, open grounds and common amenities, etc. The Promoters in its absolute discretion and at its option may execute and register such conveyance even before the aforesaid stipulated period.

# DEFECT LIABILITY

37. If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act. The word defect here means only defect on account of workmanship, quality or provision of service caused on account of willful neglect on part of the Promoters and shall not mean defects





caused by normal wear and tear, negligent use of Apartment by the allottee, vagaries of nature etc.

- 38. It is agreed that the described liability period under the Act shall be deemed to have commenced after expiry of 15 days from the date on which the Promoters has given the necessary intimation for possession to the Allottee or actual date of possession whichever is earlier. Provided further, it is agreed that the Allottee shall not carry out any alterations of whatsoever nature in the said Apartment or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the RCC structure, fittings. pipes, water supply connections or any other erection in the bathroom, kitchen, toilet, WC, terrace, etc. Or change of tiles in bathroom, WC, kitchen, entire flooring, and drill of any kind to fix any furniture, fittings. If any of such works are carried out or any heavy load are stored in the said Apartment, balcony, terrace etc., any liability including the defect liability automatically shall become void & the Allottee alone shall be responsible for it. Further the Allottee will be liable for paying damages, if any, to the Allottee/ Owner/User of Apartment below/above/adjoining or any affected Apartment. If due to the Allottees or any other Allottees act or negligence, the Allottees Apartment is damaged, the repairs shall be carried out by the party responsible for such an act and the Promoters shall not be liable for the same.
- 39. The Allottee/s shall not do or permit to be done any act or thing that may render void or voidable any insurance of the said land / building or any part thereof, whereby any increased premium shall become payable or levied in respect of the insurance and if done it shall be the Allottee/s sole responsibility to correct such act or thing and shall solely be liable to pay such losses, damages etc.
- 40. Further the Allottee/s will be liable for paying damages, if any, to the Allottee/s/Owner/User of Apartment below or any affected Apartment. If due to the Allottee/s or any other Allottee/s act or negligence, the Allottee/s Apartment is damaged, the repairs shall be carried out by the party responsible for such an act and the Promoters shall not be liable for the same.

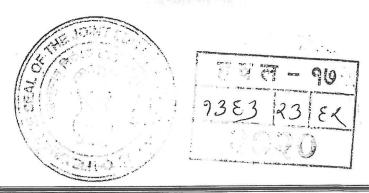
#### **USE OF APARTMENT**

41. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence.

# MAINTEPANCE

42. Within 15 days after notice in writing is given by the Promoters to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s 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, cleaning of overhead and underground water tank sand





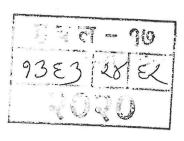
all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Flat / Apartment or Limited Company is formed, and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined.

- 43. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoters provisional monthly contribution of Rs. 5/- (Rupees Five Only) per Sq. Ft (ON CARPET AREA + ENCLOSED BALCONY AREA + ATTACHED TERRACE AREA + DRY/OPEN BALCONY) per month in advance for 24 [Twenty Four] Months towards the outgoings. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as maintenance and shall utilize the amounts only for the purposes for which they have been received. The Allottee agrees to pay Service tax / GST or any other kind of tax on the maintenance amount separately as made mandatory by the Central / State or any competent authority of the Government.
- 44. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/ assignment of lease of the structure of the building or wing is executed in favour of the Apartment Condominium. 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 Promoters to the Apartment Condominium / Association of Apartments / Society or the Limited Company, as the case may be.
- 45. The Allottee has agreed that the monthly maintenance will start from the date of first intimation letter given to any of the Allottee in the said Scheme that the said Apartment is ready for Possession.
- 46. The maintenance shall include the outgoings in respect of the said land and building/buildings 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 land and building/s.
- 47. That after expiry of the initial period of 24 [Twenty Four] Months and until the Association of Apartment Owners is formed and registered and the said land and building/s or the administration of the building/s is handed over or transferred to it, the Apartment Allottee/s further agrees that till the Apartment Allottee's share is so determined the Apartment Allottee herein shall pay to the Promoters or to such person as may be nominated by the Promoters provisional monthly contribution as decided by the promoters from time to time. The amounts so paid by the allottee/s shall not carry any interest and remain with the Promoters or the concerned person as the case may be until a conveyance is executed in favour of the unit allottees as aforesaid. During the continuance of the scheme









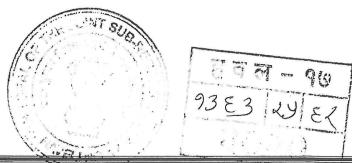
the maintenance charges paid by the Allottee after occupying the Apartment agreed to be sold to him or interest accrued from the deposit paid by him is never sufficient to cover the expenses of maintenance of the common areas and facilities since there are some unsold Apartments from whom charges cannot be collected. If any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the Apartment Allottee/s to the Promoters or concerned person prior to the final conveyance deed as aforesaid. The Apartment Allottee/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. The Apartment Allottee herein has specifically agreed to pay his contribution for running and maintaining the lifts/elevators (if provided in the said building) irrespective of the floor on which the Apartment is located and also irrespective of the use of the lifts/elevators by the Apartment Allottee. The Promoters are not liable to give any account of the expenses incurred for the aforesaid purposes.

48. The Promoters at its discretion and option shall be entitled to enter into agreement with any person / company / agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof. Even after formation of Association the Allottee and Association shall be bound by the said contract.

# REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

- 49. The Promoters to the best of their knowledge and information, hereby represent and warrant to the Allottee as follows:
- i. The Promoters have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoters 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 project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the 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/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and





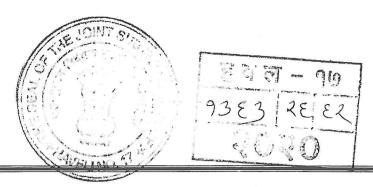
permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- vi. The Promoters have the right to enter into this Agreement and has 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 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 project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoters confirms that they are not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees:
- x. The Promoters 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;
- 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 property) has been received or served upon the Promoters in respect of the project land and/or the Project except those disclosed in the title report.

## REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

- 50. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoters as follows:
- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated 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 is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

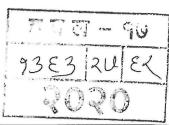




- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall 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 is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment 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 or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment 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 without the prior written permission of the Promoters and/or the Apartment Condominium.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

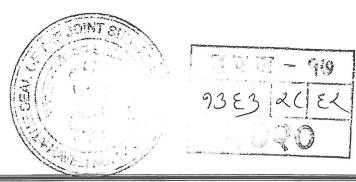






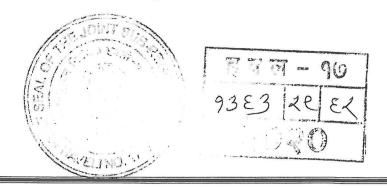
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sublet, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Apartment Condominium 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 Apartments 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 of Apartments/ Apex Body/ Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Condominium of Apartments, the Allottee 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 buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee 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 project land or any part thereof to view and examine the state and condition thereof.
- xiii. Not to make any changes, in the elevation such as, enclosures and terraces, dry balconies, additions of grills, etc., except or without the prior permission of the project architect. The Allottee also agrees not to put any kind of signages / boards / name plates / hoardings / any kind of advertisement except on the areas which are pre-allocated/sanctioned/specifically designated signage spaces to the allottee by the Promoters in writing. In case, any such unauthorized signage/hoarding/ any kind of advertisement is found to be erected post possession, the builder reserves the right to charge penalty and expense so incurred to rectify the damage done and remove such signage/hoarding/ any kind of advertisement.





- xiv. Not to make any changes, in the elevation such as, enclosures and terraces, dry balconies, additions of grills, etc., except or without the prior permission of the project architect. The Allottee also agrees not to put any kind of signages / boards / name plates / hoardings / any kind of advertisement except on the areas which are pre-allocated/sanctioned/specifically designated signage spaces to the allottee by the Promoters in writing. In case, any such unauthorized signage/hoarding/ any kind of advertisement is found to be erected post possession, the builder reserves the right to charge penalty and expense so incurred to rectify the damage done and remove such signage/hoarding/ any kind of advertisement.
- xv. The Allottee is hereby prohibited from altering, obstructing the external and internal structure of the building constructed as per the sanctioned plan.
- xvi. It is specifically understood that the matters related to service providers such as security services, managerial services and other service appointed by the Promoters for the Association of Owners is entirely the responsibility & liability of the Association. The Apartment Association has to handle all the financial and other matters with such service providers and the Promoters shall not be financially liable towards the Association and/ or the service providers.
- xvii. As the Promoters will be applying to the concerned authorities for giving separate water connections for buildings and electricity meters and connections for the said Apartment of the Allottee, if there is any delay in obtaining the water and electricity connections from the concerned department then in that case the Promoters may provide electrical connections / water supply /power supply/ generator supply through any other temporary arrangements because of which if there is any improper / in sufficient/ irregular supply of water / electricity the Promoters shall not be held responsible for the same and the Allottee hereby consents for any temporary arrangement that may be made in the said interim period. The Allottee shall pay for the proportionate charges as demanded, determined and decided by the promoters and service tax (as applicable) thereon. Until receipt of this amount from the Allottee, the Promoters shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Allottee for the above from the outgoings/maintenance charges for which the Allottee hereby gives his consent. The Promoters are entitled to demand charges for such temporary arrangement in advance, for 12 months, before giving possession of the said Apartment.
- xviii. The Promoters further specifically disclose that, in case of delay or rejection for new separate water connection or improper/insufficient water supply, the Promoters shall organize a survey at the said land from an expert organization and shall construct bore wells, if possible, and install pumps and lay down a water pipeline up to the storage tanks provided and further from such storage tanks to each Apartment in the various buildings.





- xix. The Promoters have specifically disclosed that despite the aforesaid efforts on the part of the Promoters, if the water supply at the said project is found insufficient, additional required water will have to be procured by the occupants/Purchaser/Allottee/s at their own cost, collectively through the Association or the Apex Body as the case may be and shall not take any objection regarding this matter and shall keep Local Authority/Sanctioning Authority/ Promoters indemnified at all times. The Allottee/s further agrees to bear the costs so incurred proportionate to the water consumed by them or as may be decided by the Association or Apex Body from time to time. The Promoters further discloses that, the Promoters will only create suitable infrastructure for treatment of this raw water, which will treat the water as per domestic and drinking consumption standards.
- xx. Till a separate electric meter or a water meter is installed/allotted by the MSECDL and any other authority, the allottee herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her Apartment.

# RESTRICTED AREAS AND FACILITIES

- 51. The areas described in definition clause herein above state common areas and facilities and which shall be for the more beneficial use and enjoyment in common with other Allottee's. The Allottee shall have no exclusive claim whatsoever in the same including all lobbies, staircases, lifts, which will always remain the property of the association and the same shall be for the common use for of all the Apartment allottees.
- 52. The areas described in definition clause herein above state limited common areas and facilities and which shall be for the purpose of facilitating services required for the common maintenance of the Apartment/building/scheme. The Allottee shall have no exclusive claim whatsoever in the same will always remain the property of the association and the same shall be used for of the purposes as decided by the Apartment Condominium from time to time.
- 53. The Allottee shall not raise any objection in the matter of allotment or sale or remaining Apartment etc. in the said land on the ground of nuisance, annoyance or inconvenience or any other reason whatsoever from any profession, trade or business, etc. that has been or will be permitted by law or by local authority.
- 54. The Allottees shall have no claim, save and except, in respect of the said Apartment hereby agreed to be sold in to him/her/them and all common amenities, areas and facilities as described in Schedule-C herein below will remain the property of the Promoters until the said land and building/s is/are transferred to an Association of Apartment Owners. Significant risks and rewards of ownership and effective control of Apartment shall be deemed to have been





transferred on delivery of possession though ownership and effective control of scheme shall remain with Promoters.

55. The Allottee hereby gives his consent and has no objection for the use of the remaining units wholly or in parts any other purpose as may be permitted by the Promoters in accordance with laws.

# RIGHT OF ALLOTMENT OF CAR PARKING / GARAGES

- 56. It is hereby agreed that the Promoters have the exclusive right of allotment of the different parking spaces or garages to one or more person/s of their choice and such person/s may not be the Apartment holders and realize sale and other proceeds there from to its benefits. Covered Car parks are not the common areas and each car park will be allotted to specific Allottee/s by the Promoters as per the Promoters choice and discretion.
- 57. The Allottee/s is given the right of exclusive use of One Covered car park either on Basement level, Ground level or on Podium level and the Allottee/s also agrees that if for any reason it be held that allotment of the Car Park herein to the Allottee/s gets cancelled then the Allottee's shall not be entitled to ask for refund of any amount compensation as price herein agreed is only for the Apartment/Unit and allotment is made ex-gracia for beneficial enjoyment of the same. The purchaser is aware and agrees to accept the Mechanised Parking provided under the building or under the RCC structure and the same has considered as covered parking and has no objection for the same whatsoever. The Allottee/s further agrees that he will not challenge any allotment of any parking space made by the Promoter to any other Allottee/s. The Promoter and the Allottee have agreed that there shall be no any consideration payable by the Allottee to the Promoter on account of parking allotment so also proportionate common areas and facilities so also limited common area appurtenant to the premises.

# TRANSFER OF PROJECT

58. The Promoters shall have right to transfer the project to any third party/entity subjected to due compliance of the conditions as laid down under Section 15 of The Real Estate Act, 2016.

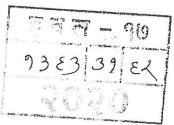
#### SPECIAL COVENANTS

- 59. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment 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 is transferred to the Flat / Apartment Condominium or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.
- 60. The Allottee is made aware of by the Promoters and the Allottee undertakes to maintain and run Sewage Treatment Plant (STP) /







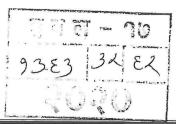


Waste Water Recycling Plant / Rain Water Harvesting / Solar Water Heating System / Water Pumps / Fire Fighting System / any other system, if provided, water recycling units located/or to be located in the present scheme from the date of handover of management of the Flat / Apartment Condominium to the Managing committee thereof in conformity with the rules and regulation governing the operation of such plant. The Allottee together with the Flat / Apartment Condominium thus formed shall keep the Promoters/ PCMC indemnified from any liability arising out of non-functioning or violation of law pertaining to the Sewage Treatment Plant/Waste Water Recycling Plant/Rain Water Harvesting located at the present scheme.

- 61. All rights of water, drainage, water course, light and other easement and quasi or reputed easements and rights of adjoining land Owner/s and their prospective members 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 Builder shall not be required to show the creation of or define or apportion any burden.
- 62. All the covenants and conditions ensuring for the benefit of the said person / s as contained in the Agreement / s made between them and / or the Promoters, the said Order / s passed under the Ceiling Act. Order of Layout and / or sub-division relating to the said land, Order of conversion and all terms and conditions stipulated by the Promoters in respect of the common areas and facilities and amenities to be provided for the benefits of the said land or any parts thereof.
- 63. For the aforesaid purpose and all purposes of and incidental thereto, and/or for the more beneficial and optimum use and enjoyment of the various portions of the said land and / or any part / s thereof of the Promoters in such manner as may be desired by the Promoters, the Promoters shall be entitled to grant, over, upon or in respect of any portion/s of the said land, all such rights, benefits, privileges, easements etc. including right of way, right of draw from or connect to all drains, sewers, water, electricity, telephone connections and/or installations and other service in the said land and/or any part/s thereof right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the said land and/or any part/s thereof for the more beneficial and optimum use and enjoyment of the same in such manner as may be desired by the Promoters. The Promoters shall, if they so desires, be also at liberty to form and incorporate one ultimate body hereinafter referred to in respect of the said land and/or any part/s thereof subject to the same being permissible by the DEVELOPMENT CONTROLLING AUTHORITY and authorities concerned and the Allottee/s hereby irrevocably consent/s to the same. The term ultimate body shall be accordingly construed wherever such construction is permissible in relation to said term.
- 64. It being made expressly clear that the ultimate body's transfer deed/s in respect of the said land viz. the said land and/or any







part/s thereof with building thereon shall contain such provision which shall be accordingly framed and the burden thereof shall run with the said land shall be binding upon all the persons who are the holders of their respective Apartment/s comprised in the said land as the Promoters may reasonably require for giving effect to and/or enforcing the said restriction covenants and stipulations.

- 65. It is hereby recorded that the consideration factor arrived at between the parties hereto under these presents is suitably priced keeping into consideration the rights and obligations reserved and vested into each and therefore the Allottee/s shall have no right or remedy to defer or deny any obligation imposed on him/her/them since he/she/they has/have availed of the benefit factor of such obligation by reduction in the consideration hereunder.
- 66. Any natural calamity or manmade occurrences which could not have been envisaged while designing the building for which the building is not designed any act that is detrimental to the building as a whole.
- 67. The Promoters shall have a first charge and/lien on the said Apartment in respect of any amount payable by the Allottee/s under the terms and conditions of this Agreement.
- 68. It is hereby made clear that the furniture layout, colour scheme, specifications, amenities and facilities, elevation treatment, trees, garden, lawns, etc. shown in the pamphlets, brochures, literature, films, hoardings, websites, and other promotional media are shown only for the sake of advertisement and the same are not binding on the Promoters to provide unless specifically mentioned and agreed in this agreement and subject to his right/s and discretion to make changes in the same. The balconies as shown in the sanctioned plan may be enclosed at the Promoter's discretion.
- 69. It is specifically agreed between the Promoters and Allottee/s that the Allottee/s has absolute right on the said Apartment. The Allottee/s has limited/common rights on the amenities which are specifically mentioned in the Second Schedule of the said agreement. The Purchaser/s can be granted limited/common rights (if any) other than that as mentioned in Second Schedule as and when decided by the Promoters from time to time.
- 70. It is specifically agreed between the Promoters and Allottee/s that The Allottee/s shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi governmental agencies and pollution control board and which may include operation of the rain water harvesting, water treatment plants, Sewage/ Effluent Treatment Plant (if any), fossil fuel generators, Dependable parking (if any), solar water heater, photovoltaic lights/ panels, ventilation devices, fire fighting system/equipment/ alarms/ sprinklers, organic waste convertors, solid waste segregation, garbage chute and other equipment and processes etc. The Allottee/s hereby gives his/her/their consent and no objection to the Promoters and/or the ultimate organization of tenement Allottee/s or the maintenance company to operate,





upgrade, maintain and run the above mentioned equipments, systems, facilities and processes as per the rules and regulations imposed by the concerned authorities and the Allottee/s agrees to contribute to costs involved in these processes on prorate basis or as decided by the ultimate organization. The Allottee/s will not hold the promoters accountable for any penalty or action taken by any authority for failure on the part of Allottee/s or the ultimate organization, to comply with the required laws and procedures for obtaining consents, certification, permissions etc. for operation, upgradation, modification, periodic monitoring and maintenance of such equipments/ devices and processes.

- 71. It is declared by the promoters that as required under RERA the Promoters has chosen to define each of the Phase with building numbers proposed to be developed on the said land as a separate project and has chosen to register it as a separate project under MAHARERA as the date of possession of each of Phase with building numbers are differ. It is stated that all these Phases with building numbers shall have a common premises and common amenities and all the unit owners of all the buildings as located on the said land and as declared under this agreement shall have right to commonly use the said recreations facilities / amenities as may be developed by the Promoter.
- 72. The Purchaser hereby irrevocably authorities the Promoter herein to carry out revision / alteration / modification of the plan for the future phases of the present project and these presents shall be treated as irrevocable consent for the same. It is stated that there shall be no need for any separate consent for the same and these presents shall be treated as consent as may be required under Real Estate Act.

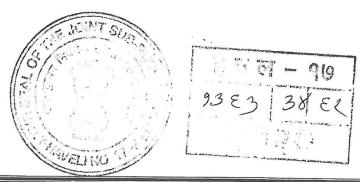
#### RIGHT TO MORTGAGE

73. It is hereby expressly agreed between the parties hereto that the Promoters shall be entitled to borrow construction loan, at his own cost and risk, from any person or party including any banking/financial institutions and for that purpose to mortgage the said land/building/s and /or the entire construction work put up or to be put up (excluding the Apartment under sale by these presents) thereon or any part thereof and such charge shall be cleared by the Promoters before conveyance to the allottee. However; it is clarified that after the Promoters executes this Agreement he/she/they/it shall not mortgage or create a charge on the Apartment 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 Apartment.

#### BINDING EFFECT

74. Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by





the 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 15 (fifteen) 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.

## **ENTIRE AGREEMENT**

75. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes / annuls 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 Flat / Apartment/ plot/ building, as the case may be.

# RIGHT TO AMEND

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

# PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

77. 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 [Apartment/Plot], in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

#### SEVERABILITY

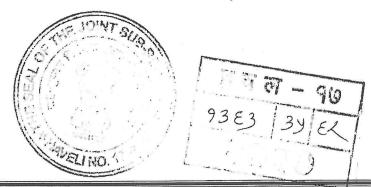
78. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under 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.

# METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERREDTO IN THE AGREEMENT

79. Wherever in this Agreement it is stipulated that the Allottee has 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 to the total carpet area of all the Apartments in the Project.

#### **FURTHER ASSURANCES**





80. 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.

PLACE OF EXECUTION

- 81. The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee, in 01 months after the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at **PUNE**.
- 82. The Allottee and/or Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

SERVICE OF NOTICE

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

## FOR PROMOTERS:

"M/s. ACE ALMIGHTY"

Office At: 17/2, Jhamtani House, Opp. D Prabhag, PCMC Building, Near HP Petrol Pump, Rahatani, Pune - 411017.

Through It's Authorized Persons; **MR. ANUP PARMANAND JHAMTANI** Email. id:- legal@jhamtanigroup.com

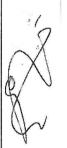
FOR ALLOTTEE:

## VINODKUMAR MAHANTAPPA KAWALDAR

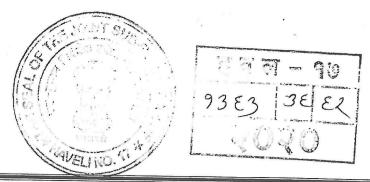
Email. id:- vinod.kawaldar@gmail.com

**R/at:** JN-2/64/A-2, Gulmohor Apartment, Sector-9, Vashi, Navi Mumbai, Thane, Maharashtra - 400703.

84. It shall be the duty of the Allottee and the promoters 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 or the Allottee, as the case may be.







#### JOINT ALLOTTEES

85. That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee 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.

# GOODS AND SERVICE TAX

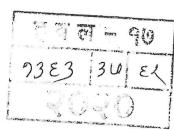
86. At the time these presents the GST calculated and collects is considered @ net 1% of the Agreement value only. This concessional GST of net 1% (the value of the undivided share of land included the price of the house) is based on the notification no. 03/2019-Central Tax (Rate) dated 29/03/2019 by the Ministry of Finance (MOF) – Government of India states that for construction of residential Apartment (other than affordable residential apartment) by a promoter in residential real estate project which commence on or after 1st April 2019 shall attract the concessional GST of net 1%. However in future if there is any change in such taxation rules then the purchaser agrees to bear the differential amount if any.

## STAMP DUTY AND REGISTRATION

87. The consideration of the said agreement between the Promoters and the Allottee/s herein is as per the prevailing market rate in the subject locality. This agreement is executed by the parties hereto under the Maharashtra Ownership Apartments Act, Maharashtra Apartment Ownership Act, 1970 and The Real Estate (Regulation and Development) Act, 2016 and the stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule-1, Article 25 (d). The Allottee herein has paid stamp duty at the rate of 5% of the agreed consideration and Allottee herein has paid 1% Levy Surcharge (LBT) under section 149A of the Maharashtra Municipal Corporation Act (Bom. LIX of 1949) and shall pay appropriate registration fees and expenses. The parties hereto shall be entitled to get the aforesaid stamp duty, adjusted, livable on the conveyance, which is to be executed by the Promoters/Owners herein in favor of the Allottee/s herein. If any additional stamp duty or other charges are required to be paid at the time of conveyance the same shall be paid by the Allottee alone. The parties are aware that the government of state of Maharashtra proposed to increase the stamp duty as levied on the registration of Agreement to Sale from current 6% of the value (5% stamp duty + 1% LBT) to 7% or higher. In case there is any requirement to pay any additional stamp duty either at the time of registration of these presents or at the time of execution and registration of Deed of Apartment or conveyance deed in favour of Apartment, the same shall be borne by the Allottee herein. In case the Allottee failed to pay the same the Promoters and the third party shall be under no liability to execute the Deed of Apartment/conveyance and the Promoters/Third Party shall be absolved of all the liability as cast upon them under Maharashtra Ownership of Apartments Act. It is also agreed that in case there is any increase in the registration charges the same shall be borne by the Allottee herein.







88. The allottee herein has agreed to purchase the said Apartment as on investor as laid down in Article 5(2) of the Bombay Stamp Act 1958 & hence it is entitled to adjust the stamp duty to the agreement against the duty payable to the agreement by the Allottee herein to the subsequent Allottee as per provision of the said clause Article 5(2).

## **ARBITRATION & JURISDICTION**

- 89. Any dispute between parties shall be settled amicably.
- 90. The parties hereby agree that in case the parties are unable to resolve any disputes within themselves, then in the event of dispute by and between the parties hereto in respect of interpretation of any of the terms and conditions herein contained as also in respect of any matter arising out of and/or touching upon these presents, and/or in regard to the carrying out of this Agreement, the same shall be referred to for Arbitration wherein both the parties have expressly and mutually agreed to appoint a common arbitrator at the time of Dispute in accordance with the provisions of the Arbitration and Reconciliation Act, 1996 and the decision of the Arbitrator shall be final and binding.
- 91. Further in case the dispute remains unresolved then in that case Parties to this agreement submit to the exclusive jurisdiction of Real Estate Regulatory Authority will have exclusive jurisdiction to try and entertain the dispute.

## **GOVERNING LAW**

92. 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 Real Estate Regulatory Authority will have the jurisdiction for this Agreement.

### WAIVER

93. Any delay tolerated or indulgence shown or omission on the part of the Promoters in enforcing the terms of this Agreement, or any forbearance or giving of time to the Allottee by the Promoters shall not be construed as the waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions, by the Allottee nor shall the same in any manner prejudice the rights of the Promoters.

## **DECLARATION BY ALLOTTEE**

94. The Allottee/s declares hereby that he/ she/ they has/ have read and fully understood and agreed to the contents of this agreement and thereafter the same has been executed by the Allottee/s.

### INTERPRETATION:

95. The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.





- 96. Use of singular shall include the plural and vice versa and any one gender includes the other gender.
- 97. All the dates and periods shall be determined by reference to the Gregorian calendar.
- 98. Reference to any party to this agreement includes his/her/its heirs, executors, administrators, successors and permitted assigns.

# SCHEDULE-A FIRST SCHEDULE ABOVE REFERRED TO DESCRIPTION OF THE ENTIRE LAND

All that piece and Parcel of land consisting of land bearing

Survey Number	Total Ar 7/12	ea as per extract	Area as per sanction layout		
	Hectare	Ares	Hectare	Ares	
Survey No. 86, Hissa No. 6	00	52.20			
Survey No. 86, Hissa No. 7	00	82.00	01	34.20	
TOTAL	01 Hects Ares	ire 34.20	01 Hectare 34-20 Ares		

lying being and situated at Revenue Village: **Tathawade** Taluka: **Mulshi**, Jillah: **Pune** and within the jurisdiction of Hon'ble Sub-Registrar, Haveli, Pune and within the limits of Pimpri Chinchwad Municipal Corporation and which the total land above is bounded as under:

On or towards the East:

By property bearing Survey No. 85 Indira College Compound & 12 Mtrs. Service Road, & Bombay Bangalore By pass Highway, and by property bearing Survey no. 86/1 - Suresh Shinde and family.

On or towards the West:

By property bearing Survey No. 87 - Isha Foot Prints Society & property bearing Survey No. 86/2 of Sadhana Jagtap & others.

On or towards the North:

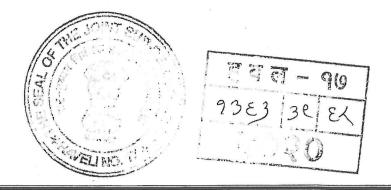
By property bearing Survey No.86/3 of Mr. Gulab Narayan Shinde & 86/1 of Mr. Rangnath Waghere.

On or towards the South:

By property bearing Survey No.86/2 of Sadhana Jagtap and others, Proposed 30m DP road and by property bearing Survey no. 86/1 of Mr. Suresh Tukaram Shinde.

Together with all rights, liberties, easements, privileges, hereditaments and appurtenances thereof.

Morgaldar



## SCHEDULE-A1

## DESCRIPTION OF THE LAND i.e. LAND UNDER ACE ALMIGHTY DELTA TOWER

ALL THAT PIECE AND PARCEL OF THE LAND (i.e. LAND UNDER ACE ALMIGHTY DELTA TOWER) land area admeasuring 00H 29.41 R i.e. 2941.00 Square Meters carved out of land described in Schedule-A hereinabove.

Together with all rights, liberties, easements, privileges, hereditaments and appurtenances thereof.

## SCHEDULE-B DESCRIPTION OF THE APARTMENT

Flat/Apartment No.

"705"

Floor No.

Seventh Floor

Building

"F"

Scheme/Project Carpet Area

ACE ALMIGHTY DELTA TOWER

49.45 Square Meters

## **OTHERS**

## [EX GRATIA: AREA ALLOTTED FOR EXCLUSIVE USE]

Enclosed Balcony

07.52 Sq. Meters

Dry/Open Balcony Adjacent Terrace

00.00 Sq. Meters 07.90 Sq. Meters

Parking

Enclosed Area

One Covered Car Parking : (For the purpose of this agreement balcony area is defined as balcony/enclosed balcony area as shown in the sanctioned building plans

by the local authority)



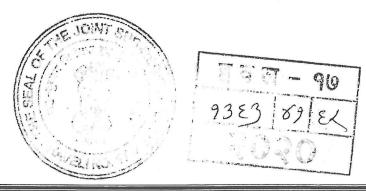




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IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH AND THE YEARS HEREIN ABOVE WRITTEN.

THE DAY, MONTH	AND THE YEA	RESPECTIVE HANDS AND SEALS O ARS HEREIN ABOVE WRITTEN.
<u>РНОТО</u>	Left Hand Thumb Impression	SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED THI "PROMOTERS"/ "BUILDER" M/S. ACI ALMIGHTY Through Its Authorised Persons;
		Sign.  MR. ANUP PARMANAND JHAMTANI  (Also in Individual Capacity)
<u>РНОТО</u>	<u>Left Hand Thumb</u> <u>Impression</u>	SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE/S
		Sign.  VINODKUMAR MAHANTAPPA KAWALDAR
WITNESS NO. 01; Sign Mr. Schill No.	118 2000	Sign A V 1 / 10
R/at: Vish ytu	201, 100 NE-12	Mr. N. K. JUSC R/at MINA MAN 772



# SECOND SCHEDULE ABOVE REFERRED TO COMMON AREAS AND FACILITIES

# (a) COMMON AREAS

The land under the buildings.

The footings, RCC structures and main walls of the buildings.

Staircase, columns and lift as with lift room in/on/above the building/s.

Common sewage/ Drainage, Water, Electrical Lines, Power Backup.

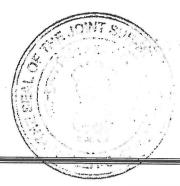
Common ground water storage tank and overhead tank.

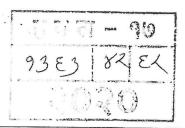
Electrical meters, wiring connected to common lights, lifts, pumps, solar water heating system, water recycle system, garbage chutes, all types of pumps, fire fighting system.

# (b) <u>LIMITED COMMON AREAS AND FACILITIES:</u>

- 1. Partition walls between the two tenements/ flats/ units shall be limited common property of the said two tenements/ flats/units.
- 2. The parking areas on/ under stilts/ marginal open spaces/ side margins/ podium/ basements and portions thereof may be allotted for exclusive use of the specific tenements/ flats/units by the Promoter as per his discretion or retained by it.
- 3. Other exclusive and limited common area and facilities as mentioned in the agreement.
- 4. All areas which are not covered under aforesaid head common areas and facilities are restricted areas and facilities.
- 5. Land around building and open areas.
- 6. Terrace on the top of Building including the selfcontained lift room
- 7. Passage leading to top terrace from the last floor.







### ANNEXURE-A [CERTIFICATE OF TITLE]



# KISHOR N. PATIL

**ADVOCATE** 

Mobile: 9860254785 Off.: 020-65119008

B.Sc., LL.B.

OFFICE: C/o. Adv. Rajesh Jadhav, "JANHAVI", 1st Floor, Near Kalewadi-Pimpri Bridge, Kalewadi, Pimpri, Pune 411017

RESI: "Yashada", Shanti Colony 'B', Vijaynagar, Kalewadi, Pimpri, Pune 411017.

Notice / Reply Regd. A.D. / U.C.P.

## TO WHOM IT MAY CONCERN

#### TITLE CERTIFICATE

TITLE CERTIFICATE

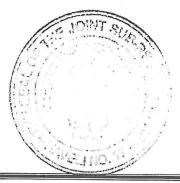
This is to certify that I have investigated the title of Mr. Anup Parmanand Jhamtani, Ace Ventures, through their Partners, Mr. Kumar Kanhaiyalal Bajaj, Mr. Suresh Hotchand Chabbria and Mr. Anup Parmanand Jhamtani & M/s. Ace Buildcon through its Partners Mr. Anup Parmanand Jhamtani, Mr. Kumar Kanhaiyalal Bajaj, Mr. Suresh Hotchand Chabbria & Mr. Hitesh Kuldeep Dadlani in respect of properties bearing Survey No. 86, Hissa No. [14] 6, total area admeasuring 00 H 52.2 R. assessed at Rs. 11.01 Paisa, & Survey No. 86, Hissa No. 7, total area admeasuring 00 H 82. R. assessed at Rs. 2.50 Paisa, situated at village Tathawade, Fal. Mulshi, Dist. Pune and I am of the opinion that the title of said Mr. Anup Parmanand Jhamtani, Ace Ventures, through their Partners, Mr. Kumar Kanhaiyalal Bajaj, Mr. Suresh Hotchand Chabbria and Mr. Anup Parmanand Jhamtani & M/s. Ace Buildcon through its Partners Mr. Anup Parmanand Jhamtani, Mr. Kumar Kanhaiyalal Bajaj, Mr. Suresh Hotchand Chabbria & Mr. Hitesh Kuldeep Dadlani to the said properties are clean, clear and marketable. and marketable.

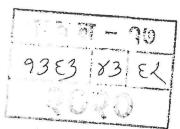
Hence this Title Certificate.

Pune.

Date: 06/09/2019

KISHOR N. PATIL





# ANNEXURE-B [7/12 EXTRACT OF LAND]

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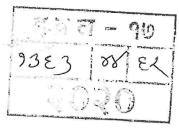
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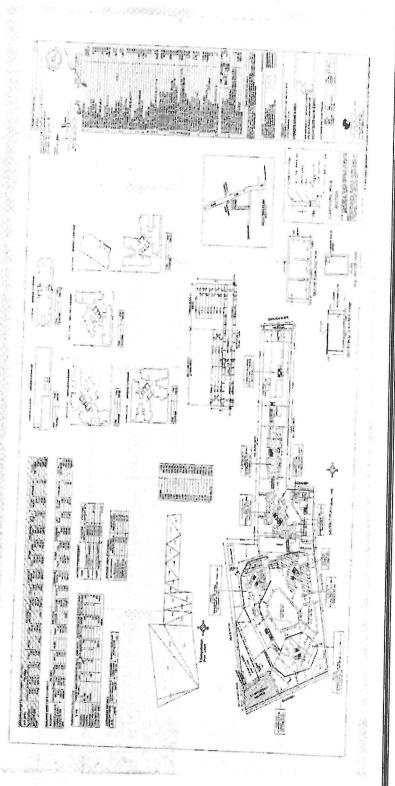
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# ANNEXURE-C1 [PROJECT LAYOUT & OPEN SPACE MAP]

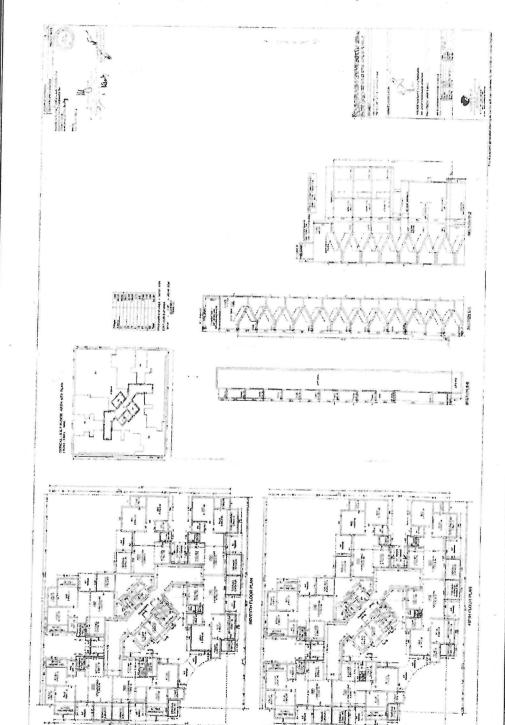






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# ANNEXURE-C2 [BUILDING SANCTION PLAN]

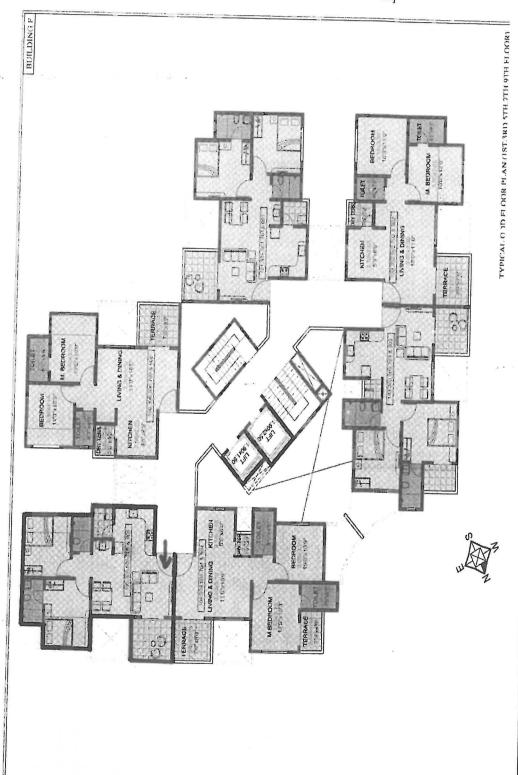


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# ANNEXURE-D [MAP OF APARTMENT UNDER SALE]

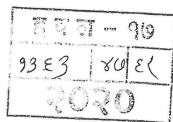






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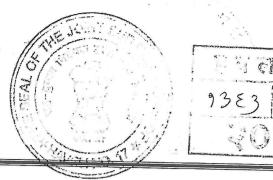


#### ANNEXURE-E

Specification and amenities of the Apartment

- 1. The Building shall be R.C.C. structure with 6"/5"/4" brick/Block of Fly Ash/Light Weight Block in cement mortar or adhesive chemical.
- 2. All walls shall be internally finished with cement plaster with Neeru and Sanla or Gypsum or POP etc.
- 3. Externally all walls and RCC work shall be finished with Artificial/Crushed Sand faced cement plaster or rough cast plaster.
- 4. Internal Doors with wooden/ RCC/ Granite/ Marble/ Plastic/ Fiber frame and Decorative main door with ever piece.
- 5. Vitrified Tile Flooring in entire Tenement except Terraces and Toilets.
- 6. Granite Kitchen Platform with stainless steel sinks and glazed tiles dado up-to Lintel level height.
- 7. Powder coated Aluminum sliding windows with safety grill and mosquito mesh for windows.
- 8. Common and attached toilets shall have Ceramic Flooring and up-to Lintel level height glazed tile dado.
- 9. Cement base water proofing shall be provided to the roof slab.
- 10. All electrical wiring shall be concealed on with standard wire of required section. All switches and plugs shall be of standard with main switch for light and power within Apartments and near common board.
- 11. Plumbing, Sanitation and Water Supply: All plumbing shall be concealed type in bathroom, shower point and also a connection from overhead tank, one tap on washbasin, one tap in W.C.
- 12. Internal wall shall be finished with oil bound/dry distemper, ceiling with white wash and all external walls from outside and concrete surface will be finished with cement paint or acrylic paint.
- 13. All wood and railing or grills work shall be painted with enamel oil paint.
- 14. There will be a water Tank / storage space at ground level for collecting Water from the Municipal Supply with boring back-up and overhead R.C.C. tank from which all the flats will be supplied water.
- 15. In general all items of work shall be of usual standards.





# **ANNEXURE-F**Certificate of Registration with MahaRERA



# 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 : P52100022574

Project: ACE ALMIGHTY DELTA TOWER, Plot Bearing / CTS / Survey / Final Plot No.:SURVEY NO 86/6 AND 86/7at Tathwade, Mulshi, Pune, 411033;

- M/S. Ace Almighty 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;

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.

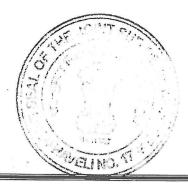
- The Registration shall be valid for a period commencing from 07/10/2019 and ending with 31/12/2022 unless
  renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with
  rule 6
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities
- 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.

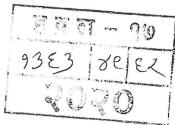
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(Secre. , MahaRERA)
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Dated: 07/10/2019 Place: Mumbal

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

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## ANNEXURE-G Commencement Certificate

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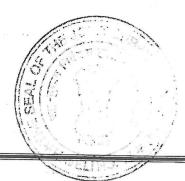
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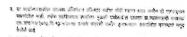
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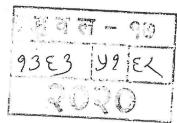
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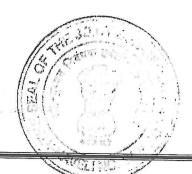
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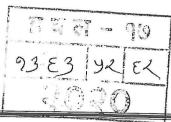
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MR. LARU MANUK BOYARD ARE-29 Years, Occ - Setrice, PAN NO. AQCPBR133C

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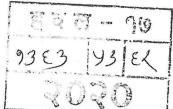
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## The project is called as "Ana Alminhty".

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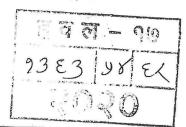
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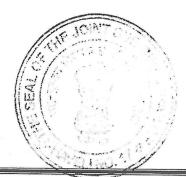


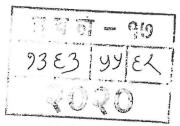


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आदार, अनुन नत्यानंद चनाराची ए.१०६. जनावानी भारित निवास दुने का वाली सीचे साव्यां, तक आरते, जिनुनं केवीय वर्णाम गार्थ ८६४ वंत्र ५२२००० की.मी. व सावीय समेट/ईंड, सेंत्र १७००० की.मी. वाले पुण क्षेत्र १३६२० ०० क्षेत्रमें, पेकी व्यक्ती मिक्कों व अभिनव प्रयोक्तानी अञ्चलक स्टबालके क्षित्रे। सन भूभर ८७ ची.मी. बना पारत सर्वरत वालेंग ८०११-१३ ची.मी. देखी रूप लोगा क्षेत्र ५०० ४ ची.मी. द एनक वर्नेन्द्र होता आरक्षेत्र क्षेत्र क्षेत्र क्षेत्र-१५४ ची.मी. असे एकुण १००४-१० जी.मी. कस पारत सर्वा र छ ८३ वी.मी देवी परन-१५ की में मेजल : व्याव दक्षण कर की मी. हेमच दिन : प्रावनाई का क्या ्यामधी मक्नेयामा या क्रावीसय न्हें दिन्द्र क्रिक्ट योगी क्रिकी क्रावे लेगा बाहे.सदद प्रश्

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्रमाचे निजा कियाब आम्बारपारिका विवती कानी दि अ १६ १०१६ होते जा १९ वर्ष । तकान मेरण म स्वारक दे मधूर के मा अपन.

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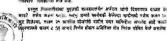
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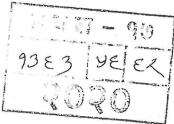
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नाव:मे, एम अलमाईटी (ए.ओ.पी.) तर्फे सभामद श्री. अनुप परमानंद जमतानी पनाः प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: ., ब्लॉक नं: मर्व्हें नं. 17/2, रहाटणी, ता. हवेली, जि. पुणे , रोड नं: ., महाराष्ट्र, पुणे. पॅन नंबर:AADTA6237G

पक्षकाराचा प्रकार

पॉवर ऑफ़ अटौनी होल्डर वय :-29 स्वाक्षरी:-

BOYMA कुलमुखत्यार देणार कुल गुः . वय :-33 ( म्बाझरी:-

छायाचित्र









वरील दस्तऐवज करुन देणार तथाकथीत जनरल पाँवर ऑफ अँटर्नी चा दस्त ऐवज करुन दिल्याचे कबुल करतात, शिक्का क.3 ची वेळ:30 / 11 / 2017 05 : 05 : 21 PM

ओळख:-

मदर इसम दुय्यम निवंधक यांच्या ओळखीचे असुन दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

पक्षकाराचे नाव व पत्ता

नाव:अंड.सागर अशोक पुजारी वय:28 पत्ता:पिंपरी, पुणे. पिन कोड:411017





असे प्रमाणित् करण्यात येतं की सदर दस्तऐवजात एकूण 20पाने आहेत.

शिक्का क्र.4 ची वेळ:30 / 11 / 2017 05 : 05 ; 49 PM

शिक्का क.5 ची वेळ:30 / 11 / 2017 05 : 06 : 05 PM नोंदणी पुस्तक 4 मध्ये

पु सह दुप्यम निवंधक, हवेली-18

हवेली कें.१८ पुणे कहर

EPayment Details.

**Epayment Number** 

MH007711339201718E

Defacement Number 0004324262201718

17729 /2017

Know Your Rights as Registrants

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2. Get print immediately after registrate



30199196



# DECLARATION

I, MR. LAHU MANIK BOYANE here by declare that, the document under the heading Agreement for Sale has been lodged for registration in the office of the Sub-Registrar Haveli no. MA, Pune.

I have lodged/executed and admitted the said document by virtue of Special Power of Attorney, registered in the Office of Sub-Registrar, Haveli no. 18, at Serial No. 17729/2017, Dated 30/11/2017 given to me by M/S. ACE ALMIGHTY Through Its Member MR. ANUP PARMANAND JHAMTANI The executants/s of the said Power of Attorney have not cancelled the same nor any person/s is/are dead, neither the Power of Attorney has-been cancelled for any reason. The said Power of Attorney is competent to the act as per the same.

I am aware that if the above statement is found incorrect than I shall punishable under Section 82 of the Indian Registration Act, 1908.

Place: Pune

Date: - o.4/..02/2020

MR. LAHU MANIK BOYANE

Names & Signature of Power of Attorney Holder

2



9383 प्रध 9383 प्रध

MAVELINO. "

# PAN CARD OF THE PROMOTER/ALLOTTEE





प्रावण प्रावण विश्वप्र स्रावण प्राप्त विश्वप्र

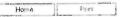


विनोदकुमार एम कवलदार Vinodkumar M Kawakdar जन्म तारीख/ DOB: 06/01/1992 पुरुष / M ላLE

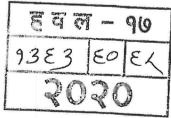
6691 1477 6315

अधार-सामान्य माणसाचा अधिकार

		मूल्यांकन	पत्रक ( जहरी क्षेत्र - वांधीय )		
Valuation ID	202002042613	y		04	February 2020,02-27
मृत्यांकराचे वर्ष	2019				
ीत जा व	पुगे				
मृत्य विभाग	ता पुन्न ; मुख्यमी विभ	गाचे नद्र : ( वि.स. 28) तथहरे	(पियरी चिवारा मानगरपारिका)		
डप मूल्य जिमाल	28.1-पूर्ण मुन्दहें न क	र राष्ट्रीय भारमार्गात <i>ील शेव</i>			
शेवाचे राज	Pune Muncipa	l Corporation	मन्द्रें बचर व. भू क्रमावः	शहें नुवार 86	
वार्षिक मरण्य दर नक्त्यानुसार	•		740	- A-12 A-12	v No. amoundaries
ळुला जर्मान	निवासी शरनिका	व राज्य	ुक्ले	औद्योगीक	मो अवापना है एकत
13300	58250	60480	68390	-0	भी मंत्रत
बांधीय क्षेत्राची माहिनो				Pro- 4000 0000	
याधकाम क्षेत्र(Built Up)-		मिळकताचा वापर-	निवास सर्वाव	मिल्लामा एक ५-	याचा ।
र धकामाचे वर्षेक्ण-	1-आर सी सी	भिक्रवतीचे वस -	0 LO 3%g	মুখ <sup>র</sup> বাছে নাট <i>র</i> -	R = 58250 + 56.97 di #ira
ভ্রমানে দ্বিলা -	sa in	म्बला -	5th to 10th Floor	∓ ४ अव-	[10, 15 st. His
प्रकल्याचे शेव -	Less than 2 Hecto	ors			
Sale Type - First Sa	le				
NAME OF THE PARTY OF THE PARTY.	up Property constructed a	fter circular dt.02/01/20	18		
<b>परा</b> गान्सार मिळकटी वा			र * घमा-बानुसार त्यंशाते )* मबला निश	य घट पान	
to injuit more in	25 45 464 1 12.				
		= (5B250 *	(100 / 100 ) ) * 105 / 100		
		= Rs.6116	2/-		
(सूत्र) करपाचे जेवानुसार दर		((यसा-वानुसार मिळल नी	चा प्रति चौ. मीता मृत्यदर)		
ाच त्याचे क्षेत्रानुसार		निवासी सदनिका करीता प्रती	ची शंका स R 61162 -		
) ५) मुख्य मिळकतीचे मृत्य		= वर्गल प्रमाणे मृत्य रा *	मिळ <b>्यांचे क्षेत्र</b>		
		= 61162 * 62.667			
		= Rs.3832839 054	1		
E) बंदिन याच तळच क्षेत्र		12,5चौ, मीटर			
E) बंदिन वाच्च राज्यन क्षेत्र बोडान सहस राज्यांस मृत्य		12.5ची, मीटर = 12.5 * ( 61162 *	25/100)		
			25/100)		
बोद्धान ाहम तत्स्राचे मृत्य		= 12.5 * ( 61162 *	25/100)		
बोद्धान ाहम तत्स्राचे मृत्य	ए कमी क्षत	= 12.5 * ( 61162 * = Rs.191131.25/-			
बीडान ाहम तळाचे मृत्य F) समत्त्वा मर्च्याच मृत्यी व	ए कमी क्षत	= 12.5 * ( 61162 * = Rs.191131.25/- 7.9औ. मीटर			
F) लगतच्यागच्चीचल्लीक	u कर्ना क्षेत्र इस्कर्ना मृत्य	= 12.5 * ( 61162 * = Rs.191131.25/- 7.9 के. मीचर = 7.9 * ( 61162 * - Rs.193271.92/-			
भी देश करने ठळाचे मृत्य F) समतका मण्डीक स्वती व समतक्या मण्डीके खुली व	गा करने क्षेत्र सन्दर्भी मूल्य — 3, 18, 19, — मूल्य सिस्स्रक्षिते :	= 12.5 * (61162 * = Rs.191131.25/- 7.9 st. fiex = 7.9 * (61162 * - - Rs.193271.92/- 5 a ,14 ,15	10/100) संत्र मृत्य - ज्याल्या ज्यांचे सूम्बाकुर्ण क करी	• बर्गाण्यानि मृत्यस्थितः ४ ४ ४ ० ६ मृ	ग्य <b>+ प</b> ्रमाण प्रकासिकान
बांद्रन करने ठळाचे मृत्य F) समजन्या मच्चीच स्वती ह समजच्या मच्चीचे स्वृती व Applicable Rulc	ा कर्मी क्षेत्र स्वर्की पूर्व 3, 18, 19, - मूच्य पिकार्तने यहत उठाने मूच	= 12.5 * (61162 * = Rs.191131.25/- 7.9 * fixe = 7.9 * (61162 * - Rs.193271.92/- 5 = 14.15	40/100) संद्र मृत्य - नामन्या न्यसीने मृत्या कुनी थः चनी स्टिप्ट सामनी	• वर्गण प्रतिविद्याः – वरित्यः व प्रकार व	न <b>१</b> पूर्ण प्रश्निकान
भारत करन वज्जे प्राप्त F) लगतका गच्जीक मुली व लगतका गच्जीके मुली व सम्बद्धा गच्जीके मुली व	11 करों क्षेत्र स्टबर्जी मूल्य 3, 18, 19, :- मूच्य मिळातीलं । यास तकाले साल — A + B = (	= 12.5 * (61162 * = Rs.191131.25/- 7.9 * fixe = 7.9 * (61162 * · - 7.9 * (61162 *	40/100) संद्र मृत्य - नामन्या न्यसीने मृत्या कुनी थः चनी स्टिप्ट सामनी		न्त्र <b>र प्</b> रत्या प्रदेशीसम्ब







385/1363

मंगळवार,04 फेब्रुवारी 2020 3:53 म.नं.

दस्त गोपवारा भाग-1

हवल17 E9/E人

दस्त क्रमांक: 1363/2020

दस्त क्रमांक: हवल17 /1363/2020

वाजार मुल्य: रु. 42,17,242/-

मोबदला: रु. 44,56,972/-

भरलेले मुद्रांक शुल्क: रु.3,12,000/-

दु. नि. मह. दु. नि. हवल17 यांचे कार्यालयात

अ. क्रं. 1363 वर दि.04-02-2020

रोजी 3:51 म.नं. वा. हजर केला.

पावनी:1473

पावती दिनांक: 04/02/2020

सादरकरणाराचे नाव: विनोदकुमार महानताप्पा कवलदार - -

नोंदणी फी

₹. 30000.00

दम्त हाताळणी फी

五. 1300.00

पृष्टांची संख्या: 65

एकुण: 31300.00

Japanedas

दस्त हजर करणाऱ्याची सही:

Phorat

न्मह दुय्यम निबंधक, हवेली-17

ि hooul प्रसह दुय्यम निवंधक, हवेली-17

दस्ताचा प्रक्रारः अँग्रीमेंट टू मेल

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत र्किवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत र्किवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 04 / 02 / 2020 03 : 51 : 46 PM ची वेळ: (सादरीकरण)

शिक्का कं. 2 04 / 02 / 2020 03 : 53 : 42 PM ची वेळ: (फी)

## प्रतिज्ञापत्र

शावर यानरेकाय हा भीवणी कायवा १९०८ अंतर्गत असखेल्या शप्तुकानुकारच नीतर्गाय धादास केलेला आहे. वस्ताकील संपूर्ण मजजूर, निकायक बावती, साथोबार व सोवत जोवलेल्या कागवपत्रांची आणि बस्ताची चादाता, तेचला कागवेत्रीर शावीकाठी कासील दस्त निष्मादक ब क्रमुलामारक है संपूर्णपूर्ण जबाबदार राहतील.

शिहून देणारे। १) ४०४००००







पॅन नंबर:BRMPK4810L

दस्त गोपवारा भाग-2

हवल17 दस्त क्रमांक:1363/2020

04/02/2020 3 55:33 PM

दस्त क्रमांक :हवल17/1363/2020 दस्ताचा प्रकार :-अँग्रीमेंट टू सेल

पक्षकाराचे नाव व पना अन् क्र.

1

पक्षकाराचा प्रकार लिहन घेणार

पत्ता:प्लॉट नं: -, भाळा नं: -, इमारतीचे नाव: -, ब्लॉक वय:-27 छायाचित्र

अंगठनाचा ठमा





नाव:1. श्री, अनुप परमानंद जमतानी 2. मे, एस व्हेंचर्स लिहुन देणार तर्फे भागीदार अ. श्री. कुमार कन्हैयालाल बजाज, व. त्री. सुरेश होतचंद छाब्रिया व क. शी. अनुप परमानंद जमनानी, 3. मे. एस बिल्डकॉन नर्फे भागीदार अ. अनुप परमानंद जमतानी, व.श्री. कुमार कन्हैयालाल बजाज, क. श्री. मुरेश होतचंद छाब्रिया व ड. श्री. हितेश कुलदीप दादलानी नं 1 ते 3 है में, एस अलमाईटी ए. ओ. पी. तर्फे मभासद म्हणून या सर्वांतर्फे कुलमुखत्यार धारक म्हणून व स्वताकरीता श्री. अनुप परमानंद जमतानी तर्फे कबुली जबाब कु. मु. म्हणून श्री. लह माणिक बोयणे

नाव:विनोदक्मार महानताप्या कवलदार - -

नं: -, रोड नं: जे एन-2/64 ए-2, गुलमोहर अपार्टमेंट , सेक्टर -9, वाशी , नवी मुंबई , ठाणे , महाराष्ट्र, ठाणे

पना:प्नॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: काळेवाडी,पुणे, महाराष्ट्र, पुणे. पॅन नंबर:AADTA6237G





वरील दस्तऐवज करून देणार तथाकथीत अँग्रीमेंट ट्र सेल चा दस्त ऐवज करून दिल्याचे कबुल करतात.

शिका क.3 ची वेळ:04 / 02 / 2020 03:54:24 PM

खानील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-याना व्यक्तीशः ओळखनात, व त्यांची ओळख पटवितात

अनु पक्षकाराचे नाव व पत्ता 事.

नाव:निलेश पवार - -पत्ता:विश्रांतवाडी,पुणे पिन कोड:411015



छायाचित्र



अंगठ्याचा ठमा

नाव:विकास राठोड - -वय:35 पत्ता:Pimpari Pune पिन कोड:411017







शिक्का क.4 ची वेळ:Q4 / 02 / 2020 03 : 55 : 21 PM

मह द्य्यम निवंधक, हवेली-17

**EPayment Details** 

payment Number 402202005184 30518201920E

Defacement Number 0402202005184D ्रेस प्रमुखित करण्यात ेवे००६०११०५५२०१**९४वेले नंबराचे पुस्तकाचे** 

चंदरीयविषया

सदर दस्तिऐवजात 🗲 २ पान आहेत.

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feedback, please write to usattee back isanta@grow centric 810212020

SEA,

ment for correctness yely after registration. MAVELINO 17



# पिंपरी चिंचवड महानगरपालिका, पिंपरी - ४११०१ महाराष्ट्र महानगरपालिका अधिनियम २०१२ ( गु.डी.सी.पी.आर - २०२०, परिशिष्ट - 'एच' ) भाग भोगवटा पत्रक क्रिक्षेप्र ४०२२



महाराष्ट्र महानगरपालिका अधिनियम २०१२, चे कलम २५३ व २५४ अन्वये मौजे ताथवडे, स.नं. ८६/६, ८६/७, मध्ये अर्जदार श्री. अनुप जमतानी (कु.मु.धा.) यांना इमारतीचे बांधकाम करण्यास कार्यालयीन आदेश मुळ वांधकाम परवानगी क्र.बीपी/ताथवडे/८/२०१२, दि.०८/०६/२०१२,सुधारीत बांधकाम परवानगी क्र.बीपी/ताथवडे/१०/ २०१३, दि.२४/०६/२०१३,जोते तपासणी दाखला क्र.बीपी/ताथवडे/१८८/२०१३, दि.२६/७/२०१३ नंपारत 'सी'/ओमेगा), सुधारीत बांधकाम परवानगी क्र.बीपी/ताथवडे/२४/२०१३, दि.२६/११/२०१३, सुधारीत वांधकाम परवानगी क्र. बीपी/ताथवडे/२१/२०१४, दि.२५/८/२०१४, जोते तपासणी दाखला क्र.बीपी/ताथवडे/१५४/२०१४, दि.१/१/२०१४ (इमारत बी / 'अल्फा'),जोते तपासणी दाखला क्र.बीपी/ताथवडे/३००/२०१५,दि.१७/१/२०१५ (इमारत डी / 'बिटा') , भाग भोगवटा पत्रक क्र. १७०/२०१५, दि.२/६/२०१६ (इमारत बी/ 'अल्फा' व सी /ओमेगा) , भाग भोगवटा पत्रक क्र. ४८६/२०१७, दि.२९/७/२०१७ (इमारत -डी / बिटा) , सुधारीत बांधकाम परवानगी क्र. बीपी/ताथवडे/१८/२०१९, दि.१५/३/२०१९, सुधारीत बांधकाम परवानगी क्र. बीपी/ताथवडे/६१/२०१९, दि.२७/८/२०१९,जोते तपासणी दाखला क्र.बीपी/ताथवडे/प्र२५/१९९/२०१९,दि.२७/८/२०१९ (इमारत ए) , सुधारीत बांधकाम परवानगी क्र. वीपी/ताथवडे/८/२०२०, दि.१६/१/२०२०, सुधारीत बांधकाम परवानगी क्र. बीपी/ताथवडे/३३/२०२०, दि.३/३/२०२०, जोते तपासणी दाखला क्र.बीपी/ताथवडे/प्र२५/१३९/२०२०, दि.२१/१०/२०२०(इमारत-ई) , सुधारीत बांधकाम परवानगी क्र. बीपी/ताथवडे/७३/२०२०, दि.३/११/२०२०, जोते तपासणी दाखला क्र.बीपी/ताथवडे/प्र२५/१/२०२०,दि.१२/११/२०२० (इमारत- एफ), भाग भोगवटा पत्रक क्र.४१३/२०२० दि.२३/११/२०२० (इमारत – ए), सुधारीत बांघकाम परवानगी क्र. बीपी/ताथवडे/१११/२०२१, दि.३१/१२/२०२१, सुधारीत बांधकाम परवानगी क्र. बीपी/ताथवडे/४३/२०२२ दि.१२/०५/२०२२, भाग भोगवटा पत्रक क्र.।। ব্ৰু /२०२२ दि.২৯/ १० /२०२२ (इमारत – ए वाणिज्य), देण्यात आलेला आहे. वरील परवानगी प्रमाणे अर्जदार यांनी इमारतीचे बांधकाम पुर्ण केल्यामुळे ती अर्जदार श्री. अनुप जमतानी (कु.मु.धा.) यांना (अर्ज क्र. १०३३ (२२३००९०८४३, दि. ७८/७० /२०२२), पासुन खालील नमुद केलेल्या इमारतीचा भाग भोगवटा करणेस परवानगी नेणेत येत आहे.

## रेकॉर्ट टॉर्टेंगनमार - (इमारत - ई')

		'बांधकाम क्षेञ		'बांधकाम	
मजले	सदनिका क्र.	(चौ.मी)	वाणिज्य गाळे क्र.	क्षेञ (चौ.मी)	
तळ मजला		0,00	शॉप नं. ०१,०२	९६.९८	
अप्पर / स्टिल्ट	१, २, ३, ४	२६१.३४	-		
पार्किंग मजला	71 71 41 -	1 1 1 1			
पहिला मजला	१०१,१०२,१०३,१०४,१०५,१०६	३४५.०४		-	
दुसरा मजला .	२०१,२०२,२०३,२०४,२०५,२०६	३४२.३१		-	
तिसरा मजला	३०१,३०२,३०३,३०४,३०५,३०६	३४२.३१,		=	
चौथा मजला	४०१,४०२,४०३,४०४,४०५,४०६	३४२.३१	+=	-	
पाचवा मजला	५०१,५०२,५०३,५०४,५०५,५०६	३४२.३१			
सहावा मजला	६०२,६०३,६०४,६०५	२३१.८३	•	-	
सातवा मजला	७०१,७०२,७०३,७०४,७०५,७०६	387.38	*	-	
आठवा मजला	303,403,803,503,903	३४२.३१		-	
नववा मजला	९०१,९०२,९०३,९०४,९०५,९०६	३४२.३१	*	-	
एकुण	५६ सदनिका	३२३४,३८	०२ गाळे	98.92	

रेकॉर्ड ड्रॉइंगनुसार - (इमारत - एक )

	X , Y , (, , .			
मजले	सर्वनिका क.	'वांधकाम क्षेत्र (चौ.मी)	त्राणिज्य गाले क.	श्रीमकाम क्षेत्र (नी.मी)
तळ मजला	4	0,00		44.43
मेझनाईन मजला	•		शौंप नं. ११.१२	30.47
अप्पर पार्किंग मजला	-	*	-	
पहिला मजला	308,408,608,608,604,808	380.50	-	
दुसरा मजला	२०१,२०२,२०३,२०४,२०५,२०६	३४७.६७	-	
तिसरा मजला	308,307,308,304,304	३४७.६७	-	
चौधा मजला	808,802,803,808,804,806	<b>३४७.६७</b>	-	
पाचवा मजला	५०१,५०२,५०३,५०४,५०५,५०६	३६२.४८	•	
सहावा मजला	६०१,६०२,६०५,६०६	२३९.३०	-	
सातवा मजला	३०७,४०७,४०७,६०७,५०७,४०७	३४७.६७	•	
आठवा मजला	८०१,८०२,८०३,८०४,८०५,८०६	३४७.६७	•	-
नववा मजला	९०१,९०२,९०३,९०४,९०५,९०६	३४७.६७	-	
एकुण	५२ सदनिका	३०३५.४६	०२ गाळे	८६.१०

एकुण निवासी बांधकाम क्षेत्र - ६२६९.८४ चौ.मी. एकुण निवासी सदनिकांची संख्या - १०८, एकुण वाणिज्य बांधकाम क्षेत्र -१८३.०८ चौ.मी. एकुण वाणिज्य गाळयांची संख्या - ०४

एकुण बांधकाम क्षेत्र - ६४५२.९२ चौ.मी.

वरील इमारतीचे काम ला. आर्कि. श्री. शशांक फडके व स्ट्रक्चरल इंजिनिअर श्री. हंसल पारीख (लायसन्स नं. पीएमसी-९७) व साईट इंजिनिअर श्री. हनुमंत चोंघे यांचे सुपरव्हिजनच्या नियंत्रणात पुर्ण करण्यात वाले आहे. तरी सदर इमारती भाग भोगवटा खालील अटीवर सुरु करण्यास परवानगी देण्यात येत आहे.

अट क्र. १ - भोगवटा पत्रक मिळाल्यानंतर फायर फायटींग यंत्रणेची वेळोवेळी देखभाल दुरुस्ती करणेची जवाबदारी संवंधित सोसायटी चेअरमन / सदनिकाधारक यांची राहील. तसेच दर ५ वर्षांनी यावावत यावाबत संवंधित अँथोरिटीचे नाहरकत दाखला प्राप्त करुन घेणे बंधनकारक राहील.

अट क्र. २ – महानगरपालिकेमार्फत पाण्याची पुर्ण सोय होईपर्यंत सदर इमारतींना पाणी देण्याची जबाबदारी विकासकाची राहील.

अट क्र. ३ - लेखा परिक्षणामध्ये काही आक्षेप आलेस त्याची पुर्तता करण्याची जबाबदारी विकसक यांची राहील.

हा दाखला आज दिनांक.०२। १९ । २०२२ रोजी माझे सहीने व कार्यालयीन शिक्क्यानिशी दिला आहे. सोवत - नकाशांच्या प्रती.

. अतिरिक्त आयुक्त (२) पिंपरी चिंचवड महानगरपालिका,

🗸 ्र विंपरी, पुणे-१८.

प्रत,

१) मालक / विकसक :- श्री. अनुप जमतानी (कु.मु.धा.) ताथवडे, स.नं. ८६/६, ८६/७ , पुणे-.

२) ला.आर्कि. श्री. शशांक फड़के, मोरवाडी, पिंपरी, पुणे

३) सहा.मंडलाधिकारी, गांव- ताथवडे

करसंकलन विभाग यांचेकडे माहितीसाठी व तजविसाठी रवाना.



## List of Documents

Date (Letter generation)

: 29-Mar-2023

Loan Account

: H402HHL0220089

**Customer Name** 

: VINODKUMAR M KAWALDAR

Co-Applicant 1 Name	VISHWANATH M KAWALDAR
Co-Applicant 2 Name	KASTURIBAI MAHANTAPPA KAWALDAR

Property 1 Address	Tathawade, FLAT NO 705, 7TH FLOOR, F
	BUILDING, DELTA TOWER, S NO 86/1, ACE
	ALMIGHTY, NEAR INDIRA SCHOOL TATHAWADE,
	PUNE, PUNE, MAHARASHTRA, 411033.

Re: Acknowledgement of documents submitted.

This is with reference to your Loan Account No. \_\_\_\_\_H402HHL0220089\_\_\_\_\_ in the name of VINODKUMAR M KAWALDAR

We confirm the receipt of the following documents:

Sr.N o.	Document Name	Checklist Doc Type
1	BUILDER DEMAND LETTER WITH FAVORING DETAILS DTD 11.02.2020	ORIGINAL
2	COST SHEET FOR FLAT NO 705, 7th FLR, BLDG F, AV 4456972/	ORIGINAL
3	AGREEMENT BEARING NO 1363 DTD 04.02.2020 ( HVL NO 17 ) EXED BY M/S ACE ALMIGHTY & OTHERS IN FVR OF VINODKUMAR M KAWALDAR ALONG WITH RR & INDEX II	ORIGINAL
4	NOC DTD 06.02.2020 ISSUED BY DEVELOPER IN FVR OF BAJAJ HSG FINANCE LTD	ORIGINAL
5	PAYMENT RECEIPTS (Nos 2)	ORIGINAL
6	NO LIEN LETTER ISSUED BY DCB BANK LTD IN FVR OF M/S ACE ALMIGHTY DTD 05.02.2020	ORIGINAL
7	MOE INTIMATION DTD. 23/05/2020 (INTERNAL)	ORIGINAL



Thanking you,

For and on behalf of BAJAJ HOUSING FINANCE LIMITED

(Authorized representative) (This being a computer-generated statement does not require a signature)

A cusal dos