

332/19867

पावती

Original/Duplicate

Saturday, November 02, 2019

नोंदणी क्र.: 39म

11:24 AM

Regn.: 39M

पावती क्र.: 21468 दिनांक: 02/11/2019

गावाचे नाव: वदमुखवाडी

दस्तऐवजाचा अनुक्रमांक: हवल14-19867-2019

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: श्री अर्पित राजेंद्र पाटील - -

नोंदणी फी

रु. 21350.00

दस्त हाताळणी फी

रु. 900.00

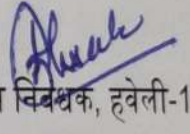
पृष्ठांची संख्या: 45

एकूण:

रु. 22250.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

11:36 AM ह्या वेळेस मिळेल.

  
सह-दुय्यम विबंधक, हवेली-14

बाजार मुल्य: रु.1698438.861 /-

मोबदला रु.2132000/-

भरलेले मुद्रांक शुल्क : रु. 149300/-

सह-दुय्यम निबंधक (वर्ग-२)

हवेली क्र १४, पुणे

1) देयकाचा प्रकार: eChallan रक्कम: रु.21350/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH007889977201920E दिनांक: 02/11/2019

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.900/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0111201908322 दिनांक: 02/11/2019

बँकेचे नाव व पत्ता:

नोंदणी फी माफी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

**१२५५ १२५५ १२५५ १२५५ १२५५**



02/11/2019

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. हवेली 14

दस्त क्रमांक : 19867/2019

नोदणी :

Regn:63m

गावाचे नाव : वदमुखवाडी

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	2132000
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	1698438.861
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: पिंपरी-चिंचवड म.न.पा. इतर वर्णन : इतर माहिती: गाव मौजे वडमुखवाडी येथील स. नं. 76(जुना स. नं. 669)वरील ओमश्री या योजनेतील बी विल्डिंग मधील पाचव्या मजल्यावरील फ्लॉट नं. 502 यांसी क्षेत्र 24.51 चौ. मी. कार्पेट + इनक्लोज्ड बाल्कनी क्षेत्र 9.00 चौ. मी. + टेरेस क्षेत्र 3.72 चौ. मी. मिळकत( ( Survey Number : 76 ; ) )
(5) क्षेत्रफळ	1) 24.51 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1) नाव:-मे. जय गणेश डेव्हलपर्स तर्फे भागीदार श्री. दिनेशभाई डाह्याभाई पटेल - - वय:-48; पत्ता:-, -, -, फ्लॉट नं. 10, आर्यन रेसिडेन्सी, प्लॉट नं. 100, सेक्टर नं. सीडीसी, पुर्णानगर, चिंचवड, पुणे, चिंचवड ईस्ट, MAHARASHTRA, PUNE, Non-Government. पिन कोड:-411019 पॅन नं:-AAIFJ2255Q
(8) दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1) नाव:-श्री अर्पित राजेंद्र पाटील - - वय:-27; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव:-, ब्लॉक नं. -, रोड नं: ब्राम्हण सभा मंगल कार्यालय शेजारी, रायगड कॉलनी, खामगाव बुलढाणा, महाराष्ट्र, बुलढाणा. पिन कोड:-444303 पॅन नं:-CPQPP6248L 2) नाव:-सौ साधना राजेंद्र पाटील - - वय:-42; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव:-, ब्लॉक नं. -, रोड नं: ब्राम्हण सभा मंगल कार्यालय शेजारी, रायगड कॉलनी, खामगाव बुलढाणा, महाराष्ट्र, बुलढाणा. पिन कोड:-444303 पॅन नं:-DIQPP5216J
(9) दस्तऐवज करुन दिल्याचा दिनांक	02/11/2019
(10) दस्त नोंदणी केल्याचा दिनांक	02/11/2019
(11) अनुक्रमांक, खंड व पृष्ठ	19867/2019
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	149300
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	21350
(14) शेरा	



सह-दुय्यम निबंधक (वर्ग-२)  
हवेली क्र १४, पुणे

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

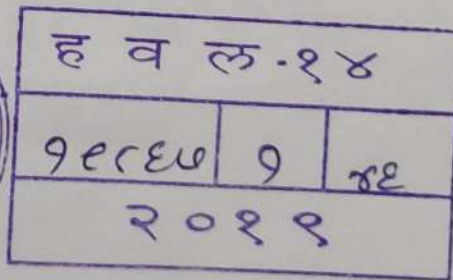
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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

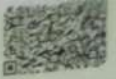
मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )	
Valuation ID	20191102372
हवेली	02 November 2019, 11:22:49 AM
मूल्यांकनाचे वर्ष	2019
जिल्हा	पणे
मूल्य विभाग	तालुका : हवेली विभागाचे नाव : ( विक्र.24) वदमुखवाडी (च-होलीचीवाडी ) (पिंपरी चिंचवड महानगरपालिका)
उप मूल्य विभाग	24/1-रहिवास विभाग
क्षेत्राचे नांव	Pune Municipal Corporation
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.	सर्व्हे नंबर /न.भू क्रमांक : गट नंबर#76
खुली जमीन	निवासी सदनिका
3840	42180
कार्यालय	दुकाने
44450	47250
औद्योगिक	मोजमापनाचे एकक
0	चौ मीटर
<b>बांधीव क्षेत्राची माहिती</b>	
बांधकाम क्षेत्र (Built Up)-	36.861 चौ मीटर
बांधकामाचे वर्गीकरण-	मिळकतीचा वापर- निवासी सदनिका
उद्वहन सुविधा	मिळकतीचे वय - 0 TO 2वर्षे
आहे	मजला - 5th to 10th Floor
	मिळकतीचा प्रकार- बांधीव
	मूल्यदर/बांधकामाचा दर- Rs.42180/-
	कार्पेट क्षेत्र- 33.51 चौ मीटर
Sale Type -	
First Sale	
Sale/Resale of built up Property constructed after circular dt.02/01/2018	
घसा-यानुसार मिळकतीचा प्रति चौ मीटर मूल्यदर	= (वार्षिक मूल्यदर * घसा-यानुसार टक्केवारी) * मजला निहाय घट/वाढ
	= (42180 * (100 / 100 )) * 105 / 100
	= Rs.44289/-
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र
	= 44289 * 36.861
	= Rs.1632536.829/-
F) लगतच्या गच्चीचे क्षेत्र	3.72 चौ मीटर
लगतच्या गच्चीचे मूल्य	= 3.72 * ( 44289 * 40/100 )
	= Rs.65902.032/-
<b>एकत्रित अंतिम मूल्य</b>	= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेझनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी
	= A + B + C + D + E + F + G + H + I
	= 1632536.829 + 0 + 0 + 0 + 0 + 65902.032 + 0 + 0 + 0
	= Rs.1698438.861/-

Home

Print



CHALLAN  
MTR Form Number-6



GRN	MH007889977201920E	BARCODE					Date	01/11/2019-17:12:59	Form ID	25.1
Department	Inspector General Of Registration					Payer Details				
Type of Payment	Stamp Duty					TAX ID (If Any)				
	Registration Fee					PAN No.(If Applicable)				
Office Name	HVL1_HAVELI NO1 SUB REGISTRAR					Full Name		SHRI ARPIT RAJENDRA PATIL		
Location	PUNE					Flat/Block No.		SR NO 76 FLAT NO 502		
Year	2019-2020 One Time					Premises/Building				
Account Head Details		Amount In Rs.		Road/Street		Wadmukhwadi				
0030046401	Stamp Duty		149300.00		Area/Locality		Wadmukhwadi			
0030063301	Registration Fee		21350.00		Town/City/District					
					PIN		4 1 2 1 0 5			
					Remarks (If Any)		SecondPartyName=ME JAY GANESH DEVELOPERS THROUGH ITS PARTNER DINESHBHAI PATEL-			
					Amount In		One Lakh Seventy Thousand Six Hundred Fifty Rupees			
					Words		Only			
Total			1,70,650.00							
Payment Details					FOR USE IN RECEIVING BANK					
BANK OF MAHARASHTRA					Bank CIN		Ref. No.		02300042019110146634 193051139826	
Cheque-DD Details					Bank Date		RBI Date		01/11/2019-17:14:58 Not Verified with RBI	
Cheque/DD No.					Bank-Branch		BANK OF MAHARASHTRA			
Name of Bank					Scroll No. , Date		Not Verified with Scroll			
Name of Branch										

Department ID :  
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
 सदर् चलन केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर् चलन लागू नाही.  
 Mobile No. : 0000000000



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 RECEIVED 2 8E  
 २०१९

Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN 0111201908322

Date 01/11/2019

Received from SHRI ARPIT RAJENDRA PATIL, Mobile number 0000000000, an amount of Rs.900/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Haveli 14 of the District Pune.

Payment Details

Bank Name MAHB

Date 01/11/2019

Bank CIN 10004152019110107148

REF No. 006342614

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



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**AGREEMENT**

**THIS AGREEMENT** is made and executed at Pune, on this 2<sup>nd</sup> day of November in the year 2019.

**BETWEEN****M/s. JAY GANESH DEVELOPERS**

A Partnership firm registered under the Indian Partnership Act, 1932 having office at : Flat No. 10, Aryan Residency, Plot No. 100, Sector No. CDC, Purnanagar, Chinchwad, Pune 411019  
PAN : AAIFJ2255Q

**MR. DINESH DAHYABHAI PATEL**

Aged about 47 years, Occupation: Business  
Email Id:sales.omshree@gmail.com

Hereinafter referred to as '**THEPROMOTER**'(which expression unless repugnant to the context or meaning thereof shall mean and include the firm its partners for the time being constituting the firm their respective executors, administrators, successors, assigns, etc.)

...**THE PARTY OF THE FIRST PART**

**AND****1) Mr. ARPIT RAJENDRA PATIL**

Age: 27 years, Occupation:- Service  
PAN: CPQPP6248L

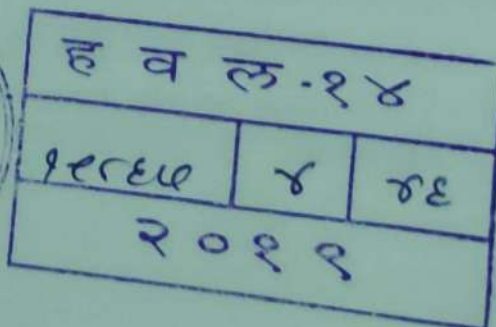
**2) Mrs. SADHANA RAJENDRA PATIL**

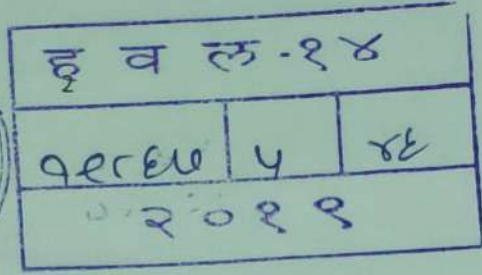
Age: 42 years, Occupation:- Housewife  
PAN: DIQPP5216J

Both Residing at: S/o Rajendra Patil,  
Near Bramhan Sabha Mangal Karayalay, Raigad Colony,  
Khamgaon- Buldana, Pune- 444303 Maharashtra  
Email Id: arpitpatil@gmail.com

Hereinafter referred to as the '**ALLOTTEE(S)**'(which expression unless repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors, administrators and assigns).

...**THE PARTY OF THE SECOND PART**





**WHEREAS** the land at Survey No. 76 (old Survey No. 669) totally admeasuring about 05 H 63 R, land admeasuring about 01 H 62 R belonged to Mrs. Parvati Shankar Tapkir, land admeasuring about 01 H 27 R belonged to Mr. Vitthal Bajaba Tapkir, land admeasuring about 0 H 70 R belonged to Mrs. Anusaya Kisan Galande, land admeasuring about 0 H 70 R belonged to Mrs. Barkabai Shankar Kalokhe, and land admeasuring about 01 H 41 R Mr. Pandurang Narayan Tapkir prior to the year 1970;

**AND WHEREAS** the said Mrs. Parvati Shankar Tapkir died on 09.08.1970 leaving behind her Mr. Dhondiba Shankar Tapkir (son), Mr. Shivaji Shankar Tapkir (son), Mr. Namdeo Shankar Tapkir (son), Mrs. Baydabai Pandurang Pandharkar (daughter), Mrs. Narmadabai Sadabhau Hule (daughter) as his legal heirs. In furtherance of the same their names were mutated on 7/12 extract, vide Mutation Entry No. 8746;

**AND WHEREAS** the said Mr. Shivaji Shankar Tapkir through Power of Attorney holder Subhash Tipanna Nelge sold 1/3 rd undivided share i.e. land admeasuring about 50 R out of Survey No. 76 (old Survey No. 669) i.e. the said land to Mr. Prasad Pandurang Tapkir vide Sale Deed dated 16.08.1994, which is duly registered in the office of Sub Registrar Haveli No. 8, at Serial No. 2842/1994 (old) i.e. 2522/1995 (new) on 17.05.1995. In furtherance of the same the name of Mr. Prasad Pandurang Tapkir was mutated on the 7/12 extract vide Mutation Entry No. 4160. However the consent of Mr. Dhondiba Shankar Tapkir, Mr. Namdeo Shankar Tapkir, Mrs. Baydabai Pandurang Pandharkar, Mrs. Narmadabai Sadabhau Hule not taken for the aforesaid Sale Deed;

**AND WHEREAS** the said Mr. Prasad Pandurang Tapkir sold the said land to M/s. Jay Ganesh Developers i.e. Promoter, vide Sale Deed dated 10.09.2012, which is duly registered in the office of Sub Registrar Haveli No. 17, at Serial No. 9100/2012 on 09.10.2012 and Power of Attorney dated 10.09.2012, which is duly registered in the office of Sub Registrar Haveli No. 17, at Serial No. 9101/2012. In furtherance of the same the name of M/s. Jay Ganesh Developers was mutated on the 7/12 extract vide Mutation Entry No. 4200;

**AND WHEREAS** in the aforesaid manner Promoters herein became absolute owner of the land described in 'Schedule I' written hereunder (herein before and herein after called and referred to as the 'said land' for the sake of brevity and convenience);

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



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**AND WHEREAS** the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

**AND WHEREAS** the Pimpri Chinchwad Municipal Corporation has sanctioned building plans pertaining to the present project vide Commencement Certificate dated 21.08.2017 bearing no. B.P./Wadmukhwadi/18/2017 and Revised Commencement Certificate dated 24.07.2019 bearing no. B.P./Wadmukhwadi/28/2019.

**AND WHEREAS** the Additional Tahsildar, Pimpri Chinchwad has granted permission for the Non Agricultural use of the said land vide its Order dated 16.08.2017 in case no. ManivRupantaran/SR/306/2017 and issued Sanad dated 01.09.2017 in case no. ManivRupantaran/SR/306/2017;

**AND WHEREAS** the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority bearing Certificate No. **P52100022040**

**AND WHEREAS** the Allottee(s) has applied to the Promoter for allotment of flat more particularly described in the '**Schedule II**' written hereunder (herein after called and referred to as the '**said flat**' for the sake of brevity and convenience) from the Promoter and the Promoter has agreed to allot the said flat to the Allottee(s) herein on the basis of the carpet area and on the terms and conditions mentioned herein below;

**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**, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of the said flat with the Allottee(s), 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. DEFINITIONS:**

1.1 Unless the context herein otherwise provides, the following terms shall have the meaning assigned thereto:





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- 1.2 **'agreement'** means this agreement, including the schedules and annexures attached hereto and any agreed amendments thereto.
- 1.3 **'approvals'** shall mean and include all licenses, permits, approvals, clearances, sanctions and consents obtained/to be obtained from or granted/to be granted by the competent authorities to develop the said land and/or the said Project or any part thereof and/or sell/transfer of the said flat but not be limited to the sanctioned layout plans, Commencement Certificates, Revised Commencement Certificates and Completion Certificates, etc. as mentioned hereto.
- 1.4 **'concerned local authority'** shall mean and include the authorities within the local limits of the said land, who are empowered by law to grant various no objection certificates, permissions, sanctions, approvals, certificates related to commencement and/or completion of construction on the said land.
- 1.5 **'RERA'** shall mean Real Estate (Regulation and Development) Act, 2016 and any amendments made thereto from time to time.
- 1.6 **'PCMC'** shall mean Pimpri-Chinchwad Municipal Corporation i.e. the Sanctioning Authority.
- 1.7 **'Person'** means any individual, proprietary firm, partnership firm, limited liability partnership firm, corporation, company, unincorporated organization, association of persons, trust or other entity including a government or a political sub-division or an agency or instrumentality thereof.
- 1.8 **'Plan(s)'** shall mean, the building plans sanctioned or to be sanctioned by PCMC.
- 1.9 **'Project land'** shall mean land more particularly described in the Schedule I written hereunder on which the Building(s) as registered under RERA is/are being constructed.
- 1.10 **'said flat'** is more particularly described in the Schedule II written hereunder.
- 1.11 **'carpet area'** of the said flat means the net usable floor area of the said flat, excluding the area covered by the external walls, areas under services shafts (if any) and exclusive attached terrace/balcony (if any) appurtenant to the said flat for exclusive use of the Allottee(s) but includes the area covered by the internal partition walls of the flat. Allottee(s) is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately three percent.



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1.12 **'Proportionate share'**: shall mean proportion to the carpet area of the said flat to the total carpet area of all the flats in the Project.

## 2. INTERPRETATION:

2.1 Headings to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and shall be ignored in construing the same.

2.2 In this Agreement, unless inconsistent with the context or meaning thereof, reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other genders.

2.3 The words 'hereof', 'herein' and 'hereunder' and words of similar import, when used generally in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement.

2.4 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.

2.5 Any reference to 'writing' includes printing, typing, lithography and other means of reproducing words in visible form.

2.6 In construing this Agreement references to Recitals, Sections, Clauses, Annexures or Schedules are references to Recitals, Sections, Clauses, Annexures or Schedules of and to this Agreement. The Recitals, Schedules and annexures contained herein shall constitute an integral operative part of this Agreement.

2.7 Reference to any law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation rules and regulations framed thereunder from time to time under that provision.

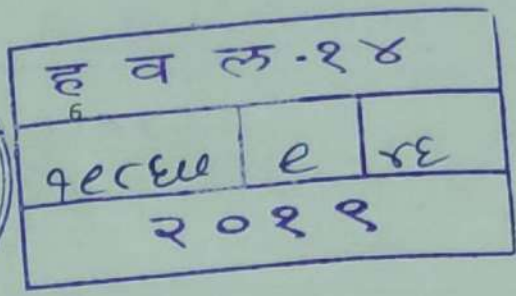
2.8 Reference to the word 'include' and 'including' shall be construed without limitation.

2.9 Any reference to the masculine, the feminine and the neutral shall include each other.

2.10 In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.

## 3. AGREEMENT:

3.1 The Allottee(s) hereby agree(s) to purchase from the Promoter and the Promoter hereby agree(s) to sell to the Allottee(s) the said flat on basis of carpet area for the consideration of **Rs. 21,32,000/- (Rupees Twenty one Lakh Thirty two thousand Only)** excluding all other expenses and taxes mentioned in these presents.



3.2 The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.

3.3 The Promoter has 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(s) created herein, may prejudicially be affected.

3.4 The Promoter has not entered into any agreement or any arrangement with any person with respect to the project land, including the Project and the said flat which will, in any manner, affect the rights of Allottee(s) under this Agreement;

3.5 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said flat to the Allottee(s) in the manner contemplated in this Agreement.

#### 4. CONSIDERATION:

4.1 The aforesaid consideration has been duly negotiated and accepted by the Allottee(s) and the same being concessional and discounted price of the said flat, the Allottee(s) has agreed to pay the total agreed consideration in the manner mentioned hereinbelow:

Percentage	Stage of Payments
10%	At the time of Booking
10%	On or before execution of the present Agreement.
20%	At the time of Plinth
5%	At the time of Commencement of First Slab
5%	At the time of Commencement of Second Slab
5%	At the time of Commencement of Third Slab
5%	At the time of Commencement of Fourth Slab
5%	At the time of Commencement of Fifth Slab
5%	At the time of Commencement of Sixth Slab
6%	At the time of Commencement of Seventh Slab
6%	At the time of Commencement of Brick work
6%	At the time of Commencement of Plaster
6%	At the time of Commencement of Tiling
6%	At the time of offer of Possession for fitouts

4.2 The Allottee(s) herein shall pay the aforesaid amount on the due date or within seven days from the Promoter giving the written intimation to the Allottee(s) calling upon the Allottee(s) to make the payment.



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4.3 It is hereby agreed that the time for payment as specified above is the essence of this contract and on failure of the Allottee(s) to pay the same on due dates, it shall be deemed that the Allottee(s) has/have committed breach of this Agreement and in that case the Promoter shall be entitled to take necessary action against the Allottee(s).

4.4 The Allottee(s) agree(s) not to question or challenge the said discounted consideration, the same been agreed on lump-sum basis after considering all aspects and other terms of the agreement.

4.5 Payment of any instalment, if made in advance, shall be adjusted to the instalments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Allottee(s) or Housing Finance Companies/Banks, etc., as the aforesaid total agreed consideration is arrived considering the fact that the Allottee(s) has/have accepted the aforesaid stages of payment.

4.6 The total agreed consideration 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 Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost or levies imposed by the Competent Authorities etc., the Promoter shall enclose the said notification, order, rule, regulation, etc. published/issued in that behalf to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

4.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) 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 Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee(s) within forty-five days with annual interest at the rate specified under RERA from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area allotted to Allottee(s), the Promoter shall demand additional amount from the Allottee(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.



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4.8 The Allottee(s) authorize(s) the Promoter to adjust/appropriate all payments made by the Allottee(s) under any head(s) of dues against lawful outstanding, if any, in the Allottee(s) name as the Promoter may in its sole discretion deem fit and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

4.9 The aforesaid total agreed consideration is inclusive of the additional costs in accordance with additional obligations under RERA and also includes benefits to be passed vide computation of estimated Input Credit Tax and therefore the Promoter is under no obligation to make any further concessions in aforesaid total agreed consideration.

4.10 The deduction of amount made by the Allottee(s) on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged/credited by the Promoter, only upon Allottee(s) submitting original TDS certificate and the amount mentioned in the certificate is reflected on the Income Tax Department website. Provided further that at the time of handing over the possession of the flat, if any such certificate is not produced, the Allottee(s) shall pay equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee(s) producing such certificate within 4 months of the possession. Provided further that in case the Allottee(s) fails to produce such certificate within the stipulated period of 4 months, the Promoter shall be entitled to appropriate the said deposit against the receivable from the Allottee(s).

#### 5. **MODE OF PAYMENT:**

The Allottee(s) shall make all the payments by local Account Payee cheques, demand draft, RTGS, NEFT or by any other mode of online payment in favour of 'M/s. JAY GANESH DEVELOPERS' payable at Pune or at par. Only after the amount has been credited to the bank account of the Promoter, the Promoter shall give effect of the same to the account of the Allottee(s) with such amount after deducting the commission of the Bank (if any) charged by the bank of the Promoter.

#### 6. **DELAY IN PAYMENT:**

6.1 The Allottee(s) shall make timely payments of the instalment and other dues payable by the Allottee(s) and meeting the other obligations under the Agreement. Time is essence for the aforesaid payment.

6.2 Without prejudice to the right of the Promoter, to take action for breach arising out of the delay in the payment of the instalments on the due dates, the Allottee(s) shall be bound and liable to pay interest at the rate of the State Bank of India's highest Marginal Cost



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of Lending Rate plus two percent on all the amounts which become due and payable by the Allottee(s) to the Promoter till the date of actual payment. Provided that in case the State Bank of India's marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which State Bank of India may fix from time to time for lending to the general public.

6.3 Provided that tender of the principle amounts and interest or tender of the interest and expenses thereof, shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as acceptance of the delay by the Promoter.

**7. TITLE:**

7.1 The Promoter has made full and true disclosure to the Allottee(s) of the title of the said land as well as the encumbrances and litigations, presently known to the Promoter. The Promoter has also disclosed to the Allottee(s) nature of its right, title and interest to construct building(s) and to develop the said land. The Promoter has also given inspection of all the relevant documents as specified under RERA and MOFA. The Allottee(s) having acquainted with all the facts and rights of the Promoter pertaining to the said land has entered into this Agreement.

7.2 The Promoter has clear and marketable title free from encumbrances with respect to the project land and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project.

7.3 There are no litigations pending before any Court of law with respect to the project land or Project except if any disclosed in the title report.

7.4 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 project land) has been received or served upon the Promoter in respect of the project land and/or the Project.

7.5 The Promoter herein had also requested the Allottee(s) to carry out the search and to investigate the title of the said land. The Allottee(s) hereinafter has/have investigated the title of the Promoter to the said land and after being completely satisfied has/have entered into the present Agreement. The Allottee(s) henceforth shall not be entitled to challenge or question the title and the right/authority of the Promoter in respect of the said land and to enter into this agreement.



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**8. SANCTIONED BUILDING PLAN:**

8.1 The Promoter herein has lawful rights and has obtained requisite approvals from the concerned local authority(s) in respect of the plans, the specifications, elevations, sections of the said building(s) to carry out development of the Project and shall obtain the balance and requisite approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

8.2 The Promoter herein shall construct or get constructed and complete the construction of the said building(s) on the said land in accordance with the plans, designs approved or to be approved by the concerned authority, which have been seen by the Allottee(s), subject to such alterations, revisions and modifications as the Promoter in its sole discretion may think fit and necessary or may be required by the concerned local authority/Government to be made in it or any of it.

8.3 The Promoter 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 said flat to the Allottee(s), obtain from the concerned local authority occupancy and/or completion certificates in respect of the said flat.

8.4 The Promoter shall have to obtain prior consent in writing of the Allottee(s) if such alterations and/or modifications adversely and materially affect the internal layout of the said flat. The Allottee(s) herein shall have no right to withhold or refuse such permission without any reasonable cause and shall give such permission as and when required by the Promoter herein.

8.5 Promoters have disclosed the full potential of development of the said land and the Allottee(s) hereby gives irrevocable and specific consent to local planning or competent authorities to revise any change as the Promoters may deem fit to suit the development potential.

8.6 The Allottee(s) hereby gives irrevocable and specific consent to the Promoter for amalgamating adjoining plot(s) and submitting revised building plans for any new building(s) on any such amalgamated plot(s).

8.7 The Allottee(s) hereby give(s) irrevocable consent to the Promoter herein to make such alterations, modifications and revisions in the sanctioned plan(s) of the said building(s) as the Promoter in its sole discretion thinks fit and proper and/or such modifications, revisions and alterations which are necessary in pursuance of any law, rules, regulations, order, or request made by the local authority, planning authority, Competent Authority or Government or any officer of any local authority and for that matter the Promoter shall be entitled to prepare new/revised layout and building plans by adding new floors/buildings, even by shifting the locations of the buildings, open space, internal roads,



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position of dust bins, transformer plinths, pumping stations, etc., on the said land and to submit the same to the requisite authorities and obtain their sanctions and also further revise or amend the said revised plans.

8.8 The Allottee(s) shall fully co-operate with the Promoter to enable the Promoter to make any addition, alteration, construct new structure(s) on the said land in accordance with the plans sanctioned or which may be hereafter sanctioned by the local body and to sell to various persons.

8.9 All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building(s) 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(s) shall be obtained by following due process of law and the Promoter has been and shall be, at all times, in compliance with all applicable laws in relation to the Project, project land, Building(s) and common areas.

#### 9. USE:

9.1 The Allottee(s) shall use the said flat or any part thereof or permit the same to be used only for residential purpose.

9.2 The Allottee(s) shall use parking space (if allotted) only for purpose of keeping or parking vehicle.

#### 10. POSSESSION:

10.1 The Promoter shall give possession of the flat to the Allottee(s) on or before 31.12.2022. If the Promoter fails or neglects to give possession of the flat to the Allottee(s) on account of wilful default, on the aforesaid date, then the Promoter shall be liable on demand of the Allottee(s) to refund to the Allottee(s) the amounts already received by the Promoter in respect of the flat along with interest at the rate of State Bank of India's highest marginal cost of lending rate plus two percent, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid to the Allottee(s). Provided that in case the State Bank of India's marginal cost of lending rate is not in use, it would be replaced by such benchmark lending rates which State Bank of India may fix from time to time for lending to the general public. If the Allottee(s) does not intend to withdraw from the project, the Promoter agrees to pay to the Allottee(s) interest as specified above, on all the amounts paid by the Allottee(s), for every month of delay, till the handing over of the possession.





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10.2 The Allottee(s) shall take possession of the said flat within 15 days of the written notice from the Promoter to the Allottee(s) intimating that the said flat is ready for use and occupancy. Upon receiving a written intimation from the Promoter, the Allottee(s) shall take possession of the said flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as required by the Promoter.

10.3 The Promoter shall be entitled to reasonable extension of time for giving delivery of said flat on the aforesaid date, if the completion of building in which the said flat is to be situated is delayed on account of:

10.3.1 war, civil commotion or act of God;

10.3.2 any notice, order, rule, notification of the Government and/or other public or Competent Authority/court;

10.3.3 Non-availability of steel, cement, other building materials, water, electric supply or labour

10.3.4 Delay in grant of NOC/permission/license connection/installation and any services such as lifts, electricity and water connection and meters to the project/flat, road NOC or completion/occupancy certificate from appropriate authority.

10.3.5 Delay or default in payment of taxes, dues, expenses, charges, consideration by the Allottee(s) under these presents.

10.3.6 Pendency of any litigation or order of the Court.

10.3.7 Any act beyond control of the Promoter.

## 11. DEFECT LIABILITY:

11.1 If within a period of five years from the date of handing over the flat to the Allottee(s), the Allottee(s) brings to the notice of the Promoter any structural defect in the said flat or the building in which the said flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at own cost and in case it is not possible to rectify such defects, then the Allottee(s) shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA.

11.2 The word defect herein above stated shall not mean defects caused by normal wear and tear, negligent use of the said flat or the building(s) by the Allottee(s), abnormal fluctuations in the temperatures, abnormal heavy rains, damages from natural calamity, defect caused due to any unauthorized change made by the Allottee(s) in the flat and/or building and/or is due to any factor beyond the reasonable control of the Promoter etc. If there is any damage to electrical equipment due to voltage fluctuations or due to any reason beyond the control of the Promoter then, the rectification of the same shall be done either through maintenance amount or through individual account of the Allottee(s) as the case maybe.



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11.3 It is clarified and agreed between the parties that normal wear and tear includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

11.4 The Allottee(s) shall not carry out alterations of whatsoever nature in the said flat or in the fittings therein, in particular it is hereby agreed that the Allottee(s) shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring/Dado) in the Toilets/Kitchen as this may result in seepage of the water. If any of such work is carried out without the written consent of the Promoter, the defect liability shall become void.

11.5 It is further clarified and agreed between the parties that where the manufacturer warranty ends before the defects liability period and such warranties are covered under the maintenance of the said flat/ building(s), and if the annual maintenance contracts are not done/ renewed by the Allottee/s or the Ultimate Organization, the Promoter shall not be responsible for any defects occurring due to the same.

11.6 It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee(s), it shall be necessary to appoint an expert who shall be nominated surveyor to survey and assess the same and shall then submit a report to state the defects in materials used and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

## 12. TAXES AND OTHER EXPENSES:

12.1 The Allottee(s) herein is well aware that, the Central Government of India has imposed Goods and Services Tax (GST) with effect from 01.07.2017 and same has to be collected by the Promoter from the buyer of the apartments and paid to the State and Central Government under the provisions of Goods & Service Tax Act, 2017 and rules & clarifications made there under from time to time. Considering the aforesaid provisions, whatever GST rate is fixed by the State & Central Government from time to time same has to be paid by the Allottee(s) herein for the transaction in respect of the said flat between the Promoter and Allottee(s).

12.2 The Allottee(s) shall be liable to bear and pay from the date of effective completion of the building(s) or the date handing over possession of the said flat, whichever is earlier, the proportionate share (i.e. in proportion to the carpet area of the said flat) of outgoings in respect of the local taxes, N.A. taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance premium,



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electricity bills for common lights, water pumps, lifts, etc., repairs and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the common areas and amenities.

12.3 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 direct and/or indirect 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, Value Added Tax, Local Body Tax, Goods and Service Tax, penalties and is put in force or shall be in force prospectively or retrospectively, in respect of the said land, said flat and/or for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter then reimbursed) by the Allottee(s). The Allottee(s) hereby indemnifies the Promoter from all such levies, cost and consequences. The Promoter shall not be liable and/or responsible for payment thereof. The Allottee(s) shall be liable to reimburse the same, to the Promoter together with penalty (if any) and interest from the date of payment made by the Promoter. It is agreed that the Promoter shall have the right to claim such amount along with other claims such as compensation, losses, burden undergone or undertaken. It is further agreed that there shall always be a charge of the Promoter on the said flat against the aforesaid amount payable by the Allottee(s) to the Promoter.

12.4 The Allottee(s) shall pay any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of change of user of the said flat by the Allottee(s).

12.5 It is agreed and understood between the parties herein that the Allottee(s) shall contribute towards expenses for stamp duty, registration charges, other incidental charges for execution and registration of this Agreement, the conveyance deed or any other agreement. The Promoter shall not be liable to bear the aforesaid expenses for the same.

12.6 It is agreed and understood between the parties herein that the aforesaid amount, expenses, charges shall be borne and paid by the Allottee(s) in addition to the consideration and other charges enumerated herein. The Allottee(s) agree, assure, undertake, affirm and confirm unto the Promoter that the Allottee(s) shall indemnify the Promoter against all claim(s), charge(s), expense(s) and loss(s) incurred by the Promoter, in case the Allottee(s) fails, neglects or avoids to make the payments mentioned in this Agreement.



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### 13. MAINTENANCE:

13.1 The Allottee(s) herein shall pay to the Promoter, an amount of Rs.18,000/- (Rupees Eighteen Thousand Only) for 1 BHK & 2 BHK alongwith GST in advance towards temporary maintenance charges, prior to grant of possession of the said flat by the Promoter to the Allottee(s). The said advance shall be utilized for the common maintenance including but not restricted to common security, common electricity, maintenance of lift, cleaning, water charges and other common areas and amenities from the date of obtaining Completion Certificate or handing over possession of the first flat in the project, whichever is earlier.

13.2 It is hereby agreed that the Promoter shall maintain the project only out of the advance received from the Allottee(s) and also the Promoter has the sole right to discontinue the maintenance at any time, after giving prior notice of thirty days.

13.3 Without prejudice to the above covenants, in the event of the Promoter or Ultimate Organization, finds that the aforesaid maintenance is insufficient for maintaining the project, the Allottee(s) shall be liable to bear, pay and contribute such additional charges as may be levied and demanded by the Promoter or the Ultimate Organization. Failing which, the Promoter shall be entitled to discontinue the maintenance of the project.

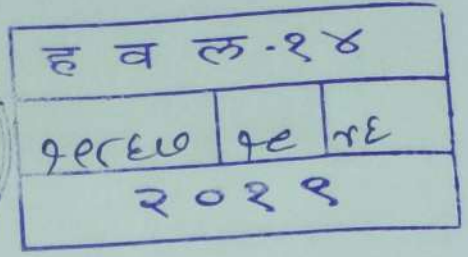
13.4 The Promoter or Ultimate Organization shall be entitled to claim reasonable interest on the arrears of such charges from the defaulting Allottee(s), without prejudice to the other rights and powers of the Promoter or Ultimate Organization.

13.5 It is specifically agreed between the parties hereunto that the Promoter is not responsible/liable to pay or share in the aforesaid expenses, outgoings, maintenance etc. in respect of the unsold flats in the project.

13.6 The Allottee(s) is made aware of by the Promoter and the Allottee(s) undertakes to maintain all the common areas and amenities enumerated herein below in the present project from the date of handover of management to the Ultimate Organization thereof. The Allottee(s) together with the Ultimate Organization thus formed shall keep the Promoter and the local authority indemnified from any liability arising out of non-functioning or violation of law pertaining to the common areas and amenities.

### 14. PROVISION FOR WATER AND ELECTRICITY:

14.1 The Promoter will be applying to the concerned authorities for water connections for the project and electricity meter for the said flat and common areas. In case there is delay or shortage in obtaining the water and electricity connections from the concerned department then the Promoter may provide water and electricity supply through any other temporary arrangements. In the aforesaid event, if there is any improper, insufficient, irregular supply of water and/or electricity, the Promoter shall not be held responsible for the same and the same shall not be considered as defect or deficiency in service on part of



the Promoter. The Allottee(s) hereby consent for such temporary arrangement that may be made in the said interim period. The Promoter shall be entitled to deduct the expenses along with applicable taxes for such temporary arrangement of water and/or electricity from the temporary maintenance charges paid by the Allottee(s) to the Promoter, until the temporary maintenance charges are completely utilized. Thereafter, the Allottee(s) shall pay proportionate charges as demanded, determined and decided by the Promoter along with necessary taxes applicable thereon, failing which, the Promoter shall be entitled to discontinue the aforesaid supply.

#### 15. FLOOR SPACE INDEX (F.S.I.):

15.1 The Promoter hereby declares that the Promoter has planned to utilize Floor Space Index of the entire said land and permissible TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification in Development Control Regulations, which are applicable to the said Project and entire said land. The Promoter has disclosed the Floor Space Index, proposed to be utilized on the project land in the said Project and the Allottee(s) has agreed to purchase the said flat based on the proposed construction and sale of flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

15.1 The Promoter shall be entitled to float, utilize and transfer the excess, additional, increased, unutilized and/or balance TDR and/or FSI of the said land to any other land and visa-versa.

15.2 Notwithstanding any thing contained in this Agreement the Promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR/land potential for construction of new building/s or extension of the present building/s on any open area and/or on terraces above the present building/s, either prior to or after completion of building/s and even after conveyance of the said land. The Promoter shall also be entitled to transfer or assign the said right/s to any other person. The said land and/or building/s shall be conveyed subject to the rights, always being with the Promoter.

15.3 In case the land or any portion of the said land is acquired by any authority before execution of the conveyance, then the Promoter alone shall be entitled to take compensation for the same or get FSI/TDR in lieu of compensation.



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#### 16. SPECIFICATION:

The specifications of the said flat and the fixtures, fittings and the amenities to be provided by the Promoter in the said flat are described in the 'Schedule III' hereunder written. The Allottee(s) shall not be entitled to demand any extra fittings, fixtures or amenities other than those agreed to be provided.

#### 17. COMMON AND RESTRICTED AREAS:

17.1 The Promoter has ex-gratia provided the common areas and facilities appurtenant to the said flat. The nature, extent and description of the common and restricted areas and facilities, are more particularly described in the 'Schedule IV' written hereunder. The Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and/or alienate and dispose off other areas and facilities in such manner as the Promoter thinks fit.

17.2 It is distinctly agreed by and between the parties that the common areas and amenities which are to be provided by the Promoter shall form and be utilized by all the Allottee(s) in the entire project and that the Allottee(s) or the ultimate organization of the flat holders shall not claim ownership or any other rights therein.

17.3 It is further agreed by and between the parties that the construction of the common areas and amenities which are to be provided by the Promoter shall be completed after the construction of all the Buildings/Wings in the project is completed. The Allottee/s shall not raise any objection or dispute for the same.

17.4 At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas to the Ultimate Organization.

#### 18. RIGHT TO ALLOT:

18.1 The Promoter has disclosed that as per the Development Control Rules applicable to the said project, the Promoter herein has to provide certain car parking spaces, scooter parking spaces and cycle parking spaces for use of the Allottee(s) in the said Project. However considering the fact that the parking spaces available are insufficient and the same may cause disputes between the Allottee(s) in the project, regarding parking of their vehicles, therefore to avoid such disputes, the Promoter herein at the request and demand of the Allottee(s) has decided not to provide separate scooter parking and cycle parking, in order to avoid inter-se disputes between the Allottee(s) in the said Project.



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18.2 The Purchaser herein after going through the Development Control Rules as to required parking area and the parking arrangement proposed by the Promoter, the Purchaser herein by executing the present Agreement, with due diligence has accepted the aforesaid arrangement made by the Promoter and has/have given consent for the parking arrangement proposed by the Promoter.

18.3 The Allottee(s) agree(s) that in order to avoid inter-se disputes between the flat holders in the Project, the Open/sheltered/covered parking in the Project shall be allotted by the Promoter in the Building(s) on stilt or in open areas in the Project alongside the Building(s), roads, gardens (if any), compound wall, side margins etc.

18.4 The Allottee(s) shall use the parking space, if allotted, only for the purpose for keeping or parking the Allottee(s) own two or four wheeler light vehicle, however the Allottee(s) shall not be entitled to park inside the project or in the said car parking any heavy vehicles such as trucks, bull dozers, buses, tractors, etc. and further that the Allottee(s) shall not be entitled to park his/her/their any two or four wheeler vehicles in the common marginal spaces, which is/are not allotted for parking two/four wheeler vehicle and further none of the occupants is/are entitled to have entry of any public vehicles without prior written consent from the Promoter till handing over the administration to the Ultimate Organization and thereafter from the managing committee of such Ultimate Organization.

18.5 Further in case the Allottee(s) is given the right of exclusive use of car parking, the Allottee(s) agrees that if for any reason the allotment of the Car Parking gets cancelled then the Allottee(s) shall not be entitled to ask for refund of any amount or compensation as price herein agreed is only for the flat and allotment is made ex-gratia for beneficial enjoyment of the Allottee(s) and to avoid inter-se dispute between the flat Holders. The Allottee(s) further agrees that he/she/they will not challenge any allotment of any parking space made by the Promoter to any other Allottee(s).

## 19. ULTIMATE ORGANIZATION:

19.1 It is hereby made clear that the ultimate organization of Allottee(s) shall be an Association of Apartment Owners, under the provisions of the Maharashtra Apartment Ownership Act, 1970.

19.2 This agreement itself is a Declaration by the Allottee(s) as provided under Maharashtra Apartment Ownership Act, 1970 read with Maharashtra Apartment Ownership Rules 1972 thereby submitting his/her/their flat to the provisions of the said Act.



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19.3 The Promoter shall be entitled to amend, substitute, modify, terminate and cancel and/or revise the bye-laws and the declaration for which the Allottee(s) has/have given his/her/their irrevocable consent.

19.4 It is understood between parties herein that the Promoter at the request and demand of majority Allottee(s), may at its sole discretion, form a co-operative housing society, under the provisions of the Maharashtra Co-operative Societies Act, 1960. However all the expenses thereof shall be borne and paid by the Allottee(s) proportionately.

19.5 In the event the ultimate organization the administration of the property is handed over before the sale and disposal of all the flat(s) in the building(s) all the powers, authorities and right of the Allottee(s) herein shall be always subject to the Promoter's overall right to sell unsold flats and all other rights thereon it is specifically agreed between the parties hereto that for the unsold flats the Promoter herein shall and will not be liable or required to contribute towards the common expenses or maintenance charge or any amount under any head towards the share in the common expenses in respect of the unsold tenements nor will be Promoter or the new incoming Allottee(s) be liable and required to pay any transfer charges, premium, etc.

## 20. CONVEYANCE:

Unless prevented by the circumstances beyond the control of the Promoter, it is agreed that the said land along with the building(s) constructed thereon, will be conveyed by the Promoter herein within one year from and after (a) Obtaining the full and final completion certificate in respect of the entire project and utilization of entire FSI and TDR/land potential permissible to be utilized on the entire said land as per development control rules (irrespective of previous sanction or not of FSI) (b) Sale of all flats in all building(s) in the project and (c) After receiving the entire amount & all dues from all the Allottee(s) including all taxes, maintenance charges, outgoing, stamp duty, registration fees etc.

## 21. UNDERTAKING BY THE ALLOTTEE(S):

21.1 The Allottee(s) with intention to bring all persons into whosoever hands the said flat may come, do hereby covenant with the Promoter as follows:

21.2 To maintain the said flat at Allottee(s) own cost in good and tenantable repair and condition from the date of possession and shall not do or cause to be done anything in or to the said flat or the building in which the said flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the said flat and/or the building in which the said flat is situated and the said flat itself or any part thereof, without the consent of the local authorities, if required.





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21.3 Not to store inside/outside the said flat/building surrounding area any goods which are of hazardous, combustible or dangerous nature or are too heavy as to cause damage to the construction or structure of the building or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors, which may damage or are likely to damage the staircases, common passages or any other structure of the building including entrances of the building and in case any damage is caused to the building in which the said flat is situated or to the said flat or any fatality on account of negligence or default of the Allottee(s) in this behalf, the Allottee(s) shall be liable for all the consequences of the breach.

21.4 To carry out at his own cost all internal repairs to the said flat and maintain the said flat in the same condition, state and order in which it was delivered by the Promoter, provided that for the defect liability period such repairs shall be carried out by the Allottee(s) with the written consent and the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee(s) committing any act in contravention of the above provisions, the Allottee(s) shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

21.5 Not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature in or to the said flat or any part thereof, or in or to the building in which said flat is situated and not to make any alteration in the elevation and outside colour scheme of the building and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, pardis or any other structure in the said flat without the prior written permission of the Promoter and/or the Ultimate Organization, as the case may be.

21.6 After possession of the said flat the Allottee(s) has/have agreed to carry out regular and periodical inspection of the structure, beams, columns, projections, drainage lines, water lines, electrical lines, lift, power back up, pumps etc. and to carry out necessary repairs as and when required.

21.7 Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said land and the building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.



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- 21.8 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said land and the building.
- 21.9 Pay to the Promoter within fifteen days of demand by the Promoter, share of the Allottee(s) towards security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the said flat is situated.
- 21.10 To bear and pay the local taxes, NA taxes, water charges, insurance and such other levies, if any, from the date of possession of the said flat and also any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of permitted change of user of the said flat by the Allottee(s) other than for purpose for which it is sold.
- 21.11 The Allottee(s) until conveyance shall not let, sub-let, give on leave and license basis, transfer, assign or part with Allottee(s) interest or benefit factor of this agreement or part with the possession of the said flat until all the dues payable by the Allottee(s) to the Promoter under this agreement are fully paid up and only if the Allottee(s) had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Allottee(s) has intimated in writing to the Promoter and obtained written consent thereof.
- 21.12 The Allottee(s) shall observe and perform all the rules and regulations which the flat may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the Ultimate Organization regarding the occupation and use of the flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this agreement.
- 21.13 Till a conveyance of the project land on which the building in which the said flat is situated is executed, the Allottee shall permit the Promoter 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. The Allottee(s) shall not obstruct the development work for any reason and in any way.



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21.14 In the event of the Promoter carrying out any work of additions and/or alterations as per instructions of the Allottee(s), the Allottee(s) shall keep the Promoter harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Promoter shall not be bound to obtain completion/occupation certificate as per such additions or alterations which work shall be done by the Allottee(s) at his own costs and risk.

21.15 If the Allottee(s) shall desire to fit grill(s) to the balconies and/or windows then the Allottee(s) shall do so at his/her/their own costs only as per the designs and specifications approved by the Promoter. The Allottee(s) shall not fit any grills or enclose the car parking space, if allotted, for exclusive use of the Allottee(s).

21.16 The Allottee(s) shall fit the Air - Conditioners, chimneys, hanging telephone and telex wires, electric connection, fax, teleprinter, computer, devices which requires external wiring cables, lines, dish antennas in the spaces prescribed by the Architect of the Promoter and location of the same shall be restricted to the above-mentioned space only.

21.17 There shall be no canopy or name-board projections in the front of or ahead of any structure or on any part of the Building(s).

21.18 The elevations and finishing material of the Building(s), both externally and internally, will not be permitted to be changed under any circumstances.

21.19 Not to fix any hooks, nails or electrical decorative lighting/fixtures etc. on the exterior or lobbies of the Building(s), on any occasions of marriages/festivals etc. without the prior permission of the Promoter.

21.20 No neon sign boards or electronic board(s) will be permitted to be displayed in anyplace in the compound or in any of the open space or on the top of any Building(s).

## 22. OTHER CONDITIONS:

22.1 It is specifically understood that the brochure(s), compact disk, online advertisements, hoardings, etc. published by Promoter from time to time in respect of the project is just advertisement material and contain various features such as furniture layout in flat, vegetation, plantation, shown around the building, scheme, vehicles, colours, etc. are to increase the aesthetic value only and are not facts. These specification/amenities are not agreed to be developed or provided and the same shall not be considered in any manner as agreement between Promoters and Allottee(s).



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22.2 It is specifically understood and clarified that all the brochure(s), compact disk, online advertisements, hoardings, etc. published by the Promoter on or before 31.05.2017 in respect of the project shall stand withdrawn.

22.3 The Allottee(s) is/are aware that the perspectives/elevation plans shown on the plans and/or in brochures are tentative and are likely to undergo change in course of construction. The Allottee(s) shall have no objection/complaints whatsoever on that account.

22.4 The Allottee(s) is/are hereby prohibited from raising any objection in the matter of allotment or sale accommodation/flat/garage/car parking etc., on the ground of religion/caste/creed or nuisance/annoyance/inconvenience for any profession/trade/business etc. that has been or will be permitted by law or by local authority in the concerned locality.

22.5 The Allottee(s) authorizes and empower the Promoter to make representation by executing such documents and forms as may be necessary, for procuring electricity connection, water connection and meter for the said flat in the name of Allottee(s), municipal Assessment of the said flat in the name of Allottee(s). The Allottee(s) undertakes to bear all the expenses at actuals for the same, as levied by the Competent Local Authority for entire financial year and at actuals as levied by the Competent Local Authority, even if the possession of the said flat is taken or given later.

22.6 The Allottee(s) understands that the work of the development and construction on the said land by the Promoter may continue even after grant of possession of the said flat to the Allottee(s). The Allottee(s) shall not make any claims of any nature, relating to or on account of nuisance, annoyance, damages or compensation in this respect.

22.7 Nothing contained in this agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said flat or of building(s) or a part thereof. The Allottee(s) shall have no claim save and except in respect of the said flat hereby agreed to be sold to the Allottee(s) and all common, area and facilities will remain the property of the Promoter until the conveyance.

22.8 Any delay tolerated or indulgence shown or commission on the part of the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee(s) by the Promoter of any breach or non-compliance nor shall the same in any manner prejudice the rights of the Promoter.



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22.9 The Promoter has not undertaken any responsibility nor has agreed anything with the Allottee(s) orally or otherwise and there is no implied agreement or covenant on the part of the Promoter other than the terms and conditions expressly provided under this agreement.

22.10 The Allottee(s) herein represents, assures and declares that neither the Allottee(s) nor the members of the family are debarred or disentitled to acquire the said flat under any statute, notification, and rule for the time being in force.

22.11 The Allottee(s) herein is/are aware of the fact that the Promoter herein has entered or will enter into similar or separate agreement(s) with several other person(s) and party(s). The Allottee(s) has/have given irrevocable consent for the same.

22.12 The Allottee(s) has/have read and understood all the terms and conditions of indemnity bonds/undertakings, etc. given by the Promoter to the Collector/Corporation or any other authority and terms and conditions mentioned in Commencement Certificate, NA order and Completion Certificate (if any) and Allottee(s) agrees that this agreement is subject to the said terms and are also binding on the Allottee(s).

22.13 The Promoter shall have a first charge and/or lien on the said flat in respect of any amount payable by the Allottee(s) under the terms and conditions of this Agreement.

22.14 The Promoter shall be entitled to allot by way of lease or license an portion of the said land to any Government/semi Government/Local authority/MSEDCL or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V. etc. The Allottee(s) shall not be entitled to raise any objection or grievance about the same.

22.15 The Allottee(s) is/are fully aware that the Promoter may have to construct some flats in the project for Maharashtra Housing and Area Development Authority and the Occupants/Allottee(s) of the such flats shall be member of the Ultimate Organization formed by the Promoter for the entire project. Also the Occupants/Allottee(s) of the such flats shall be entitled to use and enjoy all the common areas and amenities provided by the Promoter. The Occupants/Allottee(s) of the such flats shall be liable to bear necessary maintenance charges along with the other flat/flat Allottee(s).

22.16 All phase wise construction has been made and executed for the convenience of the Promoter. No separate fencing and/or gate will be allowed for separating any particular phase of building(s) for whatsoever reason. All Allottee(s) in all phase(s) and building(s) shall have free access to all other phases and building(s).



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**23. INVESTOR'S CLAUSE:**

The Parties hereto confirm that the Allottee(s) has/have agreed to Purchase the said flat as an Investor and hence the Allottee(s) reserve his/her/their right to claim stamp duty set of/adjustment of the amount already paid of these presents in the event the Allottee(s) resells the said flat to a subsequent Allottee(s). That as per the amended provisions of the Bombay Stamp Act 1958, the Investor Allottee(s) is entitled to the Stamp Duty benefit.

**24. NAME OF THE HOUSING SCHEME:**

The name of the Project shall be **Omsfree** and this name shall not be changed without the written consent of the Promoter.

**25. FINANCE:**

25.1 The Allottee(s) hereby consent(s) and authorize(s) the Promoter for raising any finance by way of mortgage on the said land or project or any portion thereof, as and when deemed necessary by the Promoter.

25.2 After the Promoter executes this Agreement he shall not mortgage or create a charge on the said flat 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(s) who has taken or agreed to take such said flat.

25.3 The Allottee(s) may obtain finance from any bank/financial institution or any other source for purchase of the flat, but the Allottee(s) obligation to purchase the flat pursuant to this Agreement shall not be contingent on the Allottee(s) ability or competency to obtain such finance and the Allottee(s) will remain bound by the terms of this Agreement. The Allottee(s) hereby agree(s) that in case he has availed of any loan facility for the purchase of flat, then upon execution and registration of Conveyance Deed in respect of the flat, the original Conveyance Deed shall be received by the Promoter on behalf of the Allottee(s) from the registration office directly and shall be deposited with the concerned lending institution to create equitable mortgage on the flat in accordance with the terms of grant of the loan.

**26. NOTICE:**

26.1 All notices to be served on the Allottee(s) as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee(s) by E-Mail, Courier, Registered Post, Under Certificate of Posting or Ordinary Post at the address(s) of the Allottee(s) as specified in the title of this agreement or at the address intimated in writing by the Allottee(s) by registered post after execution of this agreement.



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26.2 In case there are Joint Allottee(s) all communications shall be sent by the Promoter to the Allottee(s) whose name appears first and at the address given by the Allottee(s) which shall for all intents and purposes be considered as properly served on all the Allottee(s).

26.3 It shall be the duty of the Allottee(s) and the Promoter 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 Promoter or the Allottee(s), as the case may be.

**27. SEVERABILITY:**

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 thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**28. BINDING EFFECT:**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) 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(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

**29. ENTIRE AGREEMENT:**

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



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

**30. SUBSEQUENTALLOTTEE(S):**

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 Allottee(s) of the said flat in case of a transfer, as the said obligations go along with the said flat for all intents and purposes.

**31. FURTHER ASSURANCES:**

31.1 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 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.

31.2 The Allottee(s) and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

**32. DISPUTE RESOLUTION:**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

**33. TRANSFER OF PROJECT:**

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

**34. CHANGEIN CONSULTANTS:**

The Promoters shall have every right to appoint new Architect and/or Structural engineer as per his discretion and choice.





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### 35. TERMINATION OF AGREEMENT:

35.1 If the Allottee(s) herein violates any terms and conditions of this agreement for whatsoever reason including non-payment of agreed consideration within stipulated period as mentioned hereinabove then, the Promoter shall have absolute right and authority to terminate this agreement, after deducting an amount of Rs. 10,000/- towards penalty/compensation, by giving prior notice in writing of its intention to terminate this agreement, by stating specific default, breach(s) of the terms and conditions being ground behind intention of termination of the agreement and the Allottee(s) herein within reasonable time may get the default rectified and which period will not be more than 15 days from the receipt of such notice. After giving notice in writing, if the Allottee(s) herein fail to rectify the default/breach of terms and conditions within aforesaid stipulated period, then this transaction shall stand cancelled and right, title, interest of the Allottee(s) under this agreement towards the said flat shall also stand cancelled and the Allottee(s) shall have only right to receive the refund of the amount paid to the Promoter without any interest or compensation after deducting the aforesaid amount.

35.2 For whatsoever reason if the Allottee(s) herein desire to terminate this agreement/transaction in respect of the said flat then, the Allottee(s) herein shall issue 15 days prior notice to the Promoter as to the intention of the Allottee(s) and on such receipt of notice the Promoter herein shall be entitled to deal with the said flat with prospective buyers.

35.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the said flat between the Promoter and Allottee(s) herein is terminated as stated hereinabove, then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee(s) herein shall stand automatically cancelled.

35.4 On termination of transaction in respect of the said flat as aforesaid the Allottee(s) herein shall be entitled to receive the amount being refund of consideration paid by the Allottee(s) to the Promoter after re-transfer of the said flat by the Promoter.

35.5 If the Promoter is able to re-transfer the said flat for the same consideration or higher consideration as compared to the consideration agreed between Promoter and Allottee(s) herein then, the Allottee(s) is/are entitled to receive and Promoter is bound to pay the entire part consideration paid by the Allottee(s) to the Promoter in pursuance of this Agreement without any interest, after deducting the aforesaid amount.



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35.6 If the Promoter is able to re-transfer the said flat for a lesser consideration than the consideration agreed between Promoter and Allottee(s) herein then, the Promoter shall be entitled to deduct such differential amount of consideration from the amount paid by the Allottee(s) to the Promoter towards the consideration of the said flat and shall refund balance amount without any interest and accordingly the Allottee(s) herein shall be entitled to receive the same, after deducting the aforesaid amount.

35.7 The Allottee(s) is/are not entitled to receive refund of amount paid by the Allottee(s) to the Promoter towards GST, Service Tax, VAT or any other taxes, cesses, Stamp Duty, Registration Fee, etc.

35.8 If the Allottee(s) has/have availed housing loan against the said flat from any Bank/financial institute, etc. then the Allottee(s) is/are not entitled to receive the aforesaid refund till producing No-Dues Certificate and/or Release Deed executed by such Bank/financial institute for releasing the encumbrance of loan and interest thereon on said flat.

35.9 Without prejudice to the aforesaid conditions, it is further agreed between the parties hereto that on termination of this agreement and transaction between the parties hereto as aforesaid, the Allottee(s) shall only have the right to claim the refund of the amount as stated above on execution of Cancellation Deed and in such an event all other rights under this agreement of the Allottee(s) herein stands automatically extinguished.

35.10 This Agreement being registered agreement under the provision of Registration Act 1908, in light of the aforesaid cancellation or termination, the Allottee(s) has to execute proper cancellation deed and admit the execution thereon personally but if the Allottee(s) on termination as aforesaid, within one month fail to execute the cancellation deed and admit the execution personally then for the purpose to execute such cancellation deed and admit the execution, the Allottee(s) herein by executing these present, irrevocably nominate, constitute and appoint the Promoter herein for such cancellation deed or any other document as may required to cancel this transaction in law on termination of this agreement as aforesaid and who is entitled to do the same on refund of amount by cheque/demand draft as aforesaid by post. By executing these presents the Allottee(s) ratify and confirm and agree to ratify and confirm aforesaid act of the Constituted Attorney i.e. the Promoter herein by virtue of the present clause.

### 36. STAMP DUTY AND REGISTRATION CHARGES:

The necessary stamp duty & registration charges and allied expenses for registration of the present Agreement shall be paid by the Allottee(s).



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### SCHEDULE I

#### DESCRIPTION OF THE SAID LAND

All that piece and parcel of land admeasuring about 50 R out of Survey No. 76 (old Survey No. 669) at Village Wadmukwadi, Taluka Haveli, District Pune and within the limits of Pimpri Chinchwad Municipal Corporation and which land is bounded as follows:

- On or towards the East : By remaining property of same Survey Number  
On or towards the South : By Tajane Vasti Road  
On or towards the West : By remaining property of same Survey Number  
On or towards the North : By remaining property of same Survey Number

### SCHEDULE II

#### DESCRIPTION OF THE SAID FLAT

Name of the Project	:	OMSHREE
Wing	:	B
Flat type	:	1 BHK
Flat No.	:	502 (FIVE ZERO TWO)
Floor	:	5 <sup>th</sup> (FIFTH)
Carpet Area of Flat	:	24.51 Sq. mtrs.
Enclosed Balcony	:	9.00 Sq. mtrs.
Exclusive Terrace right to use	:	3.72 Sq. mtrs.



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**SCHEDULE - III  
SPECIFICATIONS**

**STRUCTURE**

Earthquake resistant RCC frame structure with specification as per latest building code.

**MASONRY**

Internal & External wall in 5" masonry

**PLASTER**

Sand face external plaster &  
Smooth Finish Internal Plaster

**FLOORING**

2'x2' vitrified tiles floorings for entire flats  
Mat flooring in attached terrace and bathroom

**BATH & TOILET**

Concealed Plumbing with pressured tested Glazed tiles upto 4ft w.c. & Bath tiles dado.

Provision of electric point for geyser

Sanitary ware ISI Mark

C.P. Fitting of jaguar (Essco), Hindware or equivalent make Hot & Cold Mixer.

Common toilet Indian & Master toilet Western

**KITCHEN**

Granite top kitchen platform

Stainless steel sink

Glazed tiles dado

**ELECTRIFICATION/ELECTRICAL**

Adequate concealed electrical point with copper wiring

Ample electric point with Branded modular switches

Cable TV point in living room

AC provision in master bedroom

**WINDOWS**

Powder Coated Aluminium sliding windows

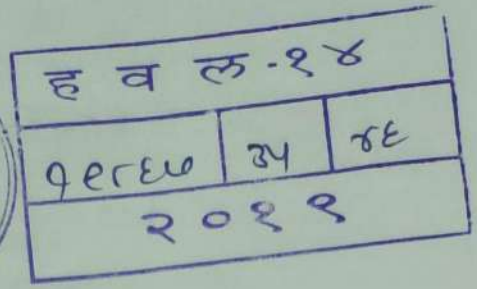
Mosquito net for all windows except Terrace & Kitchen

Safety grill for all windows except Terrace, Bath & W.C.

**DOORS**

The Main Doors will be flush door with decorative laminate sheet

Internal flush doors



### PAINTING

Oil bond distemper paint in all rooms

Water resistant paint in external walls

### SCHEDULE - IV

#### A) COMMON AREAS & AMENITIES

1. Exclusive main gate.
2. Security cabin.
3. Provision for inverter back up.
4. CCTV camera main gate, parking (ground floor)
5. Provision for water purify.
6. Solar water heating systems.
7. Fire fighting systems.
8. Rain water harvesting system.

#### B) RESTRICTED COMMON AREAS & AMENITIES:

1. Partition walls between two units shall be limited common property of the said two units.
2. The Ground floor units shall be entitled to exclusive use of open spaces and land adjoining to them respectively as and if allotted or that will be allotted by the Promoter at its discretion and as shown in the plan hereto annexed.
3. Terraces adjacent to the terrace Flats and above the Building shall exclusively belong to such respective Flat if so specifically allotted by the Promoter.
4. Other exclusive and limited common areas and facilities as mentioned in body if this Agreement.
5. Passages and toilets/W.C.'s which are not the part of the specified units may be exclusively allotted to those units who have access through such passages or adjacent to such toilet/W.C.'s for their exclusive or limited common use only as per the discretion and option of Promoter.
6. Parking spaces
7. Side margin
8. Top terrace



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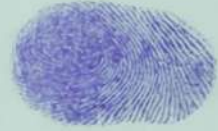
IN WITNESS WHEREOF the parties hereto have put their respective hands to this Deed on the day and date first mentioned hereinabove.

SIGNED, SEALED AND DELIVERED  
BY THE WITHINNAMED THE PROMOTER

M/s. JAY GANESH DEVELOPERS  
Through its Partner



*D. Patel*

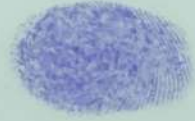


MR. DINESH DAHYABHAI PATEL

SIGNED, SEALED AND DELIVERED  
BY THE WITHINNAMED ALLOTTEE(S)



*Arpit Patil*



1) Mr. ARPIT RAJENDRA PATIL



*Sau. S. R. Patil*

2) Mrs. SADHANA RAJENDRA PATIL



In Presence Of :

1. Signature : *Rindhe*  
Name : *Satish D. Rindhe*  
Address : *Moshi, Pune.*

2. Signature : *KPande*  
Name : *Kapil S. Pande*  
Address : *Bhosari, Pune.*



## 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 :  
P52100022040

Project: OMSHREE B WING, Plot Bearing / CTS / Survey / Final Plot No.: PLOT NO.76P at CHARHOLI, Haveli, Pune,  
412105.

1. Jay Ganesh Developers having its registered office / principal place of business at Tehsil: Haveli, District: Pune, Pin: 412105.
2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;  
OR  
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
  - The Registration shall be valid for a period commencing from 25/08/2019 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
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



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Signature valid  
Digitally Signed by  
Dr. Vasant Pramanand Prabhu  
(Secretary, MahaRERA)  
Date: 8/25/2019 10:03:57 PM

Dated: 25/08/2019  
Place: Mumbai

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

2





क्र. बीपी / पडमुखाडी / १८ / २०१८ दि. ०७/०८/२०१८

## पिंपरी चिंचवड महानगरपालिका, पिंपरी - ४११ ०१८.

(या पुढील व्यवहारात क्रमांक व दिनांक यांचा उल्लेख करावा)

(जागेच्या वा इमारतीच्या कायदेशीर मालकी हक्कांचे संदर्भ लक्षात न घेता अर्जदारास हे संमतीपत्र देण्यात येत आहे.)

(कमेन्समेंट सर्टिफिकेट)

दो.क्र. १०२३१९२००००२६६

करीता सुधा.

बांधकाम चालू करणेकरिता दाखला

सदर बांधकाम चालू करण्याचा दाखला आणि बांधकामाचे संमतीपत्र महाराष्ट्र प्रादेशिक व नगररचना अधिनियम, १९६६ ची कलम ४५ यातील तरतुदीप्रमाणे आणि महाराष्ट्र महानगरपालिका अधिनियम २०१२ ची कलमे (सेक्शनस) २५३ व २४५ यातील तरतुदीप्रमाणे खालील अटींवर देण्यात येत आहे.

पिंपरी चिंचवड महानगरपालिका, पिंपरी - १८.

क्रमांक - बी.पी./पडमुखाडी / २८ / २०१९

दिनांक : २४ / ०८ / २०१९

श्री./श्रीमती/मे. जय गणेश उल्लेखनार्थ तर्फे भागीदार श्री. दिनेश भाई पटेल. व इतर.

द्वारा : ला. आ. / ला. स. श्री. नितीश आर. पटेल.

जय गणेश साभाल्य, भोसटी पुणे. ३९.

यांना

पिंपरी चिंचवड महानगरपालिका यांजकडून

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे कलम ४५ आणि महाराष्ट्र महानगरपालिका अधिनियम कलम (सेक्शनस) २५३ व २५४ अन्वये पिंपरी-चिंचवड महानगरपालिकेच्या सीमेतील मौजे - पडमुखाडी येथील सर्व्हे नं. ७६. प्रक. सिटी सर्व्हे नं. प्लॉट नं. मधील बांधकाम करण्यासाठी तुम्ही महानगरपालिकेला अर्ज दाखल केला तो दिनांक १८/०६/२०१९ रोजी प्राप्त झाला. यावरून बांधकाम करण्यास खाली नमूद अटींवर व जादा अट क्र. ते नुसार तुम्हास संमतीपत्र देण्यात येत आहे.

- सोबतच्या मंजूर नकाशात दाखविल्याप्रमाणे प्रत्यक्ष जागेवर बांधकाम करणे बंधनकारक आहे.
- जोत्यापर्यंत काम आल्यानंतर नगररचना व विकास विभागाकडून सेटबॅक तपसून घ्यावेत. त्याशिवाय जेव्हावरील काम सुरू करू नये.
- सोबतच्या नकाशावर नमूद करण्यात आलेल्या अटींवर हे संमतीपत्र देण्यात येत आहे.
- ज्या भूखंडावर नवीन इमारत बांधकाम करण्यात आले आहे त्या इमारतीच्या भोगवटा दाखला मागण्यापूर्वी विकसकाने इमारतीसमोर कंपाउंड वॉलच्या आत व बाहेर झाडे लावून ती व्यवस्थित वाढविण्याच्या दृष्टीने योग्य ती व्यवस्था करावी त्या शिवाय भोगवटा दाखला मिळणार नाही. रस्त्यावरील झाडाना जरूर ते संरक्षण कुंपण विकसकाने करावयाचे आहे तसेच महानगरपालिकेच्या प्रचलित नियमानुसार योग्य ती अनामत रक्कम कोषागारात भरणे बंधनकारक आहे.
- इमारतीचा भोगवटा दाखला देताना रस्त्यावरील व आतील बाजूस टाकण्यात आलेला इमारतीचा राडारोडा उचलून जागा साफ केल्याशिवाय अर्जाचा विचार केला जाणार नाही.
- नवीन बांधकाम सुरू करताना संबंधित जागेमध्ये झाडे आल्यास ती ट्री अर्थॅरिटीची पूर्वपरवानगी घेतल्याशिवाय तोडू नयेत. अन्यथा कायदेशीर कारवाई करण्यात येते, यांची नोंद घ्यावी.
- आपण संबंधित बांधकाम हे महाराष्ट्र महानगरपालिका अधिनियम २०१२ व महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ मधील तरतुदीचा भंग करून सक्षम अधिकन्याची पूर्व परवानगी न घेता सुरू केल्याबद्दल/तसेच इकडील मंजूर नकाशाप्रमाणे बांधकाम न करता त्यात बदल व फेरफार करून या बांधकामाचे सुधारित नकाशास पुर्व परवानगी न घेता बांधकाम केल्याबद्दल इमारतीचे भोगवटापत्रक केल्याबद्दल, आपणा विरुद्ध नियमानुसार दंडात्मक कार्यवाही करण्याचा म.न.पा. चा हक्क राखून ठेवला आहे.
- बांधकाम साहित्य अथवा जुन्या बांधकामचा निघालेला राडारोडा सार्वजनिक रस्त्यावर मनपा चे परवानगी शिवाय ठेवता येणार नाही. जर हे साहित्य सार्वजनिक जागेवर ठेवल्याचे आढळल्यास त्यासाठी सुधारित विकास नियंत्रण नियमावलीत तरतुदीनुसार रू ३०००/- प्रति दिन याप्रमाणे दंड आकारण्यात येईल.
- पाणी पुरवठा, जलनिःसारण, उद्यान, अग्निशामक इत्यादी आवश्यक विभागाचे ना हरकत दाखले इकडे सादर करावेत.
- इमारतीच्या तळमजल्यावर गाळेधारकाच्या नावे दर्शविलेली टपालपेटी सुयोग्य ठिकाणी बसविणे बंधनकारक राहिल.
- विकास आराखड्यातील रस्ता रुंदीने बाधीत क्षेत्र नियमानुसार महानगरपालिकेच्या ताब्यात देणे बंधनकारक आहे.
- इमारतीच्या सलोह काँक्रीट (आर.सी.सी.) कामाच्या सर्व बाजूंकरिता आधार व आकारासाठी लाकडांचा वापर करू नये. त्यासाठी लोखंडी आधारचा वापर करणे बंधनकारक आहे.

- १३) इंडियन सोसायटी ऑफ स्ट्रक्चरल इंजिनिअर्स, पुणे-३० या संस्थेकडील मान्यताप्राप्त स्ट्रक्चरल इंजिनिअर्सची इमारतीच्या कामासाठी नेमणूक करण्यात यावी तसेच सदरचे काम स्वीकारल्याबाबतचे स्ट्रक्चरल इंजिनिअर्स यांचे पत्र विभागाकडे सादर करणे आवश्यक आहे. सदरचे पत्र सादर केल्याशिवाय इमारतीच्या बांधकामास सुरुवात करू नये.
- १४) भूखंडाच्या संबंधित मिळकत कर भरल्याचा करसंकलन विभाग मनपा यांचे कडील दाखला/पावती सादर केल्याशिवाय बांधकाम चालू करू नये.
- १५) मंजूर रेखांकनातील खुली जागा विकास नियंत्रण नियमावलीप्रमाणे नियम क्रं. ११.३.१.५ नुसार तरतूदीचे अधिन विकसीत करणे बंधनकारक आहे. त्याशिवाय भाग अथवा संपूर्ण भोगवटा दाखला दिला जाणार नाही.
- १६) विकास आराखडावरील रस्ता बाधित क्षेत्र नियमानुसार महापालिकेच्या ताब्यात देणे बंधनकारक आहे. रस्ता रूंदीना बाधित क्षेत्र म.न.पा.चे नावे लावून ७/१२ चा उतारा/सुधारित मालमत्तापत्रक व मोजणी नकाशा सादर जागेचे FSI/DR अनुज्ञेय करणेपूर्वी या कार्यालयाकडे सादर करणे आवश्यक आहे. तसेच सदरहू रस्तारूंदीने बाधित क्षेत्राचा विकास मनपाच्या विनिर्देशाप्रमाणे विकसक यांनी स्वतः करणे आवश्यक आहे. अथवा मनपाच्या त्यावेळच्या प्रचलित दराने विकास खर्च भरणे आवश्यक आहे.
- १७) प्रस्तुत प्रकरणातील जागेचा मोजणी नकाशा वहीवाटीनुसार असून हद्दीबाबत वाद निर्माण झालेस त्यास म.न.पा. जबाबदार राहणार नाही. नगरभूमापन कार्यालयाकडील सुधारित मोजणी नकाशा/मालमत्ता पत्रक सादर केल्याशिवाय बांधकामास भोगवटा दाखल देण्यात येणार नाही.
- १८) प्रस्तुत प्रकरणातील भूखंडाचे एकत्रीकरण नगर भूमापन कार्यालयाकडून घेऊन, त्याप्रमाणे सुधारित मालमत्तापत्रक व मोजणी नकाशा भोगवटापत्रक घेण्यापूर्वी या विभागाला सादर करणे आवश्यक आहे.
- १९) ३०० चौ.मी. वरील क्षेत्राचे भूखंडावरील इमारतीसाठी (टाटवस्ती क्षेत्र वगळून) रेन वॉटर हार्वेस्टिंग व्यवस्था करणे बंधनकारक आहे.
- २०) भूखंडालगतचे पोहोच रस्ता व आसपासचे क्षेत्रातील पाण्याच निचरा होणे सार्वजनिक आरोग्याच्या दृष्टीने आवश्यक आहे. त्यासाठी विकास नियंत्रण नियमावलीतील नियम क्र.१.१ नुसार योग्य ती उपाययोजना करण्याची सर्वस्वी जबाबदारी विकसक/अर्जदार यांचेवर राहिल. याबाबत संबंधित गाळेधारक रहिवासी यांची कोणत्याही प्रकारे तक्रार/हरकत निर्माण झाल्यास त्यांचे संपूर्णतः निराकरण करण्याची जबाबदारी विकसक/अर्जदार यांचेवर राहिल. त्याची मनपास कोणत्याही प्रकारे तोषीस लागू देणार नाही. या अटीवर सदरहू बांधकाम चालू करण्याचे संमतीपत्र मंजूर करण्यात येत आहे.
- २१) इमारतीमध्ये पुरविण्यात आलेल्या पार्कींगचे क्षेत्र गाळेधारकांसाठी विनामोबदला उपलब्ध करून देणे विकसकावर बंधनकारक राहिल. याबाबत कोणतीही तक्रार आल्यास त्याचे निराकरण करण्याची जबाबदारी विकसकाची राहिल.
- २२) मा.उपविभागीय अधिकारी / तहसिलदार यांचेकडून वर्ग १ साठी जमीनीची विनिश्चीता दाखल आवश्यक राहिल तसेच वर्ग २ साठी आवश्यक तो ना हरकत दाखला महानगरपालिकेस सादर केल्याशिवाय बांधकाम परवानगी देणेत येणार नाही.
- २३) म्हाडास द्यावयाच्या सदनिका, पुर्णत्वानंतर इमारतीना भाग/संपूर्ण भोगवटा दाखला देण्यात येईल.
- २४) यु.एल.सी. बाबत विकसक यांनी सादर केलेले हमीपत्रास अधिन राहून बांधकाम परवानगी देणेत येत आहे.
- २५) सर्व बांधकाम व्यवसायिक / विकसक / जागा मालक यांनी इमारत व इतर बांधकाम कामगार (रोजगार विनियमन व सेव शर्ती) अधिनियम १९९६ व कंत्राटी कामगार (नियम आणि निर्मुलन) अधिनियम १९७० अनुषंगाने सर्व कामगारांना आरोग्य सुरक्षितता व त्यांचे कल्याण (Welfare) विषयक कायद्यातील तरतुदींची पूर्तता करून घेणे बंधनकारक आहे.
- २६) मा. जिल्हाधिकारी, पुणे यांची खनिकर्म शाखा द्वारे निर्गमित केलेल्या परिपत्रक क्र. खनिकर्म/कवि/८७७/२०१६ दि.३१/०३/२०१६ नुसार विकासकाने बांधकामसाठी लागणारे गौण खजिन हे अधिकृतारित्या जाहिर केलेल्या व परवानगी दिलेल्या दगड, खडी, मुरूम, माती, वाळू, परवानाधारक यांचेकडून खरेदी करणे बंधनकारक राहिल.
- २७) भूखंडातील बांधकामचे क्षेत्र (Construction area) FSI व Non FSI क्षेत्र मिळून २०००० चौ.मी.पेक्षा जास्त असल्यास पर्यावरण विभागाचा ना हरकत दाखला सादर केल्याशिवाय बांधकामास सुरुवात करू नये.
- २८) सदरची परवानगी ही संबंधित विकसकाने रियल इस्टेट रेग्यूलेशन अॅन्ड डेव्हलपमेंट अॅक्ट २०१६ (RERA) अंतर्गत विहित मुदतीत नोंदणी करणे बंधनकारक राहिल.
- २९) भूखंड क्षेत्र २००० चौमी पेक्षा जास्त किंवा ५० पेक्षा अधिक सदनिका असल्यास WATER RECYCLE UNIT उभारून कार्यान्वित करणे विकासकावर बंधनकारक राहिल.

द व ल - १४

WATER RECYCLE UNIT उभारून

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उप अभियंता

कार्यकारी अभियंता

सह शहर अभियंता

पिंपरी चिंचवड महानगरपालिका

पिंपरी चिंचवड महानगरपालिका

पिंपरी चिंचवड महानगरपालिका

प्रत महितीसाठी : १) सहा. मंडलअधिकारी, पिंपरी-चिंचवड महानगरपालिका, मनपा / पिंपरी वाघेरे / पिंपरीनगर / चिंचवड / भोसरी / कासारवाडी / आकुर्डी / निगडी प्राधिकरण / सांगवी / पिंपळे गुरव / पिंपळे निलख / पिंपळे सौदागर / वाकड / रावेत / रहाटणी / थेरगांव.

२) करसंकलन विभाग मुख्यकार्यालय, पिंपरी, पुणे - १८.

३) मा. मुख्याधिकारी, पुणे गृहनिर्माण व क्षेत्रविकास महामंडळ, आगरकरनगर, पुणे - ४११ ००१. (MAHADA)

## काही महत्वाच्या सूचना

### जागा वापरण्यास सुरुवात करण्यासंबंधी

- १) महाराष्ट्र महानगरपालिका अधिनियमातील २६३ अन्वये विकसकाने बांधकाम पूर्ण होताच महानगरपालिकेच्या कार्यालयामध्ये बांधकाम भोगवटा पत्रक मिळण्याबद्दल अर्ज करणे आवश्यक आहे म्हणजे मा. शहर अभियंतास अगर त्यांनी नेमलेल्या अधिकाऱ्यास जागेची तपासणी करता येईल व जागा वापरण्यास संमती देता येईल. याविरुद्ध वर्तन करणारा संबंधित विकसक, महानगरपालिकेच्या दंडात्मक धोरणानुसार दंडास पात्र होईल.
- २) प्लॉटमधून जाणाऱ्या पाण्याच्या (विशेषतः पावसाच्या पाण्याचा) नैसर्गिक प्रवाहाचा मार्ग कोणत्याही परिस्थितीत बंद वा कमी करण्याची संमती ह्या या दाखल्याने दिलेली नाही.
- ३) शेजारच्या लोकांना अथवा इतरांना कामापासून उपसर्ग किंवा कोणत्याही प्रकारचा त्रास पोहचू नये. त्याविषयी जबाबदारी विकसकावर आहे, या संमतीपत्राने दुसऱ्या कोणत्याही अधिकारास बाधा येत नाही आणि तुम्ही आपल्या अधिकाराबाहेर कोणतेही काम केल्यास त्याची जबाबदारी विकसकावर राहिल.
- ४) हा दाखला महानगरपालिकेच्या सेवकांनी अथवा संरक्षकाने (पोलिसाने) पाहण्यास मागितला असता दाखविला पाहिजे अन्यथा संमतीपत्राविना बांधकाम चालू आहे, असे समजण्यात येईल.
- ५) दाखला एक वर्षाकरिता अस्तित्वात राहिल, सदर संमतीपत्राप्रमाणे काम एक वर्षांतर करणे असल्यास नवीन अर्ज करून संमतीपत्राची मुदत वाढवून घेतली गेली पाहिजे व असे संमतीपत्र मिळाल्यानंतर बांधकाम सुरू करावे.
- ६) विशेष प्रसंगी महानगरपालिकेने लेखी आज्ञा दिली तर ती पुन्हा मान्य केली पाहिजे, त्यात या संमतीवरून बाधा येत नाही.
- ७) बांधकाम चालू करण्यापुर्वी महानगरपालिकेकडून नळास पाण्याचा मीटर बसवून घेतला पाहिजे.
- ८) उंचीप्रमाणे इमारतीस टाक्यापर्यंत पाणी चढविण्यासाठी योग्य पंपाची हौदाची सीध आवश्यक आहे. पाण्याच्या दाबाविषयी महानगरपालिका जबाबदार नाही, महानगरपालिकेच्या नळास पाण्याचे प्रेशर कमी असल्यामुळे इमारतीच्या वरील मजल्यावर पाणी चढू शकणार नसल्यास संपूर्ण इमारतीस योग्य व पुरेशा प्रमाणात पाणीपुरवठा होण्याच्या दृष्टीने पाण्याचा साठा करण्यासाठी इमारती भोवतालच्या मोकळ्या जागेत विकसकास मा. शहर अभियंता अथवा संबंधित अधिकारी सांगतील त्या मापाचा, डिझाईनचा व स्पेसिफिकेशन्सच्या हौद बांधावा लागेल व त्या हौदास म्युनिसिपल मेन वॉटर लाईनपासून पाणी आणून हौदात सोडावे लागेल, तसेच सदर हौदाच्या वरील स्लॅब टॉप, जमिनीपासून किमान ०.३० मी व कमाल ०.४० मी उंच ठेवण्यात यावा. त्याचप्रमाणे सदर हौदातील पाणी इलेक्ट्रिक तजवीज विकसकास करावी लागेल. सदरच्या टाकीच्या आकार मा. शहर अभियंता अथवा संबंधित अधिकारी ठरवतील याप्रमाणे असला पाहिजे. विजेचा पुरवठा विकसक तयार असताना ही वीज कंपनीकडून मिळत नसल्यास डिझेल ऑईलच्या अगर पेट्रोलच्या सहाय्याने चालणारे इंजिन बसवून पाणी वरच्या मजल्यावर पंप करण्याची व्यवस्था विकसकानेच करावी लागेल. या शर्तीप्रमाणे पंप बसवून पाणी पुरवठ्याची तजवीज विकसकाने केल्याशिवाय बांधकामास भोगवटा दाखला दिला जाणार नाही.
- ९) महानगरपालिकेच्या लेखी संमतीपत्राशिवाय नवीन विहीर, तलाव किंवा डबके हौद अगर कांरजे खोदण्याचा अगर बांधण्याचे काम करू नये. गलीट्रॅप्स, उघडी गटारे यांना मच्छर प्रतिबंधक व्यवस्था केली पाहिजे. हौदात केरकचरा न जाईल अशी झाकणे व्यवस्थितपणे बसवावीत. त्यात सुलभपणे काढता येईल असे मजबूत कुलूप व किल्ली तसेच ओव्हरफ्लो (वर्कींग) पाईपला चांगल्यापैकी वायरोजचे संरक्षण असावे. हद्दीवरील भिंतीवर फुटक्या बाटल्यांचे तुकडे बसवू नयेत. फ्लशिंग संडसाचे अगर इतर संडसाचे जोते नजिकच्या रस्त्याच्या मध्यबिंदूपासून अगर मालकाच्या इमारती भोवतालच्या जागेपासून ०.५ मी उंचीचे असावे.
- १०) संबंधित भूखंडाबाबतचा रस्ता, वीज, ड्रेनेज इ. विकासकाने महानगरपालिकेच्या स्पेसिफिकेशनप्रमाणेच करणे बंधनकारक आहे.
- ११) नियोजित बांधकाम रेल्वेच्या हद्दीपासून ३० मीटरच्या आत येत असल्यास रेल्वे खात्याकडील ना हरकत दाखला सादर करावा.
- १२) इमारतीचे बांधकाम परवानगी मान्यतेनंतर दोन महिन्यामध्ये प्रशमन, विकास व इतर शुल्क मनपा कोषागारात बंधनकारक राहिल. तथापि दोन महिन्यांनंतर एकूण शुल्कावर द. सा. द. शे. १८% दराने मंजूरीच्या दिनांकापासून व्याज आकारण्यात येईल व १२ महिन्यापर्यंत सदर शुल्क व्याजासह न भरल्यास सदर परवानगी रद्द समजण्यात येईल. तसेच सदर कालावधीत मनपा नियमात वा धोरणात बदल झाल्यास मनपाचे सुचविल्यास विकसकावर नव्याने परवानगी / मान्यता घेणे बंधनकारक राहिल.
- १३) इमारतीच्या उदवाहकाबाबत सक्षम अधिकारी यांचे कडील चालविण्यासाठी अनुज्ञापती, संपूर्ण भोगवटापत्रक घेणेपुर्वी सादर करणे आवश्यक राहिल. त्याखेरीज लिपटचा वापर करू नये.

- १४) मॉल्स, थिएटर, मल्टीप्लेक्स, हॉटेल, करमणूक केंद्र अशा इमारतींना सुरक्षिततेच्या दृष्टीने एक्स-रे-स्कॅनर, डोअर फ्रेम मेटल डिटेक्टर, हॅण्ड हेल्ड मेटल डिटेक्टर, सी.सी.टी.व्ही. कॅमेरा व प्रशिक्षित स्टाफ, सिन्कर डॉग व पुरेशी निक्सकाव्दारे ठेवणे विकसक यांचेवर बंधनकारक राहिल.
- १५) १ हेक्टर व त्यापेक्षा जास्त क्षेत्र असणाऱ्या निवास प्रकल्पाचे व मल्टीप्लेक्स, मॉल्स, इमारतीमध्ये दर्शनी ठिकाणी मनपाच्या KIOSK/ATM केंद्रासाठी २.४० मी X २.४० मी मोजमापाची खोली बांधून मनपाने ताब्यात विनामुल्य देणे विकसक यांचेवर बंधनकारक राहिल.
- १६) विकास नियंत्रण नियमावलीतील सुधारीत नियम क्रं. २३.३ नुसार नियमात नमूद केलेल्या क्षमतेची सौर उर्जेवर चालणारी व उष्णजल (Solar Water Heating System) बसविणे बंधनकारक आहे. त्याशिवाय भेगवटा दाखला दिला जाणार नाही.
- १७) डॅय्यु, चिकनगुन्या, मलेरिया इ. डासांचे वाढीवर नियंत्रण ठेवणेसाठी बांधकामाचे साईटवर साठवलेले पाण्याचे टाक्यांवर झाकण असणे बंधनकारक आहे. तसेच साठविलेले पाण्याचे टाकींचे परिसरात साचलेल्या पाण्याचा निचरा नियमितपणे करणे विकसकावर बंधनकारक राहिल. तसेच सदर ठिकाणी नियमितपणे मलेरिया ऑईल, एंबेट फवारणी इ. डास प्रतिबंधक फवारणी नियमितपणे करणेची जबाबदारी विकसकावर राहिल.
- १८) बांधकास / व्यवसायिक/ विकसक / जागा मालक यांनी बांधकामावर काम करणाऱ्या कामगार (Insurance) वर्गाचा विमा काढणे बंधनकारक असून त्या बाबतची कागदपत्रे सादर केल्याशिवाय जोते तपासणी दाखला देणेत येणार नाही.
- १९) साईटवरील सर्व बांधकाम मजुरांसाठी स्वच्छ पिण्याचे पाणी व स्वच्छतागृहांची सोय करणे विकसक यांचेवर बंधनकारक राहिल.

अ) विकसकाचा मालकाचा पत्ता

ब) बांधकामाच्या साईटचा पत्ता

मोबाईल क्रं. ९०७९६०४००८

सं. नं. ७६ पेकी

ई-मेल

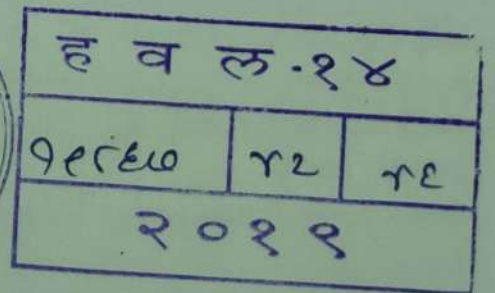
मौजे वडमुखवडी

पत्ता : जलवायू विहार, सेक्टर नं. ६.

पुणे.

मोश्टी प्राधिकरण, पुणे.

क) RERA रजिस्ट्रेशन क्रमांक



आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

PATEL DINESHBHAI D  
D L PATEL  
19/01/1971  
Permanent Account Number  
AOBPP0630E

*[Handwritten Signature]*



दिनेश दाहाभाई पटेल  
Dinesh Dahyabhai Patel  
जन्म तारीख / DOB: 19/01/1971  
पुरुष / MALE



7945 1983 2143

माझे आधार, माझी ओळख

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

JAY GANESH DEVELOPERS

03/10/2011  
Permanent Account Number

AAIFJ2255Q



ह व ल - १४

१९९९ ४३ ४६

२०१९

*[Handwritten Signature]*

भारत सरकार  
GOVERNMENT OF INDIA

अर्पित राजेंद्र पाटील  
Arpit Rajendra Patil  
DOB: 27-09-1992  
Gender: Male



4127 1924 7684

आधार - आम आदमी का अधिकार

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

ARPIT RAJENDRA PATIL

RAJENDRA SAMADHANA PATIL

27/09/1992  
Permanent Account Number  
CPQPP6248L

*[Handwritten Signature]*  
Signature



Sau. S. R. Patil

भारत सरकार  
GOVERNMENT OF INDIA

साधना राजेंद्र पाटील  
Sadhana Rajendra Patil

जन्म वर्ष / Year of Birth : 1970  
स्त्री / Female

7684 6991 8032



आधार - सामान्य माणसाचा अधिकार

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SADHANA RAJENDRA PATIL

BABURAO PATIL

04/10/1970  
Permanent Account Number  
DIQPP5216J

*[Handwritten Signature]*  
Signature



332/19867

शनिवार, 02 नोव्हेंबर 2019 11:25 म.पू.

दस्त गोषवारा भाग-1

हवल 14

दस्त क्रमांक: 19867/2019

दस्त क्रमांक: हवल 14 /19867/2019

बाजार मूल्य: रु. 16,98,439/-

मोबदला: रु. 21,32,000/-

भरलेले मुद्रांक शुल्क: रु. 1,49,300/-

नोंदणी फी माफी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

दु. ति. सह. दु. ति. हवल 14 यांचे कार्यालयात

पावती: 21468

पावती दिनांक: 02/11/2019

अ. क्र. 19867 वर दि. 02-11-2019

सादरकरणाराचे नाव: श्री अर्पित राजेंद्र पाटील - -

रोजी 11:14 म.पू. वा. हजर केला.

नोंदणी फी

रु. 21350.00

दस्त हाताळणी फी

रु. 900.00

पृष्ठांची संख्या: 45

दस्त हजर करणाऱ्याची सही:

एकुण: 22250.00

सह दुय्यम निबंधक, हवेली-14

सह दुय्यम निबंधक, हवेली-14

दस्ताचा प्रकार: करारनामा

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

शिक्षा क्र. 1 02 / 11 / 2019 11 : 14 : 40 AM ची वेळ: (सादरीकरण)

शिक्षा क्र. 2 02 / 11 / 2019 11 : 16 : 01 AM ची वेळ: (फी)

## प्रतिज्ञापत्र

म्हणजे दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या नस्तुदीनुसारच नोंदणीस दाखल केलेला आहे. दस्तातील संपूर्ण प्रजकुर निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची आणि दस्तातील सत्यता, वैधता कायदेशीर बाबीसाठी खालील दस्त निष्पादक व कचुराधीधारक हे संपूर्णपणे जबाबदार राहतील

लिहून देणार:

?)

?)

लिहून देणार:

?)

?)

San. S. R. Patil





02/11/2019 11 30:30 AM

दस्त गोषवारा भाग-2

हवल 14

४५४६

दस्त क्रमांक:19867/2019

दस्त क्रमांक :हवल14/19867/2019

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मे. जय गणेश डेव्हलपर्स तर्फे भागीदार श्री. दिनेशभाई डाह्याभाई पटेल - - पत्ता:-, -, -, फ्लॉट नं. 10, आर्यन रेसिडेन्सी, प्लॉट नं. 100, सेक्टर नं. सीडीसी, पुर्णानगर, चिंचवड, पुणे, चिंचवड ईस्ट, MAHARASHTRA, PUNE, Non-Government. पॅन नंबर:AAIFJ2255Q	लिहून देणार वय :-48 स्वाक्षरी:- 		
2	नाव:श्री अर्पित राजेंद्र पाटील - - पत्ता:प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं: ब्राम्हण सभा मंगल कार्यालय शेजारी, रायगड कॉलनी, खामगाव बुलढाणा, महाराष्ट्र, बुलढाणा. पॅन नंबर:CPQPP6248L	लिहून घेणार वय :-27 स्वाक्षरी:- 		
3	नाव:सौ साधना राजेंद्र पाटील - - पत्ता:प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं: ब्राम्हण सभा मंगल कार्यालय शेजारी, रायगड कॉलनी, खामगाव बुलढाणा, महाराष्ट्र, बुलढाणा. पॅन नंबर:DIQPP5216J	लिहून घेणार वय :-42 स्वाक्षरी:- 		

बरील दस्तऐवज करून देणार तथाकथित करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिकका क्र.3 ची वेळ:02 / 11 / 2019 11 : 19 : 23 AM

ओळख:-  
दस्तऐवज निष्पादनाचा कबुलीजबाब देणाऱ्या सर्व पक्षकारांची ओळख संमती-आधारित - आधार प्रणालीद्वारे पडताळण्यात आली आहे. त्याबाबत प्राप्त माहिती पुढीलप्रमाणे आहे.

Sr. No.	Type of Party & Name	Date & Time of Verification with UIDAI	Information received from UIDAI (Name, Gender, UID, Photo)
1	लिहून देणार मे. जय गणेश डेव्हलपर्स तर्फे भागीदार श्री. दिनेशभाई डाह्याभाई पटेल - -	02/11/2019 11:21:05 AM	दिनेश डाह्याभाई पटेल M XXXX XXXX 2143 
2	लिहून घेणार श्री अर्पित राजेंद्र पाटील - -	02/11/2019 11:20:37 AM	अर्पित राजेंद्र पाटील M XXXX XXXX 7684 
3	लिहून घेणार सौ साधना राजेंद्र पाटील - -	02/11/2019 11:20:10 AM	साधना राजेंद्र पाटील F XXXX XXXX 8032 

शिकका क्र.4 ची वेळ:02 / 11 / 2019 11 : 21 : 07 AM

शिकका क्र.5 ची वेळ:02 / 11 / 2019 11 : 21 : 38 AM नोंदणी पुस्तक 1 मध्ये

सह दुय्यम नियंत्रक, हवेली-14



EPayment Details.

sr.	Epayment Number	Defacement Number
1	0111201908322	0111201908322D
2	MH007889977201920E	0004066633201920

19867 /2019

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प्रमाणित करण्यात येते की, या दस्तात  
एकुण ..... ०६ ..... पाणे आहेत

पहिले नंबरचे पुस्तकाचे  
..... १६६६६ ..... नंबरी नोंदविला

सह-दुय्यम निबंधक (वर्ग-२) हवेली क्र. १४, पुणे  
*Ahsale*

सह-दुय्यम निबंधक (वर्ग-२) हवेली क्र. १४, पुणे  
दिनांक:- २ ११ / २०१९  
*Ahsale*



ह व ल - १४		
१६६६६	०६	०६
२०१९		