

SHREE GAJANANA PRASANNA

Agreement for Sale of Future Immovable Property (Residential Flat/
Commercial Gala)

This Agreement for Sale is made and executed at Shahapur, Dist. Thane on
this 14 day of Feb in the Year 2024

BETWEEN

M/s. JASHNANI CONSTRUCTIONS PVT. LTD., Pan No. AABCJ 4351 P, a
Private Limited Company Duly incorporated under the Indian Companies Act,
1956 having its Registered office At 454, Central Facility Building, AMPC Market,
Phase II, Sector 19, VASHI, NEW MUMBAI 400075 through it Director MR AMIT
L. JASHNANI, Age- 45 Years, Occupation- Business, hereinafter called and
Referred to as the "PROMOTERS/ BUILDER/ DEVELOPERS" (which expression
Shall unless it be repugnant to the context or meaning thereof means and
Include its executors, successors, survivors, directors, administrators and
assigns) the PARTY OF THE FIRST PART.

AND

NAME: RAVIKANT GANPAT SARODE Pan No: ALMPS4420K, Age-53
Occupation: SERVICE, AND NAME: VINITA RAVIKANT SARODE, Pan No:
BBQPS9771J, AGE: 48, Occupation: HOUSEWIFE, Residing At: 1461
SHUBHANKAR, OSWAL WADI ROAD, NEAR OSHO PARSHWANATH,
KAMATGHAR, BHIWANDI, THANE, MAHARASHTRA, 421305.

Hereinafter shall be referred to as the "PURCHASERS/ ALLOTTEES"
(Which expression shall, unless repugnant to the context or meaning thereof
mean and include his/her / their legal heirs, executors and approved assigns /
nominees only)

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

1) TITLE HISTORY-

1.1) (WHEREAS all that piece and parcel of Non- Agricultural land
bearing Survey No. 109 Hissa No. 1/36 total admeasuring about
24,010 Sq. Mtrs. Lying and situated at Village Shahapur, Taluka
Shahapur, Sub Registration District Shahapur District Thane,
hereinafter referred to as "the said Property". Copy of the 7/12
Extract of the said property annexed herewith as "Annexure A".

1.2) AND WHEREAS, before Non agricultural permission, the land
bearing Survey No. 36, admeasuring about 00 Hectare 92.10 R and land
bearing Survey No. 109, admeasuring about 01 Hectare 48 R (hereinafter
referred to as "the said lands") had originally owned and possessed by
Mr. Netaji Ganagaram Mane and others. The present land owner Mrs.
Swarupa Kishor Phaltankar has purchased the said lands from Mr. Netaji
Ganagaram Mane and others by way of registered Sale Deed, dated
13/04/2010 which is registered in the office of Assurance of Sub
Registrar, Shahapur Dist. Thane at Serial No. SHP 1612/2010.

As per
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1.3) Accordingly, the name of Mrs. Swarupa Kishor Phaltankar was recorded in the record of rights of the said property by Mutation Entry No. 2886 hereinafter referred to as the "Land owner / Consenting party"

1.4) N.A. permission

AND WHEREAS Mrs. Swarupa Kishor Phaltankar have obtained permission to convert the land use to Non-Agriculture from Hon'ble Collector Saheb, Thane vide Non Agriculture order dated 03/05/2013, bearing No. Mahasul/K-1/ T-11/NAP/SR/123/2012, annexed herewith as "Annexure B".

1.5) Commencement Certificate

AND WHEREAS Mrs. Swarupa Kishor Phaltankar have obtained permission to construct residential and commercial buildings from A.D.T.P. Thane hereinafter referred to as the "local authority" vide approved Lay out dated 21/06/2012 bearing No. Bishe/Rekhankan/BP/Village Shahapur/Tal. Shahapur/ SS Thane/ 1465. Copy of approved Layout annexed herewith as "Annexure C". The Non Agricultural Permission is also clubbed with Construction permission.

1.6) Title Search Report

AND WHEREAS upon learning that Mrs. Swarupa Kishor Phaltankar has interested to assign Development rights of the land along with all Government permissions as mentioned above, the Promoter engaged the services of licensed Advocate Mr. Jagdish P. Warghade, and has obtained a certificate dated 29/06/2017 stating that the land is free from all encumbrances and has clear and marketable title. The Promoter has updated the title search by obtaining supplementary title reports and all the reports are annexed herewith as "Annexure D".

2) TITLE OF THE PROMOTER

2.1) AND WHEREAS after due discussions and negotiations and based on the title search report issued by the Advocate, the Promoter and Mrs. Swarupa Kishor Phaltankar entered into and executed the Development Agreement and Power of Attorney dated 28/04/2017 which is duly registered with the Sub-Registrar, Shahapur, District Thane at Serial No. 3874/2017 and 3875/2017 respectively in respect of "Said property". The Index II of the Development Agreement dated 28/04/2017 is annexed herewith as "Annexure E". Copy of Power of Attorney executed by Mrs. Swarupa Kishor Phaltankar in favour of Promoter/Builders hereinabove is annexed herewith as "Annexure F".

2.2) AND WHEREAS by virtue of above mentioned Development Agreement & Power of Attorney dated 28/04/2017 the Promoter has acquired exclusive and uninterrupted possession of the said land along with necessary legal rights to develop the said land.

2.4) AND WHEREAS, the Promoter has paid the entire monetary consideration and the same has been acknowledged by the Land owner.

2.5) AND WHEREAS by virtue of all Deeds, Documents and Government permissions mentioned hereinabove, the Promoter is entitled to construct

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buildings on the said land and alone has the right to sell, transfer, license, lease, rent the units, apartments, shops, offices constructed thereon and to enter into the agreement with the Allottee's and to receive the sale price in respect thereof.

3) **Urban Land Ceiling**

AND WHEREAS the said land does not come within the territory of Urban Land Agglomeration and therefore provisions of **Urban Land (Ceiling & Regulation) Act, 1976** are not applicable.

4) **Real Estate Project**

4.1) **Name: "CHINTAMANI HABITAT JASMINE "** (Hereinafter referred to as the "Project")

4.2) **Maha Rera Registration No. P51700034891** Date 31/12/2025

4.3) **Address of project-**

S. No. 109/1, 36 Village Shahapur, Taluka Shahapur, District Thane.

4.4) **Architect-**

AND WHEREAS the Promoter has appointed Architect Mr. Rajesh Khambayat of Raj & Associates having its office at Ground Floor, Mahalaxmi Apartment, Behind Vaishali Talkies, Kulgaon, Badlapur, (W) Dist. Thane as Architect of the Project who is duly registered with the Council of Architects

4.5) **Structural Engineer-**

AND WHEREAS the Promoter has also appointed the Structural Engineer Mr. Atul Kurtakar having their office at **BADLAPUR** for structural designs and drawings of the building/s and the Promoters shall accept professional supervision of the Architects and the Structural Engineers till the completion of the building.

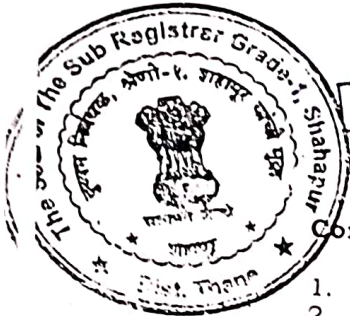
4.6) **Current Sanction of Project-**

AND WHEREAS based on the commencement certificate mentioned in above clause 1.5, following buildings are currently sanctioned: **Residential Buildings: 17 nos.**

- Floor Building No. A - Ground + First Floor + Second Floor + Raised 2nd
- Floor Building No. B - Ground + First Floor + Second Floor + Raised 2nd
- Floor Building No. C - Ground + First Floor + Second Floor + Raised 2nd
- Floor Building No. D - Ground + First Floor + Second Floor + Raised 2nd
- Floor Building No. E - Ground + First Floor + Second Floor + Raised 2nd
- Floor Building No. F - Ground + First Floor + Second Floor + Raised 2nd
- Floor Building No. G - Ground + First Floor + Second Floor + Raised 2nd
- Floor Building No. H - Ground + First Floor + Second Floor + Raised 2nd
- Floor Building No. I - Ground + First Floor + Second Floor

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Building No. 11 - Ground + First Floor + Second Floor
 Building No. 12 - Ground + First Floor + Second Floor
 Building No. J - Ground + First Floor + Second Floor + Raised 2nd Floor
 Floor Building No. K - Ground + First Floor + Second Floor
 Building No. L - Ground + First Floor + Second Floor + Raised 2nd Floor
 Floor Building No. M - Ground + First Floor + Second Floor + Raised 2nd Floor
 Floor Building No. M1 - Ground + First Floor + Second Floor



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Building No. M1 - Ground + First Floor + Second Floor
 Hereinafter referred as "residential buildings".

Commercial Building: 2 nos. having configuration as under:

1. Building No. M1 - Ground + First Floor + Second Floor
2. Building No. M - Ground + First Floor + Second Floor + Raised 2nd Floor

Hereinafter referred to as "commercial building".

The current sanctioned layout is annexed herewith as "Annexure G".

Signature
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 (Signature of the Allottee)

(I have verified the sanctioned plans and read the commencement letter)

4.7) Future Potential of Project

AND WHEREAS there is possibility of getting additional F.S.I in future in the form of either paid F.S.I, premium F.S.I, amenity/road handover F.S.I, T.D.R. and/or due to amalgamation of adjoining land. Whenever this additional F.S.I/ T.D.R is sanctioned by the local authority to be used in the project, the Promoters will apply for revision of plans and the proposed full potential layout may contain buildings having further configuration:

Signature
Babole

 (Signature of the Allottee)

(I hereby give specific consent to the Promoter to carry out revision in sanctioned plan as per this future potential layout)

4.8) F.S.I & Non F.S.I Areas-

The Promoters hereby declare that as per commencement certificate as mentioned in above clause 1.6, the sanctioned residential + Commercial F.S.I & Non F.S.I area is approximately 15,310.24 sq.mts.

As per existing D.C. rules, the total F.S.I & Non F.S.I area proposed in the project is more than the present sanction (excluding the building to be constructed on amenity space). However, this area may increase if there is any additional F.S.I./ T.D.R applicable at a later date.

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(Signature of the Allottee)

(I hereby give specific consent to the Promoter to either change the unit plans of Amenity building or to handover the space to local authority in lieu of F.S.I)

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(Signature of the Allottee)

(I hereby give specific consent to the Promoter to either change the unit plans of Amenity building or to handover the space to local authority in lieu of F.S.I)

4.10) Commencement of Project

AND WHEREAS upon obtaining all the above permissions the Promoter has started the construction of the Project.

5) COMPLIANCE OF REAL ESTATE (REGULATION & DEVELOPMENT) ACT, 2016

5.1) AND WHEREAS The Real Estate (Regulation & Development) Act, 2016 has come into force since 01/05/2017. Since "CHINTAMANI HABITAT JASMINE TYPE A-B-D" is an ongoing project, the Promoter Has register the same with the Authority and in accordance with rules published on 20/04/2017 by the Housing Department, Government of Maharashtra.

5.2) Phasing of the Project

AND WHEREAS The Promoter intends to develop the Project in Phases as under:
Phase I as per current sanctioned plan and upon handing over of area under road widening as mentioned in clause 4.8.

Amenities / Utilities / Services:

- Club House
- Open space development
- Underground water tank
- Transformer
- Entrance gate & security

Phase II as per future potentials mentioned in clause 4.9:

5.3) Registration of Phases-

AND WHEREAS the Promoter shall initially register only Phase I and shall register remaining phases upon obtaining sanction for the same from local authority

5.4) Timelines for Phase 1-

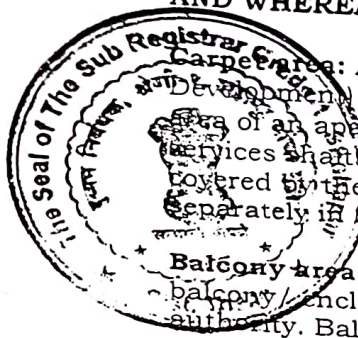
AND WHEREAS the Promoter has commenced the construction of the project and the expected date for completion of Phase 2 is 31-12-2025.

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5.5) Definition of Carpet area, Balcony area, Terrace area and common areas

AND WHEREAS for the purpose of this agreement following areas are defined:



Carpet Area: As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Carpet area of the apartment is defined as the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment. Carpet area is shown separately in Schedule B.

Balcony Area: For the purpose of this agreement the balcony area is defined as balcony/ enclosed balcony area as shown in the sanctioned building plans by the local authority. Balcony area is shown separately in Schedule B.

Open Terrace Area: For the purpose of this agreement open terrace area is defined as open terrace/ terrace area as shown in the sanctioned building plans by the local authority. Open Terrace area is shown separately in Schedule B.

Common Areas: As per subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lifts, passages, lobbies, entrances, basements, podiums, top terraces, open spaces, open parking areas, area under services, water tanks, sumps, pump rooms, amenities etc. This common area will be calculated for the entire project and will be divided equally over the number of apartments in the project to arrive at proportionate common area of each apartment.

5.6) Inspection of all documents by Allottee-

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all documents of title relating to the project land and plans, designs & specification prepared by the project Architect and all other such documents as specified under the The Real Estate (Regulation & Development) Act and Rules & Regulations made there under.

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Signature of the Allottee

(All documents pertaining to the Project have been inspected by me)

5.7) Disclosure regarding litigation-

AND WHEREAS the Promoter hereby declares that there is no civil/ criminal case on the said land.

5.8) Disclosure regarding reservation in said land

AND WHEREAS the Promoter hereby declares that based on the commencement certificate obtained from local authority as mentioned in above clause 1.6, there is an area under Existing Road admeasuring 1305 Sq. Mtrs. And area under 15 m wide road widening admeasuring 985 sq.mts. There is an area under Manmad Pipe Line admeasuring 1300 SQ. Mtrs. These areas will be handed over to the local authority in lieu of equivalent F.S. I. to be used in the project. Apart from this, the Promoter declares that there is no reservation or acquisition on any part of the said land.

5.9) Disclosure regarding mortgages / charge by Financial Institution

AND WHEREAS, at present, the said property is absolutely Clear and Free from all encumbrances. But the Promoter will have right to raise funds by way of hypothecate, mortgage the said property and construction thereon, if any, and will have right to mortgage the said property and structures thereon with any financial Institution. The Promoter shall however ensure to obtain No objection Certificate (N.O.C) from such financial Institution in their standard format with respect to the Said Apartment. Moreover, the Promoter hereby informs that the Promoter may raise further loans in future from various lenders and shall obtain NOC from any such future lender as and

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when necessary. Allottee will have no objection to raised fund as mentioned hereinabove.

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Signature of the Allottee

5.10) Disclosure regarding separate legal entity for residential, commercial & amenity buildings-

The Promoter hereby declares that separate legal entity will be formed for residential buildings, commercial building and amenity buildings and the Federation of residential co-operative societies will not have any right over the ownership of commercial and amenity building which to be constructed in the Project.

6) Interest shown by the Allottee-

AND WHEREAS Allottee was in search of residential premises in vicinity of Village Shahapur and that is when he came to know about the said project of the Promoter. The Promoter has disclosed entire information along with all sanctioned documents to the complete satisfaction of the Allottee and thereafter the Allottee has conveyed his readiness and willingness to purchase the Flat No.101, 1st Floor in residential/ Type **A Wing C** " in the Phase II of the project known as " **Chintamani Habitat JASMINE** " which is more particularly described in the **Schedule B** and location of the which is shown on authenticated copy sanctioned floor plan annexed herewith as "**Annexure F**".



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7) Willingness to enter into Agreement

AND WHEREAS, the Parties relying on the confirmation's representation and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in these agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

8) Registration of Agreement

AND WHEREAS as per **Section 13 of the Real Estate Regulation Act**, the Promoter is required to execute a written agreement with the Allottee for the sale in respect of the said apartment and therefore, Promoter and the Allottee are executing present Agreement as a compliance thereof and they shall also register the said Agreement under Registration Act, 1908, with the concerned Sub Registrar Office, within a tim limit prescribed under the Registration Act.

9) Entire Agreement

AND WHEREAS this Agreement along with its schedules and annexure constitutes entire agreement between the parties with respect to the subject matter and supersedes any and all understandings, any other agreement, allotment letter, correspondences whether written or oral between the parties in regard to the said apartment.

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

10) Obligation of the Promoter:

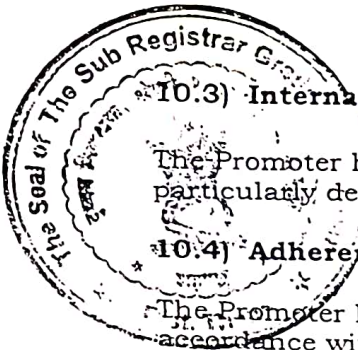
10.1) Said Apartment/Flat

As per the interest shown by the Allottee in above mentioned clause 6, the Promoter has agreed to sell the apartment more particularly described in **Schedule B** subject to the consideration amount and payment schedule as detailed herein under.

10.2) Development Works-

The Promoter hereby assures to provide Internal and External Development in the Project more particularly described in **Schedule C**

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10.3) Internal Specification-

The Promoter hereby assures to provide Internal Specifications to the apartment more particularly described in Schedule D

10.4) Adherence to Sanctioned Plan & other permissions-

The Promoter hereby assures that the Project will be developed and completed in accordance with the sanctioned plans as approved and revised by the local authority from time to time and shall follow the conditions mentioned in various permissions as mentioned above.

10.5) Variation in carpet area-

The Promoter hereby assures that after construction of the apartment, there shall not be variation of more than 3 % in the carpet area as mentioned in Schedule B. However, if there is any reduction in carpet area beyond the above mentioned variation limit, then the Promoter shall compensate the Allottee by issuing a refund of any such excess amount paid. If there is any increase in carpet area beyond the above mentioned variation then the Allottee shall pay the excess amount. This monetary adjustment shall be made at a rate equal to the consideration amount divided by the total area of apartment as mentioned in Schedule B.

10.6) Possession date of the apartment-

The Promoter hereby assures that they shall complete the construction and give possession of the said Apartment to the Allottee on or before **31/12/2025**. If there is any delay in possession due to reasons other than those mentioned in clause hereunder then the Promoter hereby agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rules on all amounts (excluding Government taxes and duties) paid by the Allottee for every month of delay till handing over of possession.

10.7) Completion / Occupancy Certificate-

The Promoter hereby assures to obtain all N.O.C's from various concerned Government authorities and shall submit the file to Local Authority for occupancy certificate. However, if, the local authority delays issuing the certificate beyond 21 days after submission of all required documents/N.O.C's for occupation, then same shall not be construed as delay on the part of the Promoter in obtaining Occupancy Certificate.

10.8) Defect Liability Period-

The Promoter hereby assures to rectify any structural defect or any other defect in workmanship, quality or supervision without any further charge if any such defect is brought to the notice by the Allottee within a period of 5 years from the date of handing over of possession. However, the defect liability of the Promoter will cease to exist in case of normal wear and tear due to weathering, negligence on part of the Allottee (if the apartment is kept closed i.e. without any ventilation for a period of more than 90 days), force majeure, damage to electrical equipment due to voltage fluctuations or due to any reason beyond the control of the Promoter.

10.9) Formation of legal entity-

The Promoter hereby assures that it will form separate Co-operative Society for each residential/Commercial building within three months from the date on which fifty one percent of the total number of allottees in such a residential building have booked their apartment. However, any delay towards affixing signature of Allottee's on such society formation documents and procedural delays on account of Co-operative department will not be to the account of the Promoter. Further, apex body of such Co-operative Societies will also be formed after obtaining final occupation certificate of last Residential/Commercial building.

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10.10) Conveyance to legal entity-

The Promoter hereby assures to convey the respective building structure (excluding basement and podiums) to the respective society within a period of 2 years after occupancy certificate or after obtaining full and final occupation certificate from all allottees in that respective building whichever is later. The Promoter further assures that the entire undivided land underneath all residential buildings jointly along with amenities, utilities and services will be conveyed to the Apex body within a period of 2 years upon obtaining full and final occupation certificate as per future potential layout as mentioned as Annexure G from the local authority. The conveyance boundaries for the apex body of residential buildings are as per layout.

11) Obligation of the Allottee:

11.1) Specific consent (along with this agreement)-

In accordance with sub rule (4) of rule 4 of Real Estate Regulation Rules, 2017, the Allottee hereby gives specific consent to the local authorities and also to the Promoter and has No Objection against the Promoter for the following:

- To construct the project as per the future potential layout.
- Change of Building plans.
- Amalgamation of adjoining land and preparation of new building plan and layout (if needed) as long as location of existing open space is not changed.
- Change of unit plans of commercial building.
- Change of unit plans of Reserve Area.
- Change in building / layout plans due to instructions received by local authority.
- Minor additions or alteration.

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(Signature of Allottee)

(This consent shall be construed as informed consent)

11.2) Specific consent (when required later)-

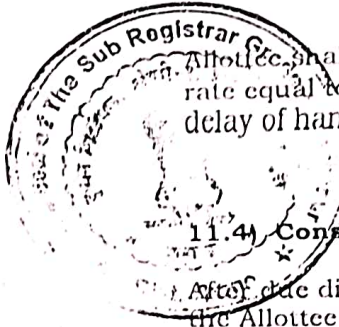
The Allottee hereby assures that in the event there is any consent that is required to be obtained under **Real Estate Regulation Act, 2016** then in such event he accepts the procedure as mentioned and detailed hereunder.

The Promoter shall send the proposed changes in the plan/ specifications to the respective Allottee on their registered email address as mentioned in this agreement. Thereafter, the Allottee shall give its reply in writing to the said proposed changes **within 7 days from the date** of the successful delivery of the said e-mail to the Allottee and in case non reply/failure of Allottees to reply/respond to the said e-mail within 7 days as aforesaid then it shall be treated that the Allottee have given informed specific consent for the said change and thereafter Allottee shall not raise any dispute about the same in future. Notwithstanding anything contained hereinabove, Allottee agrees and accepts that unless and until proposed revision of sanctioned plans are not against the express provisions of the act they shall not withhold the consent.

11.3) Possession of the apartment -

The Allottee hereby assures that they shall take possession of the apartment within 15 days upon receiving written notice regarding readiness of the apartment for occupation. If the Allottee fails to take the possession of the apartment within such period then the

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Allottee shall be liable to pay interest charges for any such balance delayed amount at a rate equal to the rate as mentioned in the rules and the same shall not construe as delay of handing over of possession by the Promoter.

11.4) Consideration Amount-

After due discussions, diligence and negotiations between the Promoter and the Allottee, the Allottee hereby agrees to purchase from the Promoter and the Promoter agrees to sell to the Allottee the Said Apartment for a lump sum consideration **Rs.16,00,000/- (RUPEES SIXTEEN LAKHS ONLY/-)** to be paid by the Allottee to the Promoter towards the said Apartment hereinafter referred to as the "**Consideration amount**". The Promoter specifically declares and the Allottee hereby understood and agrees that the consideration amount of said Apartment is inclusive of cost of Said Apartment and covered parking (if allotted), proportionate price of common areas & facilities which is detailed in Schedule C. 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. The Allottee has paid the sum of

Rs.1,60,000/- (RUPEES ONE LAKH SIXTY THOUSAND ONLY) towards earnest money in following way-

11.5) Payment Schedule-

The Allottee hereby agrees and accepts to pay the consideration amount to the Promoter as per the payment schedule more particularly described in **Schedule E**.

11.6) Early payment-

If the Promoter completes the construction before time, then the Allottee hereby agrees and accepts to pay the consideration amount payable for early completed stage as per payment linked to said stage immediately on demand.

No early payment discount will be offered in such case where construction has been completed before the agreed timeline.

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(Signature of the Allottee)

(I hereby specifically agree to make early payment in case of early completion)

11.7) Taxes & Duties-

The Allottee hereby agrees and accepts that the Consideration Amount excludes expenses for stamp duty, registration fees, service tax, G.S.T. or any other taxes applicable and in force today or those that may become enforceable and payable at any time in future is levied on the said agreement then all outgoings pertaining to this shall be paid by Allottee separately.

11.8) Provisional Maintenance Amount-

The Allottee hereby assures to pay provisional maintenance amount of **Rs. 30,000/-** in addition to the consideration amount, Taxes & Duties mentioned above towards maintenance of the project in separate accounts as under:

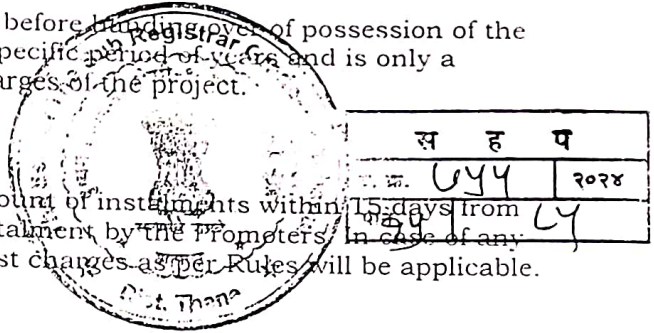
1. Towards formation of Society: Rs. 3,000/-
2. Towards Legal Charges : Rs. 12,000/-

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This maintenance amount shall be deposited before handing over of possession of the said Apartment. This amount is not for any specific period of years and is only a provisional amount towards maintenance charges of the project.

11.9) Payment period-

The Allottee hereby assures to pay all the amount of instalments within 15 days from the date of receipt of the demand letter of instalment by the Promoters. In case of any delay beyond a period of 15 days, then interest charges as per Rules will be applicable.



11.10) Payment of water charges, electricity, taxes etc-

The Allottee hereby assures to pay necessary water charges, electricity user meter charges and gram panchayat / local authority municipal tax as applicable.

11.11) Repairs of the Apartment-

The maintenance of Apartment is the primary responsibility of the Allottee and he shall always take necessary precautions and preventive measures to ensure that the Apartment is maintained in a good condition. He shall not cause any such activity that will be harmful to adjoining neighbors and for the building structure.

11.12) Alteration in the Apartment-

No addition or alteration will be carried out in the Apartment or building in which the Apartment is situated without the consent of the local authorities.

11.13) Hazardous and dangerous goods storage-

The Allottee shall not store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated. In case any such damage is caused to the Apartment or to the building in which the Apartment is situated on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for any such consequences.

11.14) Maintenance of the internal Apartment-

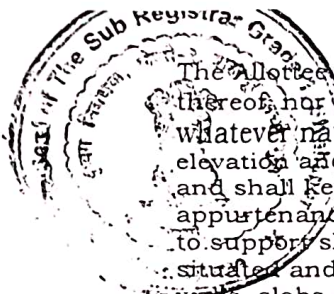
The Allottee shall carry out at their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

11.15) Preserving the aesthetics and elevation-

The Allottee shall preserve the aesthetics of the elevations of the scheme no Allottee of the said Apartment shall be entitled to install Air Conditions Units, Window Air Conditioner Units thereby affecting the glass elevations at the frontage as well as affecting the common use of the passages, lobbies and common areas in the building. Such air conditioner units may be installed only at the space as may be provided by the Promoter.

11.16) Demolition and common utilities maintenance-

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 2. The word "also" written in a cursive style.



The Allottee shall not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other Manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoters and/or the Society or the Limited Company.

11.17) Cleanliness-

The Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the building in which the Apartment is situated.

11.18) Sub-let, transfer of rights-

The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoters.

11.19) Abiding by Society bye-laws or regulations of Apartment-

The Allottee shall observe and perform all the rules and regulations which the Co-operative Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies.

12) General/ Miscellaneous stipulations-

12.1) Time Extension-

The Promoters shall be entitled to get reasonable extension of time for giving possession of the apartment beyond date as mentioned above, if the completion of building in which the said apartment is situated is delayed on account of -

- a. War, civil commotion or act of God;
- b. any notice, order, rule, notification of the Government and/or public or competent authority
- c. Delay in issuance of Completion Certificate due to reason/s not attributable to the non compliance of the Promoter.

12.2) Name in which payment is to be drawn for Consideration Amount-

Promoter specifically communicates to the Allottee that the Allottee shall make the payments for Consideration Amount to the Promoter by Demand Draft or by local cheques drawn in the name of **JASHNANI CONSTRUCTION PVT LTD TYPE A-B-J**, or by electronic mode of transfer.

NEFT/ RTGS details are as under:

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- i. Account Holder Name: JASHNANI CONSTRUCTION PVT LTD TYPE A-B-J
 ii. Bank Name: PUNJAB NATIONAL BANK
 iii. Branch: SHAHAPUR
 iv. Account Number: 9476002900000032
 v. IFSC code: PUNB0947600
 vi. Account Type: RERA



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12.3) Name in which payment is to be drawn for Taxes and Duties-

Promoter specifically communicates to the Allottee that the Allottee shall make the payments for additional amount along with charges towards stamp duty, registration fees, G.S.T. to the Promoters by Demand Draft or by local cheques drawn in the name of JASHNANI CONSTRUCTION PVT LTD TYPE A-B-J or by electronic mode of transfer.

NEFT/ RTGS details are as under:

- i. Account Holder Name: JASHNANI CONSTRUCTION PVT LTD TYPE A-B-J
 ii. Bank Name: PUNJAB NATIONAL BANK
 iii. Branch: SHAHAPUR
 iv. Account Number: 9476002900000032
 v. IFSC Code: PUNB0947600
 vi. Account Type: RERA

12.4) Maintenance of the Project-

Promoter shall be responsible for providing and maintaining the essential services out of provisional maintenance charges collected from the Allottees more particularly described in **Schedule F**, until Promoter hands over the maintenance account of the Project to Society and/or Apex Body as a case may be or till the provisional maintenance amount fund gets exhausted whichever is earlier.

12.5) Maintenance responsibility of the Promoter ceases -

Promoter specifically communicates to the Allottee that if Allottee fails and/or neglects to pay aforesaid expenses as and when demanded by the Promoters and/or concern authority then same shall be considered as material breach of these presents notwithstanding regular payment of Consideration Amount on agreed dates by the Allottees and in such case Promoter shall not be responsible for the maintenance of the said project.

12.6) Change in consultants-

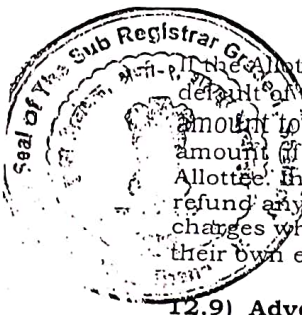
The Promoters shall have every right to change and appoint any new consultant as per his discretion & choice.

12.7) Termination of Agreement by Promoter-

Without prejudice to the right of the Promoter to charge interest on delayed payment, if the Allottee commits three defaults on making payment as per the stages mentioned in Schedule E then the Promoter shall serve a notice of 15 days in writing to the Allottee informing its intention to terminate this Agreement and if the Allottee fails to rectify the breach as mentioned by the Promoter within a period of 15 days, then the Promoter shall be entitled to terminate this Agreement and deduct upto 10% of the Consideration Amount towards liquidated damages and other administrative expenses. Balance amount (if any) shall be refunded within 45 days of termination. In the event of termination Promoter is not responsible to refund any taxes and duties such as service tax, VAT, stamp duty and registration charges which were paid to the Government and the Allottee shall apply for refund at their own effort and cost.

12.8) Cancellation of Agreement by Allottee-

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If the Allottee wishes to cancel the agreement due to reasons not attributable to the default of the Promoter, then the Promoter shall deduct 10% of the Consideration amount towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded after the apartment has been booked by other Allottee. In the event of cancellation by Allottee, the Promoter is not responsible to refund any taxes and duties such as service tax, VAT, stamp duty and registration charges which were paid to the Government and the Allottee shall apply for refund at their own effort and cost.

12.9) Advertisement/ Prospectus-

It is specifically understood and agreed by the Allottee that the prospectus other advertising material published by the Promoters from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Promoters and Allottee. The details mentioned in **Schedule C and D** hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications.

12.10) Entry of Promoters staff in the premises-

Till the conveyance in favor of Federation is executed, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view, examine and/or execute any changes as may required as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof.

12.11) Movement of men and material-

The Allottee is well aware that the Promoter will construct buildings based on Future Potential as mentioned **Annexure G**. The Allottee assures that after possession of the Said Apartment he shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required to construct the future buildings.

20/12/15
V. Saeed

(Signature of Allottee)

(This consent shall be construed as informed consent)

12.12) Water connection and charges-

The Allottee is fully aware that water connection for Said Scheme is not yet obtained either from Nagar Panchayat and that the demand for water will be fulfilled either through bore-well or through tanker or any other available source. The Promoters will only create suitable infrastructure for treatment of this raw water, which will treat the water as per domestic and drinking consumption standards. The Allottee agrees to pay the necessary water charges, tanker charges and is fully aware about this fact and shall not take any objection regarding this matter and shall keep sanctioning authority/Promoters indemnified at all times.

20/12/15
V. Saeed

(Signature of Allottee)

(I hereby agree to pay necessary water charges as mentioned above)

12.13) Enclosure of terrace and fine thereof-

20/12/15
V. Saeed

The terrace space adjacent to the Apartment shall belong exclusively to the respective Allottee of the Apartment and such terrace spaces are intended for the exclusive use of the respective Allottee. The said terrace shall not be used by the Allottee till the permission in writing is obtained from the concerned Local Authority and the Promoter or the Co-operative Society as the case shall be kept in force from any penal action at all times.

12.14) None of the actions, concessions or indulgence shown by the Promoter's shall be presumed and/or be treated and/or deemed to have been waived or the right of pre-emption or the right of first refusal of the Promoters, agreed to herein by the parties hereto. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in favor of the said premises or of the Said Property and building/s or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to the Allottee, and allotted areas such as upper terrace, open spaces, parking's, lobbies etc. will remain the property of the Promoters until the said Land is conveyed to the Federation of Co-operative Societies as agreed to be conveyed by the Promoters as per the terms and conditions of this agreement.

12.15) Jurisdiction-

This Agreement shall be governed by the laws of India and Courts of Shahpur and Thane District shall have exclusive jurisdiction to try and entertain the dispute/s arising out of these presents.

12.16) Registration-

The Allottee and/or Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

12.17) Stamp Duty

The Allottee herein has paid stamp duty along with appropriate registration fees as per Maharashtra Stamp Act, 2015. However, if there is any increase in stamp duty by the Government at the time of registration of conveyance/deed of apartment, then such incremental stamp duty shall be borne and paid by the Allottee.

SCHEDULE - A

(SAID LAND)

All that piece and parcel of land of the land situated at Village: Shahpur, Taluka: Shahapur, District: Thane, mentioned in the table below:

Survey Number	Hissa Number	Area Admeasuring
109	1	14800 Sq.Mtrs.
36		9210 Sq. Mtrs.
Total Area		24,010 Sq. Mtrs.

Now the same is renumbered as Survey No. 109/1/36 which includes the area for Residential and Commercial Purpose admeasuring about 17,395 Sq. Mtrs. + Open Space admeasuring about 3025 Sq. Mtrs. + Area under Road admeasuring about 2290 Sq. Mtrs. + Area under Manmad Pipe Line admeasuring about 1300 SQ. Mtrs. Thus Totally admeasuring about 24,010 sq.mts. having boundaries as under:

On or towards East : By
 On or towards South: By
 On or towards West : By
 On or towards North: By

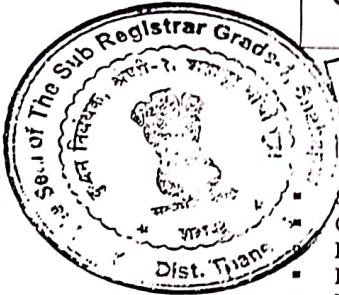
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SCHEDULE - B
(SAID APARTMENT/FLAT/SHOP)

To be constructed upon the Said land described in the Schedule A above, as a part of Phase I of the Project named as CHINTAMANI HABITAT JABMIHE

Wing no.	Floor No.	Carpet Area In Sq.m	Open Terrace Area In Sq.m	Total Area of Apartment In sq.m
C Wing 101	1st Floor	29	-	29



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SCHEDULE - C

DEVELOPMENT WORKS OF THE PROJECT

- Staircases, and common entrance and exits of buildings.
- Club house and recreational facilities
- Indoor games room
- Entrance Gate and Security cabin
- Electricity meter room
- Over Head Water tanks, motors, ducts and all apparatus connected with installation for common use.
- Internal roads and driveways
- Landscaping
- Underground water tank & pump room
- Drainage system
- Electricity supply transformer
- Street lighting
- Rainwater harvesting

SCHEDULE - D

(INTERNAL SPECIFICATIONS OF APARTMENT)

- RCC structure
- Granite kitchen platform with SS sink
- Glazed tiles up to 3ft. from platform
- Electrical points as per electrical layout.
- Both - side laminated main door and all internal doors
- Toilet door frames with green Marble
- Modular sockets and switches
- 24 x 24 inch vitrified tiles with matching 3 inch skirting in the entire apartment.
- 12 x 12 inch ceramic anti - skid tiles in dry balcony, terraces and toilet
- CPVC plumbing and sanitary ware
- Glazed tiles up to 7 feet high with CP fittings
- Aluminum powder coated Sliding window

SCHEDULE - E

(PAYMENT SCHEDULE)

Percentage	Stage
10%	Before Agreement
10%	Completion of plinth

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15%	Completion of 1 st slab	
15%	Completion of 2 nd slab	
15%	Completion of 3 rd slab	
15%	Completion of 3 rd raised slab	
10%	Completion of wall and internal plaster in the Flat	
5%	Completion of flooring in the Flat	
5%	Architect completion certificate	
100%	Total	

SCHEDULE - F

(MAINTENANCE SCHEDULE)

Following are the particulars and cost heads under each maintenance account Individual/Respective building Maintenance

Sr. No.	Cost Head
1	Building housekeeping
2	Building security
3	Electricity charges for: a. Passage area lighting b. Any other electrical appliance meant for the respective building
4	Annual maintenance charges for: a. Inverter backup

Common Area Maintenance

Sr. No.	Cost Head
1	Common area housekeeping
2	Common area security
3	Electricity charges for: a. Street lighting b. Open space, lighting c. Club house d. Amenities
4	Annual maintenance charges for: a. Water pumps b. Diesel generator
5	Water charges for tanker, water tax etc.
6	Diesel expenses for generator
7	Facility Manager & supervisory staff and its admin expenses

Environmental Management Plan/ Infrastructure

Sr. No.	Cost Head
1	Sewage treatment plant a. Electricity charges

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	<ul style="list-style-type: none"> b. Maintenance charges c. Operator charges d. Water testing charges e. Spares & hardware
2	Environment monitoring charges <ul style="list-style-type: none"> a. Air test b. Raw water test c. Recycled water test d. Soil test e. Noise test
3	Landscaping charges: <ul style="list-style-type: none"> a. Gardner b. Fertilizer c. Red soil d. New plantation e. n (if needed);
4	Solid waste management <ul style="list-style-type: none"> a. Waste segregation at OWC b. Garbage handling charges c. Handing over charges on Non-biodegradable waste. d. Disposal of e-waste in accordance with Rules.
5	Rain water harvesting: <ul style="list-style-type: none"> a. Rain water harvesting tank cleaning b. Recharge pits cleaning (pre and post monsoon) c. Flushing of bores

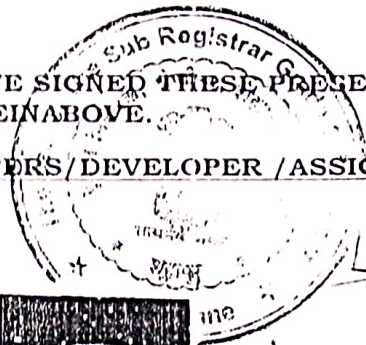


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2/11/24
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IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THESE PRESENTS ON THE DAY, DATE AND PLACE MENTIONED HEREINABOVE.

SIGNED AND SEAL OF "PROMOTERS/DEVELOPER /ASSIGNOR"



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SIGNED, SELAED & DELIVERED BY THE WITHIN NAMED PROMOTOR/BUILDER/DEVELOPER JASHNANI CONSTRUCTION PVT.LTD. THROUGH ITS DIRECTOR MR. AMIT.L.JASHNANI



SIGNED, SEALED & DELIVERED BY THE WITNIN NAMED PURCHASER



MR. RAVIKANT GANPAT SARODE

Sarode

MRS. VINITA RAVIKANT SARODE

Sarode



WITNESSES:-

1) Kavita Ramesh Shinde

PAN NO. _____

Airli New Mumbai



Shinde

2) Lila Gopal Chavre

PAN NO. _____

Airli Thane

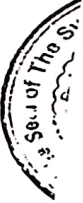


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Received With Thanks from MR. RAVIKANT GANPAT SARODE AND MRS. VINITA RAVIKANT SARODE The within name purchaser/s the sum of Rs. 1,60,000/- (RUPEES ONE LAKH SIXTY THOUSAND ONLY/-) being the earnest money in respect, of Sale of the flat unit herein above mentioned.



I SAY RECEIVED

DIRECTOR

JASHNANI CONSTRUCTION PVT.LTD.

FLAT NO. - 101

WING - C WING

FLOOR - 1ST FLOOR

IN JASMINE TYPE A-B-D AT CHINTAMANI HABITAT, SITUATED AT SURVEY NO.109/1 + 36, NEAR ITI COLLEGE, SHAHAPUR.

५/११/२४
Sarode