



## Maharashtra Real Estate Regulatory Authority

### CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT FORM 'F'

[See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act, to the following project: *Project: ATELIER GREENS Plot Bearing / CTS / Survey / Final Plot No.: Survey 83A/4A CTS 1279 (Part) at Keshavnagar-Mundwa, Pune City, Pune, 411036*; registered with the regulatory authority vide project registration certificate bearing No **P52100018596** of

1. **Esteem Constructions Private Limited (Adani Group)** having its registered office / principal place of business at *Tehsil: Pune City, District: Pune, Pin: 411036*.

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

- 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 (2) of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by me/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 up to **30/09/2025** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Dated: 16/10/2023

Place: Mumbai

Signature valid  
Digitally Signed by  
Dr. Vasant Premnand Prabhu  
Signature (Secretary, Maharashtra) Officer  
Date: 16/10/2023 08:19:17  
Maharashtra Real Estate Regulatory Authority



# पुणे महानगरपालिका

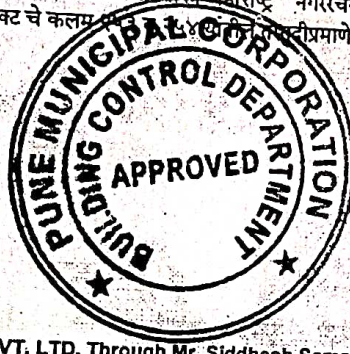
(यापुढील पत्रव्यवहार खालील क्रमांक व दिनांक यांच्या उल्लेखासह करावा )  
(जागेच्या वा इमारतीच्या कायदेशीर मालकी हक्कांचे संदर्भ लक्षात न घेता अर्जदारास हे  
संमतीपत्र देण्यात येत आहे. )

बांधकाम विकास विभाग  
पुणे महानगरपालिका  
शिवाजीनगर,  
पुणे-४११ ००५

## बांधकाम चालू करण्याकरिता दाखला (संमती नकाशासह) कमेन्समेन्ट सर्टिफिकेट

सदरचा बांधकाम चालू करण्याचा दाखला आणि बांधकामाचे संमतीपत्र महाराष्ट्र नगररचना अधिनियम, १९६६ चे कलम ४४/४५/५८/६९  
खालील आणि महाराष्ट्र म्युनिसिपल कॉर्पोरेशन ॲक्ट चे कलम ४४/४५/५८/६९ व मुंबई प्रांतिक महानगरपालिका, अधिनियम सन १९४९  
खालील अटीवर देण्यात येत आहे

प्रकरण दिनांक : MDW/0013/18  
Proposal Type : Residential  
Case Type : Revised  
Project Type : Proposed Building



क्रमांक : CC/0280/23  
दिनांक : 04/05/2023



श्री / श्रीमती ESTEEM CONSTRUCTIONS PVT. LTD. Through Mr. Siddhesh Samant द्वारा आर्किटेक्ट / ला. स. श्री SAMEER MURARI  
VALIMBE यांस राहणार पुणे, पेठ महाराष्ट्र नगररचना अधिनियम, १९६६ चे कलम ४४/४५/५८/६९ व मुंबई प्रांतिक महानगरपालिका, अधिनियम सन १९४९  
चे कलम २५३ व २५४ प्रमाणे पुणे महानगरपालिकेच्या सीमेतील पेठ Mundhwa घराक सर्वे न 83A/4A : सी. सं. न. \_\_\_\_\_ हिस्सा नं \_\_\_\_\_ फायनल  
प्लॉट क्र \_\_\_\_\_ प्लॉट क्र \_\_\_\_\_ सोसायटी येथे विकास करण्यासाठी आपण महानगरपालिकेकडे दिनांक 27/09/2022 रोजी प्रस्ताव दाखल केला आहे.

--: अटी :-

- सदर प्रस्तावातील दर्शविण्यात आलेली दर्शनी अंतरे / रस्ता प्रमाणेचा पर्यंतचे क्षेत्र पुणे म.न.पा. च्या सुचनेनुसार भविष्यात सार्वजनिक रस्त्याचा भाग राहणार आहे.
- कोणत्याही नवीन इमारतीचा अथवा वाढीव/दुस्त इमारतीचा वापर अथवा वापरसाठी परवानगी वा ताबा हा कोणत्याही व्यक्तीद्वारे पुणे म.न.पा.च्या भोगवटपत्र प्राप्त झाल्याशिवाय करण्यात येऊ नये.
- सदर संमतीपत्राची/विकास परवानगीची मुदत (काम सुरु झालेले नसल्यास) संमतीपत्राचे दिनांकापासून १ वर्षांची राहिल. (सोबतचा संमती नकाशा ह्या संमतीपत्राचा अविभाज्य भाग समजणेत येईल.)
- सदर संमतीपत्र हे मुदत संपल्यानंतर प्रत्येक वर्षी नूतनीकरण करणे आवश्यक आहे असे नूतनीकरण सलग तीन वेळा करता येईल. तसे न झाल्यास महाराष्ट्र प्रादेशिक आणि नगररचना अधिनियम, १९६६ चे कलम ४४ अन्वये नवीन अर्ज करून संमती घ्यावी लागेल. एम.आर.टी.पी. कलम ४८ अन्वये संमतीपत्राची वैधता राहिल.
- सदरचे संमतीपत्र हे पुढील अटीचा भंग झाल्यास रद्द करण्यास पात्र राहिल.
  - जागेवरील विकसन बांधकाम हे मान्य नकाशाप्रमाणे दर्शविलेल्या/संमत केलेल्या वापरानुसार होत नसल्यास अथवा सदर ठिकाणी अनधिकृत बांधकाम/अनधिकृत वापर चालू असल्यास अटीचा भंग समजण्यात येईल.
  - सदर बांधकाम प्रस्तावातील संदर्भातील नमूद केलेल्या अटीचे उल्लंघन होत असल्यास/झाले असल्यास, पुणे म.न.पा.ने घातलेल्या निर्बंधाचे उल्लंघन झाले असल्यास, अटीचा भंग झाला आहे असे समजण्यात येईल.
  - अर्जदाराने सदरची परवानगी ही गैरकृत्य करून पुणे म.न.पा.चे दिशाभूल करून प्राप्त केलेली आहे, असे निदर्शनास आल्यास अटीचा भंग झाला आहे असे समजण्यात येईल. विकास नियंत्रण नियमावली नियम क्र. ६.१० महाराष्ट्र म्युनिसिपल कॉर्पोरेशन ॲक्ट कलम २५८ अन्वये सदरची परवानगी दिशाभूल करून घेण्यात आली आहे असे समजण्यात येईल.
  - अर्जदार आणि जो इसम हा स्वतः किंवा त्याच्याद्वारे मालकी हक्काचा दावा करून महाराष्ट्र प्रादेशिक आणि नगररचना अधिनियम, १९६६ चे कलम ४२ व ४५ अन्वये असलेल्या तरतुदीचे उल्लंघन करून जमिन विकसन अथवा बांधकाम करत असल्याचे निदर्शनास आल्यास सदरची परवानगी दिशाभूल करून घेण्यात आली आहे असे समजण्यात येईल.
- सदर संमतीपत्रावरील/लगत असलेल्या अटी व सूचना या केवळ अर्जदारास नव्हे तर भविष्यातील अर्जदाराचे सर्व वालीवारस, मुखत्यारधारक, व्यवस्थापक, प्रशासक, वारसदार आणि प्रत्येक इसम जो अर्जदाराच्या द्वारा मालकी हक्क सिध्द करेल त्या सर्वांस कायमस्वरूपी बंधनकारक राहिल.

१०. काम सुरु करण्यापूर्वी एन. ए. ऑर्डर दाखल करणार.

११. अकृषिक दाखला (एन. ए. ऑर्डर), यु.एल.सी. आदेश, महाराष्ट्र प्रदूषण नियामक मंडळ, औद्योगिक संचारसंस्थान, कणपार विद्या आण्युक्त यंत्रणे अंतर्गत अटी व शर्ती बंधनकारक राहतील.

वरील संघटोपप्रमाणे काम करताना भूमिसिंपल कॉर्पोरेशन ऑफ, महाराष्ट्र प्रादेशिक व नगरपालिका अधिनियम, १९९९ अन्वये त्यास अनुसरून केलेले नियम व पोट नियम यांचा ध्या घ्यावे, असे पुणे म.न.पा. चे निदर्शनास आल्यास सदरचे संघटोपत्र रद्द करण्याचा अधिकार पुणे म.न.पा.स राहिल. वरील संघटोपत्राविषयी काही शंका येत असेल तर कापास आरंभ करण्यापूर्वी महानगरपालिकेकडे तसे कळवून स्पष्टीकरण करून घ्यावे.

विशेष अटी:-

१. ह्याचद्वारे इमारती संदर्भातील वि.नि.नि.नियम क्र. २१.६.६ मधील तरतुदी बंधनकारक राहतील.
२. शासनाकडील शासन निर्णय क्र. टीपीएस-१८०७/२५२/सी.आर.६३०/०७/युडी-१३ मधील अतिरिक्त अग्रिग्रामन व्यवस्था, विरोध वर्गवारीमधील स्ट्रक्चरल इंजिनियर याची नेमणूक, सर्व्हिस व फायर लिफ्ट याबाबत नमुद केलेल्या अटी बंधनकारक राहतील.
३. ह्याचद्वारे इमारतीचे सर्व्हिस/फायर ऑडिटिंग हे प्रत्येक वर्षी सक्षम प्राधिकृत अधिकाऱ्याकडून करून घेणे बंधनकारक राहिल. व म.न.पा. मागणीनुसार उपलब्ध करून देणे बंधनकारक राहिल.
४. इमारतीतील उदवाहनाचे (लिफ्टचे) दरवाजे लिफ्ट मधील स्थिती दिसण्याच्या दृष्टिने पारदर्शक असावेत.
५. जलसंधारणकारिता नियोजित इमारतीमध्ये पर्जन्यजलाचे पुर्नभरण, दुहेरी फ्लश यंत्रणा, नियंत्रित दाब यंत्रणा
६. सोलर सिस्टिमची यंत्रणा बसविणार.

काही महत्वाच्या विशेष सूचना :-

१. यु.एल.सी.ऑर्डरमधील सर्व अटी संबंधित मालक /विकसकावर बंधनकारक राहिल त्यास पुणे म.न.पा. जबाबदार राहणार.
२. विकास योजना खात्याकडील मान्य एकत्रीकरण/सब डिव्हिजन/लेआऊट ऑफ बिल्डींग मधील सर्व अटी बंधनकारक राहणार.
३. कमेन्समेंट सर्टिफिकेटचे दिनांकापासून १ (एक) वर्षांच्या आत अथवा कोणतेही भोगवटापत्र मागणीपूर्वी (जे अगोदर) एकत्रित उतारा व भोगवणीचा सिटी सर्व्हे कडील नकाशा दाखल करणार.
४. ओला व सुक्या कचऱ्याकरिता मिळकतीमध्ये कंटेनरची सोय करणार.
५. काम सुरु करण्यापूर्वी मान्यताप्राप्त दर्जाच्या परवानाधारक स्ट्रक्चरल डिझायनर/इंजिनियर यांची नेमणूक करणारे पत्र व जोते तपासणी दाखला तसेच कोणतेही भोगवटापत्र मागणेपूर्वी त्यांचे स्ट्रक्चरल स्टॅबिलिटी सर्टिफिकेट/रिपोर्ट दाखल करणार. वाढीव बांधकाम स्ट्रक्चरल इंजिनियरसंचे नियमित मार्गदर्शन व देखरेखीखाली पूर्ण करणार.
६. बांधकामाचे नकाशांना परवानगी मिळाल्यावर विकासकर्ता/मालक यांनी जागेवर फ्लक लावून खालील प्रमाणे माहिती दर्शवावी. अ) मालकाचे, विकसकाचे, ला. आर्कि. व कॉन्ट्रक्टर यांची नावे व पत्ता व संपर्क दुर्ध्वनी / भ्रमण दुर्ध्वनी क्रमांक.
७. कुठलेही वाढीव/दुरुस्त प्रस्ताव मान्यता मागणेपूर्वी सुधारित डी.पी.लेआऊट मान्य करून घेणार. (आवश्यकतेनुसार)
८. रस्ताकडीचे अतिरिक्त चटई क्षेत्र वापरण्यापूर्वी सदर रस्त्याची जागा म.न.पा. च्या ताब्यात देणार.
९. जागेवर अस्तित्वातील म.न.पा. मीटर कनेक्शन असल्यास काम सुरु करण्यापूर्वी पाणी पुरवठा विभागाचे ना हरकत पत्र दाखल करणार.
१०. भाडेकरू पुनर्वसन योजनेकरिताच्या अटी :- १) नविन इमारतीमध्ये जागा देण्याचेप्याबाबत एकमत झाले असल्याबाबत व त्याबाबत तक्रार नसल्याबाबत रजिस्टर करार जोते तपासणीपूर्वी दाखल करणार. २) कुलमखत्यारपत्रधारक अगर मालक यांच्याकडून त्यांनी कबूल केल्याप्रमाणे जागेचा ताबा मिळाला/मिळणार आहे व त्याबाबत कोणतीही तक्रार नसल्याचे सर्वभाडेकरूंचे नोटपईज्ड ना हरकत पत्र, भोगवटापत्र मागणेपूर्वी दाखल करणार. ३) भाडेकरू व विकसक यांचे दरम्यान वाद निर्माण झाल्यास त्यास म.न.पा. जबाबदार राहणार नाही. ४) सुधारित नकाशे दाखल करण्यापूर्वी पुणे म.न.पा.ने निर्धारित केलेले नोटपईज्ड हमीपत्र करणार.
११. सार्वजनिक वहिवाटीचे व समाईक वापराचे रस्ता/बोळ/प्रवेशमार्गांचे वहिवाटीबाबत वाद निर्माण झाल्यास अर्जदार जबाबदार राहतील.
१२. अस्तित्वातील जुनी बांधकाम पाडताना शेजारील मिळकत/मिळकतीतील इमारतीस धोका/नुकसान होणार नाही याची खबरदारी घेणार.
१३. सदर प्रस्तावातील इमारतीचा वापर हा कायमस्वरूपी मान्य नकाशामध्ये दर्शविलेल्या वापरसाठीच करणार. सदरचे वापरत म.न.पा.च्या पूर्वपरवानगीशिवाय व
१४. संरक्षक भिंतीचे प्रस्ताव मान्य करून घेऊनच बांधकाम पूर्ण करणार.
१५. व्यापारी वापराच्या इमारतीचे दर्शनी भागातील ६.०० मी. सामासिक अंतरापैकी ३.० मी. रुंदीचे व्हिबीटर्स पार्किंगची रस्ता / फुटपाथ वरून अॅक्सेस् व्यवस्था बघणार.
१६. नुन्या अस्तित्वातील बांधकामाच्या कोपऱ्यावरील भिंतीचा भाग, कॉर्नर पार्ट रस्तांदी/सेटबॅक पडदाळणीसाठी जोते तपासणी होणे पर्यंत राखून ठेवा व



- नंतर
१७. भविष्यात मान्य नकाशा व्यतिरिक्त कोणतेही बांधकाम (उदा. सर्व मारिजिनल अंतरात व टेरेसवरील शेड, पार्टीशन वॉल करून अगर ग्रील लावून
  १८. प्रकल्पामधील सर्व वापराच्या इमारतीमध्ये युरिनल व डम्प्यूरी करिता ३ लि. (हाफप्लश) आणि २. प्रकल्पामधील सर्व वापराच्या इमारती पाण्याचे नळ (बिब कॉक, बेसिन टॅप इ. नळ) इति. (पुल फ्लॅश) असे प्रकारचे फ्लॅश असे प्रकारचे फ्लॅश टँक यंत्रणा प्रत्येक ठिकाणी बसविणे व त्याप्रमाणे प्रति मिनिट इतक्या कमी दाबांचे पाण्याचे उपकरणे बसविणे. ३. प्रकल्पामधील जमिन पातळीपासून एकूण २४ मी. पेक्षा उंच इमारतीमध्ये पाण्याचा दाब व घटनाचा वेग नियंत्रित राहण्यासाठी दाब नियंत्रित व्हॉल्व्हस बसविणे. ४. प्रकल्पामधील सर्व वापराच्या इमारतीमध्ये प्रवारी उद्वाहना पारदर्शक अशा आगरोधक काचेच्या पट्या वापरलेला पारदर्शक दरवाजा व लिफ्टमध्ये सी.सी. टी.व्ही. कॅमेरा बसविणे.
  १९. प्रकल्पाच्या सिमाभितीबाबत रिटेनिंग वॉल बाबत कार्यालयीन परिपत्रक क्र. अन अ/ जा/ म आ/ ४८३ दि. ५/८/२०१३ च्या अटी बंधनकारक राहातील.

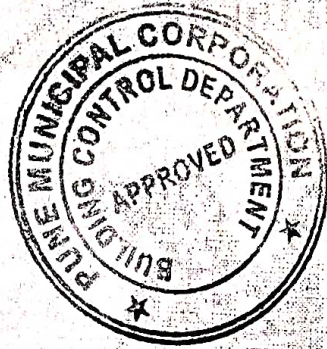
:- अटी :-

१. विळ वस्ती भागामध्ये भोगवटापत्र मागणीपूर्वी प्लॉट आवारात गांडूळ खत निर्मितीसाठी व्यवस्था करणार.
२. बांधकाम जागेवर सुरु करण्यापूर्वी भोगवटापत्र मागणेपूर्वी अग्निशामक विभागाकडील ना-हरकत पत्र / दाखला त्यानुसार आवश्यक ती सर्व यंत्रणा जागेवर कार्यालयीन प्रमाणे घेणेची कायमस्वरूपी देखभाल/दुरुस्ती करून यंत्रणा नियमित ठेवणार.
३. आवश्यकतेप्रमाणे (उदा. उद्वाहन) परवाना संबंधित प्राधिकारीकडून प्राप्त करून घेतले नंतरच वापर करणे बंधनकारक राहिल.
४. मा. पर्यावरण विभागाकडील दि. २ डिसेंबर २०१२ रोजीचे आदेशानुसार नमूद केल्याप्रमाणे २०००० चौ.मी.पेक्षा जास्त एकूण बांधकाम क्षेत्र नियोजन प्रस्तावास मा. केंद्र शासन यांचेकडून पर्यावरण विभागाकडील ना-हरकत पत्र घेणे बंधनकारक राहिल. आवश्यक तेथे महाराष्ट्र प्रदुषण नियंत्रण बोर्डचे ना-हरकत पत्र बांधकाम परवानगीचे वेळी दाखल करणे बंधनकारक राहिल.
५. इतर महत्वाचे अटी :

६. संबंधित सुभिक्षित विकास योजना आराखडा महाराष्ट्र सरकारने दि.०५/०९/१९८७, दि.०६/१२/२००७, दि.१८/०९/२००८, दि.०२/०३/२०१२, दि.०४/०४/२०१२ दिवशी मान्य केला आहे. त्यास अनुसरून नवीन काही उपसर्ग पोहोचत असल्यास अथवा हानी होत असल्यास त्याप्रित्यर्थ कोणत्याही प्रकारची भरपाई मागणार नाही व ती देण्याची जबाबदारी महानगरपालिकेवर नाही.
७. यापूर्वी अदा करण्यात आलेले विकसनाचे दाखले/संमतीपत्रे रद्द समजण्यात यावीत.
८. सोबतच्या नवीन/दुरुस्त नकाशात दाखविल्याप्रमाणे काम केले पाहिजे.
९. जोत्यापर्यंत काम आल्यावर सेट-बॅक, मारिजिनल ओपन स्पेस इ. बाबी बांधकाम नियंत्रण कार्यालयाकडून तपासून घ्याव्यात, जोते तपासणी दाखला प्राप्त झाल्याशिवाय जोत्यावरील काम सुरु करू नये.
१०. भूमिप्रापण कार्यालयामार्फत व बांधकाम विकास विभागाकडून रस्तारूंदी प्रमाणे जागेवर आखून घेणार व मगच बांधकाम सुरु करणार या अटीवरच हे संमतीपत्र देण्यात येत आहे. (आवश्यक असल्यास)
११. सोबतच्या नकाशावर मागे लिहिलेल्या/चिटकवलेल्या अटींवर संमतीपत्र देण्यात येत आहे.
१२. ज्या भूखंडावर नवीन इमारत बांधण्यात आली आहे त्या इमारतीचे भोगवटापत्र मागण्यापूर्वी प्रत्येक मालकाने इमारतीसमोर सिमा भितीच्या आत व बाहेर उद्यान विभागाचे तरतुदीनुसार झाडे लावून ती व्यवस्थित वाढविण्याच्या दृष्टीने योग्य ती व्यवस्था व खबरदारी घ्यावी. त्याशिवाय (ऑक्युपन्सी सर्टिफिकेट) भोगवटापत्र मिळणार नाही.
१३. नवीन बांधकाम सुरु करताना संबंधित जागेमध्ये झाडे असल्यास ती वृक्ष प्राधिकरण समितीची पुर्वपरवानगी घेतल्याशिवाय तोडू नयेत, अन्यथा कायदेशीर कारवाई करण्यात येईल याची नोंद घ्यावी.
१४. इमारतीचे भोगवटापत्र देताना रस्त्यावरील व आतील बाजूस टाकण्यात आलेले इमारतीचे अविशिष्ट सामान व राडारोडा उचलून जागा साफकेल्याशिवाय अर्जाचा विचार केला जाणार नाही. राडारोडा कोठे टाकावा याबाबत बांधकाम विकास विभागामार्फत मार्गदर्शन केले जाईल.
१५. भोगवटापत्र मागणीचे अर्जापूर्वी मा. कार्यकारी अभियंता (ड्रेनेज ) यांचेकडील ड्रेनेज कनेक्शनचे मान्य नकाशे दाखल करणार.
१६. बांधकाम विकास विभाग, खात्याने जरी सेप्टिक टँकसाठी परवानगी दिली असली तरी कार्यकारी अभियंता(जलोत्सारण विभाग) यांच्याकडे नकाशे दाखल करून त्याची मंजूरी घेतल्याखेरीज सेप्टिक टँक अगर ड्रेनेजसंबंधी बांधकाम सुरु करू नये व भोगवटा पत्र मागण्यापूर्वी ड्रेनेज कामाचे, ड्रेनेज जोडासह नकाशे व दाखला हजेर करण्यात यावा.
१७. वे बांधकाम नकाशात पाडणार म्हणून दर्शविले आहे ते वैध मागनि पाडून त्यानंतरच नवीन कामास सुरुवात करणार.

MM/1013/18

१८. मालकी हक्काबाबत व इतर कोणत्याही हक्काबाबत व हद्दीबाबत वाद निर्माण झाल्यास त्यास अर्जदार पूर्णपणे जबाबदार राहणार.
१९. कामगारांच्या सोयीसाठी जागेवर किमान एक संडास व एक मुतारी तात्पुरत्या स्वरूपाची बांधली पाहिजे. जुने संडास व मोठी असल्यास याप्रमाणे संडास, मुतारी बांधण्याची गरज नाही.
२०. भोगवटापत्र मागण्यापूर्वी पुणे महानगरपालिकेकडील कर आकारणी व करसंकलन पाणी पुरवठा, जलोत्सारण, पथ विभाग, अतिक्रमण इ. विभागाचे रकम व शकबाकी रकम पूर्णपणे भरणार.
२१. अंशतः भोगवटापत्रासाठी रू. २२०/- चे स्टॅम्प पेपरवर इंडेन्टी बॉन्ड दाखल करणे आवश्यक आहे.
२२. भोगवटापत्रासाठी स्ट्रक्चरल इंजिनिअरचा दाखला (स्टॅबिलिटी सर्टीफिकेट) दाखल करणार.



*Sumil Subhash Rathod*

Sumil Subhash Rathod  
स्मार्त निरीक्षक  
बांधकाम विकास विभाग  
पुणे म न पा

Signature valid

Digitally signed by: Sumil Subhash Rathod  
Date: 04-05-2023 09:56:17  
Reason: PUNE MUNICIPAL CORPORATION  
Location: PUNE विकास विभाग

पुणे म न पा

RECEIPT

Ms. Maghan Abigail Varkey  
26B/204 Harmony CHS Opp Mantri Park New  
Dindoshi Goregoan East,  
Mumbai,  
MAHARASHTRA -400065  
India  
Country Code: India (+91)  
Tel: 9833764161  
Email ID : maghanvarkey712@gmail.com

Receipt No : AG/CR/2024/1505  
Date : 19.04.2024  
Lien :  
BY COURIER : N/A

Customer No : AD 24-016021  
Ref. No. : 24-03-0013124

Received with thanks from Ms. Maghan Abigail Varkey, Mrs. Rosa Varkey towards below mentioned details:

Scheme: ATELIER GREENS  
Floor: 3rd

Building: A3  
Unit No.: A3 304

| Cheque/Online               | Cheque Date | Bank / Branch | Narration  | Amount (INR)     |
|-----------------------------|-------------|---------------|------------|------------------|
| 000357555652                | 01.02.2024  | UPI           | On Booking | 100000.00        |
| <b>Total</b>                |             |               |            | <b>100000.00</b> |
| <b>Rupees One Lakh Only</b> |             |               |            |                  |

For ESTEEM CONSTRUCTIONS PRIVATE LIMITED

Note : This receipt is subject to realisation of Payment Instrument.

\*\*This is a system generated receipt hence no signature required

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE ("Agreement") is made and executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2024;**

**BETWEEN**

**ESTEEM CONSTRUCTIONS PRIVATE LIMITED [PAN: AAACE1497J]**  
**[CIN No. U45200GJ1995PTC121358],** a private limited company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013, having its registered office at 801, 8th floor, Shikhar Complex, Shrimali Society, Nr Mithakhali six roads, Navarangpura, Ahmedabad, Gujarat, India - 380009 and branch office at Survey No. 83A/4A, at Keshavnagar-Mundwa, Pune City, Pune, 411036, hereinafter referred to as the "**Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **First Part;**

AND

MS.MAGHAN ABIGAIL VARKEY having Pan Card No. AUGPV8578E and MRS. ROSA VARKEY having Pan Card No. ABWPV3817B also residing/having address at 26B/204 HARMONY CHS , OPP MANTRI PARK , NEW DINDOSHI GOREGOAN EAST, MUMBAI - 400065 hereinafter referred to as the "Purchaser/s" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an **Individual** his / her / their heirs, executors, administrators and permitted assigns, in case of a **Partnership Firm / LLP**, the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors, administrators and permitted assigns of the last surviving partner, in case of a **Company** its successors and permitted assigns, in case of a **Hindu Undivided Family**, the Karta and members for the time being and from time to time of the coparcenary and survivor/s of them and the heirs, executors, administrators and permitted assigns of the last survivor/s of them, and in case of a **Trust** the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and permitted assigns) of the **Other Part**.

The Promoter and the Purchaser, wherever the context so require, are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

**WHEREAS:**

- A. By and under a Sale Deed dated October 6, 2008 registered at Serial No. 7932 of 2008, the Promoter acquired all that piece and parcel of land bearing Old Survey No. 83/A/4/1 corresponding to New Survey No. 83A/4A admeasuring 1 Hectare 21 Ares equivalent to 12,100 Square Meters as per 7/12 Extract situate, lying and being at Village Mundhwa, Taluka Pune City, District Pune and within the limits of the Municipal Corporation of Pune and within jurisdiction of Sub-Registrar Haveli Pune (hereinafter referred to as the "**Larger Property**"). The Larger Property is more particularly described in the **First Schedule** hereunder written and is delineated by red colour boundary on the plan annexed hereto as **Annexure "A"**. Copy of 7/12 extract of the Larger Property and copy Property Register Card is annexed hereto as **Annexure "A1-Colly"**.
- B. There were certain reservations i.e. road set back admeasuring in aggregate 309.73 square meters from the Larger Property ("**Reservations**"). The reservations are shown shaded in colour brown on the plan annexed hereto as **Annexure "A"**. The Promoter is in process of handing over the possession of the Reservations to the concerned authorities. The amenity space of 1768.54 square



meters further deducted from the net plot area computation.

- C. Considering the Reservations, the Promoter is seized and possessed of and absolutely entitled to the ownership, possession and entitlement of all that piece and parcel of land bearing Old Survey No. 83/A/4/1 corresponding to New Survey No. 83A/4A admeasuring 10021.73 Square Meters corresponding City Survey Nos. 1279 (PART) as per modified Commencement Certificates situate, lying and being at Village Mundhwa, Taluka Pune City, District Pune and within the limits of the Municipal Corporation of Pune and within jurisdiction of Sub-Registrar Haveli Pune (hereinafter referred to as the "said Property"). The said Property is more particularly described in the **Second Schedule** hereunder written and is shown shaded in yellow colour on the plan annexed hereto as **Annexure "A"**.
- D. Being desirous of developing the said Property, the Promoter has obtained a layout sanctioned from the competent authorities in respect of the said Property.
- E. The Promoter has obtained from the competent authorities (i) Layout Approval ("LA") bearing no. CC/1845/18 dated 17/09/2018 (Old Layout Approval) and LA bearing no. CC/1111/2021 dated 30/07/2021 (Revised Layout Approval); and (ii) Commencement Certificate ("CC") / Building Plan Approval bearing no. CC/0592/2019 dated 18/06/2019 (Old CC) and bearing no. CC/1520/21 dated 03/09/2021 (Revised CC) and bearing no. CC/4193/21 dated 31/03/2022 respectively (Revised CC) and the latest one bearing no. CC/0280/23 dated 04/05/2023 (Latest CC) and the Promoter has commenced the construction of the Project in accordance with the approvals so obtained. A copy of the both the LA's are annexed and marked as Annexure "B colly", to this Agreement. A copy of the CC bearing to this Agreement. A copy of the CC bearing is annexed and marked as Annexure "C colly", to this Agreement.
- F. Pursuant to the LA and CC obtained by the Promoter, the Promoter is desirous of developing a residential project on the said Property by utilizing total permissible FSI of 3.00 ("Project"). The Project shall comprise of total 7 (seven) residential towers; consisting of 6 (six) towers, namely Tower A1, Tower A2, Tower A3, Tower B1, Tower B2 & Tower C AND 1 (one) tower for lower income group, namely Inclusive Housing, one clubhouse and swimming pool (outdoor) and one clubhouse (indoors) on 1<sup>st</sup> Floor of Tower A2 and A3". The

LIG/Inclusive Housing tower/building shall be dealt with in the manner required under the applicable development norms including handing over all or some of the flats / units therein to the Maharashtra Housing and Development Authority ("MHADA").

- G. Messrs DSK Legal, Advocates & Solicitors, have conducted their due diligence and have issued their Title Certificate dated March 6, 2018, in respect of the said Property. A copy of the Title Certificate is annexed hereto and marked as Annexure "D". Esteem Constructions Private Limited has obtained financial assistance such as Term Loan dated 9th June 2022 from ICICI Bank Ltd. for INR 200 Crs against security being exclusive charge by way of registered mortgage of development rights and receivables on the Project.
- H. The Promoter has appointed Voussoirs as their Architects & J+W Consultants as the Structural Engineer for the preparation of the structural design and drawings of the Project. All concerned documents have been inspected by the Purchaser.
- I. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("Act") and the rules made thereunder with RERA under serial no. P52100018596. An authenticated copy of the registration certificate granted by RERA, in respect of the Project, is annexed hereto and marked as Annexure "E".
- J. The Purchaser demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents of title regarding the said Property, plans and designs, specifications, approvals and such other documents with respect to the Project as are specified under the Act, including but not limited to the following:
- (i) The common areas, facilities and amenities in the Project that may be usable by the Purchaser along with other purchasers in the Project and are listed in the Annexure "F" hereto; and
  - (ii) Specifications, fixtures, fittings, facilities and amenities of the Flat to be purchased by the Purchaser, as annexed Annexure "G" hereto.
- K. The Purchaser has prior to the execution of this Agreement visited and inspected the site of construction of the Project and has at

his/her/their/its own, cost, charge and expense carried out due diligence in respect of the title of the Promoter to the said Property and after satisfying himself/herself/themselves/itself about the title of the Promoter thereto and the Purchaser having accepted the same, the Purchaser has entered into this Agreement with the Promoter and the Purchaser hereby agrees not to further investigate the title of the Promoter and/or raise any requisitions or objections of any nature whatsoever and howsoever in respect of the title of the Promoter to the said Property at any time in future.

- L. The Purchaser is aware that the marketing collaterals provided by the Promoter to the Purchaser in respect of the Project contained materials / pictorial depictions in the nature of artists' impressions and the same would differ on actual basis. The Purchaser undertakes not to raise any objections with respect to any difference in the Project from such marketing collaterals. The Purchaser agrees and acknowledges that he/she/it has applied for the Flat without reliance upon any representation concerning any potential for future profit, any future appreciation in value, any rental income potential, tax advantages, depreciation or investment potential and without reliance upon any Promoter affiliation or any monetary or financial advantage.
- M. The Promoter has procured certain approvals to the plans, specifications, elevations, sections from the concerned government authorities for development of the Project, as has been disclosed under the Act on the government portal/website, presently being <https://maharera.mahaonline.gov.in/> or such other website, as the government may prescribe from time to time (hereinafter referred to as "**the Government Portal**") and shall obtain the balance approvals from various authorities from time to time so as to carry out construction and obtain the Occupancy Certificate in respect of the Project.
- N. The Promoter shall commence construction of the Project in accordance with the sanctioned plans.
- O. The Promoter has informed the Purchaser that, the Promoter has the sole and exclusive rights to sell the flats/units in the Project and to enter into separate agreements with other purchasers for the sale / allotment of flats/units forming part of the Project and to receive the sale consideration in respect thereof.
- P. The Purchaser being fully satisfied in respect of the title to the said Property and all permissions, plans etc. and all the representations

made by the Promoter and rights of the Promoter to develop the said Property, has approached the Promoter and applied for allotment of Flat in the building known as "Atelier Greens" of the Project being constructed on the said Property including parking space/s. The Flat and the Parking Space/s are hereinafter collectively referred to as the "Premises", in this Agreement.

- Q. The Promoter has agreed to sell and allot to the Purchaser, the Flat on ownership basis and the Purchaser has agreed to purchase from the Promoter, the Flat for a Sale Consideration of **Rs. 1,64,19,058.00 /-** ( Rupees One Crore Sixty Four Lakh Nineteen Thousand & Fifty Eight Only ) and on the terms and conditions as hereinafter appearing. The Purchaser is aware that the Car Parking Space/s is/are an exclusive amenity attached to the Flat for his / her / their / its exclusive use and that the Flat and the Car Parking Space/s shall at all times be held by the Purchaser as one composite unit. The Purchaser is aware that the Sale Consideration is exclusive of charges towards taxes including GST, Contribution and Other Charges.
- R. The Purchaser hereby expressly confirms that he/she/they, has/have entered into this Agreement with full knowledge, implication, effect etc. of various terms and conditions contained in the documents, plans, orders, schemes including the rights of the Promoter.
- S. The Purchaser has inspected and accepted the plans of the Flat/Building with the specific knowledge that the specifications (as per the brochure), plans, designs, measurements, dimensions, location of the Flat and all other terms and conditions mentioned in this Agreement are tentative and indicative in nature and are subject to change, alteration, modification, revision, addition, deletion, substitution or recast in the interest of the Project and/or subject to changes as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer or any such changes are required to be made by the Promoter in compliance of any direction or order, etc. issued by the competent authority or statutory authority, under any applicable laws. The Promoter reserves the right to do so without obtaining any consent / permission / approval from the Purchaser and this right of the Promoter is acknowledged and accepted by the Purchaser. In any event, the Purchaser hereby gives his/her/their/its irrevocable consent to any such revision / amendment to the building plans sanctioned by the competent authorities and

undertakes that he/she/they/It shall not raise objection to the same.

- T. The rights of the Purchaser under this Agreement, unless otherwise specified, are restricted to the Flat hereby agreed to be purchased by the Purchaser from the Promoter as stipulated herein.
- U. Under Section 13 of the Act, the Promoter is required to execute a written agreement for sale of the Flat in favour of the Purchaser, being in fact this Agreement and also to get the same registered under the Registration Act, 1908, at the cost, charge and expense of the Purchaser alone.
- V. Relying upon the same as stated hereinabove, the Promoter hereby agrees to sell the Flat to the Purchaser and the Purchaser hereby agrees and undertakes to purchase the Flat as set out herein.

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

**1. DEFINITIONS AND INTERPRETATION:**

**Definitions:**

In this Agreement, unless repugnant to the context, the following terms shall have the following meaning:

- a. **"Act"** means and includes The Real Estate (Regulation And Development) Act, 2016, the Rules as applicable to Maharashtra and such Circulars, Notifications, Office Orders, Orders, Clarification or such explanations that may be issued by the Competent Authority from time to time.
- b. **"Agreement"** shall mean this Agreement for Sale together with the Schedules and the Annexures hereto and any other deed/s and /or document/s executed in pursuance hereof.
- c. **"Approvals"** shall mean all licenses, permits, approvals, sanctions and consents obtained / to be obtained from the competent authorities to develop the Project including but not limited to all approvals, permissions, sanctions, orders, no-objection certificates, resolutions, authorizations, consents, licenses, exemptions, letters of intent, annexures to all approvals, intimations of approval, commencement certificates, occupation certificates, notifications, sanctions of layout plans (and any amendments thereto), sanctions of building plans (and any amendments thereto), approvals of the Ministry of Environment and Forests ("MOEF"), Central Government,

Government of Maharashtra, Pune Municipal Corporation ("PMC") and all other governmental, public and local authorities and bodies, as may be applicable and/or required for the development of the Project by utilization and consumption of the available Floor Space Index ("FSI") and the Transferable Development Rights ("TDR") and fungible / premium FSI (by whatever name called) that may be loaded on the Project in accordance with the Development Control Regulations for Pune for the development of all infrastructure on the Project.

- d. **"Building"** shall mean building known as **Atelier Greens**, comprising of 2 levels of basement, 1 level of stilt and 15 levels of habitable residential floors in Tower A1, Tower A2, Tower A3, Tower B1, Tower B2 & Tower C and 2 levels of basement, 1 level of stilt and 9 levels of habitable residential floors for Inclusive Housing Tower, being constructed on the said Property.
- e. **"Common Amenities of the Project"** shall mean the common areas and common amenities, facilities, infrastructure, recreation areas and such other services as are available to and / or in respect of the Project, which are to be used by the Purchaser along with other occupants / holders of the residential flats of the Project and are more particularly listed in Annexure "F" annexed to this Agreement.
- f. **"Contribution"** shall mean the amounts payable by the Purchaser in respect of the Premises towards electricity charges, infrastructure development charges, legal charges, maintenance charges of the Building and the Project, incidental charges, corpus fund, society formation and share application money, Goods and Service Tax ("GST"), Club House Charges, Swimming Pool Charges or any other charges for future facility, as more particularly set out in Annexure "I", to this Agreement.
- g. **"DCR"** shall mean Development Control Regulations as applicable to Pune and as amended from time to time.
- h. **"Flat"** shall mean Flat No. **304** in **Wing/Tower A3** admeasuring **101.87** square meters carpet area (as per RERA) [i.e. equivalent to **1096.53** square feet carpet area (as per RERA)] and **Exclusive Areas** of the Flat [such as Balcony/Veranda/Terrace] admeasuring **15.24** square meters carpet area (as per RERA) [i.e. equivalent to **164.04** square feet carpet area (as per RERA)] and on the **3<sup>rd</sup> floor** of the Building and more particularly described in the **Third Schedule** hereunder written and shown delineated by a coloured boundary line on the floor plan annexed hereto and marked as

Annexure "H", to this Agreement. For the purposes of this Agreement (i) "Carpet Area" means the net usable floor area of a Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat and is as per RERA, and (ii) "Exclusive Areas" means exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser/s and other areas appurtenant to the said Flat for exclusive use of the Purchaser/s.

- i. "FSI" means Floor Space Index (including future FSI, Premium / fungible FSI by whatever name called which will be available by paying premium or otherwise) as defined under DCR.
- j. "Liquidated Damages" shall mean an amount equivalent to 10% of the Sale Consideration as defined in this Agreement.
- k. "Organization/ Apex Body/ Association" shall mean the Organization / Apex Body / Association to be formed in the manner contemplated in this Agreement.
- l. "Other Charges" means stamp duty, registration charges, scanning charges, interest on delayed payment by the Purchaser and any other miscellaneous charges including any additional/future, premium/charge/levy/penalties/surcharge imposed by any authority.
- m. "Parking Space/s" means an exclusive amenity attached to the Flat being 2 parking space/s subject to the location of the Parking Space/s being finalized as stated below and more particularly described in the **Third Schedule** hereunder written.
- n. "Premises means" the flat & parking Space/s
- o. "Sanctioning Authorities" means the PMC and/or any other concerned authority which sanctions the plans, grants permission, etc. for commencement and completion of the construction of the Project.
- p. "Taxes" shall mean such taxes as may be imposed on the Sale Consideration, Contribution, Other Charges including GST, LBT, MVAT or such other taxes as may be imposed by the concerned authorities and shall be subject to revisions as per statutory requirements as may be applicable from time to time without prior

6. **PAYMENTS:**

- 6.1 The Purchaser has paid to the Promoter a sum of **Rs. 16,09,232.00** /- ( **Rupees Sixteen Lakh Nine Thousand Two Hundred & Thirty Two Only** ) out of the Sale Consideration exclusive of taxes (the payment and receipt whereof, Promoter doth hereby admits and acknowledges and acquits, releases and discharges the Purchaser from the payment thereof) being the earnest money / part consideration on or before the execution of this Agreement and agrees to pay the balance sum of **Rs. 1,48,09,826.00** /- ( **Rupees One Crore Forty Eight Lakh Nine Thousand Eight Hundred & Twenty Six Only** ) plus any taxes as applicable in the manner as more particularly set out in **Annexure "I"** hereto annexed, for the Flat only, time being of the essence of this Agreement.
- 6.2 Provided that any deduction of an amount made by the Purchaser on account of Tax Deduction at Source, if any ("**TDS**") as may be required under prevailing law while making any payment to the Promoter under this Agreement, shall be acknowledged/credited by Promoter only upon Purchaser submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site.
- 6.3 Provided further that, if any such certificate is not produced, the Purchaser shall pay equivalent amount as interest free deposit to the Promoter, which deposit shall be refunded by the Promoter to the Purchaser, upon the Purchaser producing such certificate. It is hereby agreed that until receipt of the certificate as aforesaid, the Promoter shall not be liable to handover possession of the Flat to the Purchaser.
- 6.4 Time for payment of the aforesaid installments and other amounts payable under this Agreement shall be of the essence of this Agreement and the Purchaser shall, without prejudice to its other rights available in law and under this Agreement, be liable to pay interest at the rate prescribed under the Act on all delayed payments.
- 6.5 The Purchaser is also, aware that the sale transaction contemplated herein will be subject to Goods and Services Tax ("**GST**") at the applicable rates on the Sale Consideration of the Flat and on all other amounts payable under this Agreement or part thereof. The



Purchaser hereby agrees to pay the applicable Taxes on the Sale Consideration of the Flat and/or the Contribution and Other Charges, payable under this Agreement (as may be levied by the appropriate Government by way of increase in rates or introduction of new levies or in any other manner) to the Promoter, if any, being the amount payable towards the Taxes as and when demanded by the Promoter. The Purchaser hereby also agrees to pay to the Promoter, the said amount together with any increase thereto and/or interest and/or penalty, if any, that may be levied on the payment of the Taxes (prospectively or retrospectively levied by the Competent authority), when demanded by the Promoter.

The aforesaid conditions will form part and parcel of fundamental terms of this Agreement.

- The Sale Consideration is exclusive of Contribution, Other Charges and Taxes as are or may be applicable and/or payable hereunder or in respect of the Flat or otherwise, now or in future. The Purchaser confirms and agrees that the Contribution, Other Charges and Taxes for the Building and for the Project shall be solely borne and paid by the Purchaser and the Purchaser agrees to pay the same when due or demanded, without any demur, objection or set off. The Purchaser shall also fully reimburse the expenses that may be incurred by Promoter consequential upon any legal proceedings that may be instituted by the concerned authority/ies against Promoter or vice versa on account of such liability arising out of non-payment of the aforesaid amounts by the Purchaser. The Purchaser agrees that stamp duty, registration fees in relation thereto as also any reimbursable expenses and / or any other service charges/ taxes / duties / levies / cess / deposits existing or imposed in future by Government or any other statutory / appropriate authorities whether prospectively or retrospectively as per statutory notification shall be borne and paid by the Purchaser alone and the Promoter shall never be liable, responsible and/ or required to bear and/ or pay the same or any part thereof.
- 6.6 In addition to the above, the Purchaser shall also bear and pay such charges, fees, expenses as may be fixed by the Promoter and also the taxes as may be applicable for utilizing the additional facilities and amenities viz. swimming pool, community hall and other structures for the purpose of sports or recreation activities, etc. as

illustrations, provided to the Purchaser or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the Parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the Premises between the Parties hereto including but not limited to Application Form. If there is any inconsistency and repugnancy between the terms and conditions as contained in this Application Form and the Agreement, the terms and conditions as contained in the Agreement shall always prevail.

- 22.2 It is hereby agreed that it shall be the obligation of the Promoter to comply with and fulfil all the obligation, commitments, terms as they may have agreed with their respective purchasers, save and except as set out herein.
- 22.3 The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
- 22.4 Any delay, tolerated or indulgence shown by the Promoter in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment granted to the Purchaser by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice or affect the rights of the Promoter, as the case may be.
- 22.5 If there are more than one Purchaser named in this Agreement, all obligations hereunder of such purchaser shall be joint and several. In case of joint purchasers, failure to pay by any one shall be deemed as failure to pay by all Purchasers and all the Purchasers shall be treated as one single person for the purpose of this Agreement and all Purchasers shall be liable for the consequences jointly as well as severally. All taxes, charges, levies, past, present or future including but not limited to GST or any other impositions, interest, penalties, surcharges or levies, on account of this transaction, or (ii) pro-rata on account of the entire development of the Project, or (iii) on the consideration and other amounts payable by the Purchaser to the Promoter, or (iv) otherwise shall be to the account of the Purchaser alone and the Promoter shall not be liable to pay the same. For the avoidance of doubt, any such

taxes, impositions etc. shall be payable by the Purchaser over and above the consideration of the Flat and the Promoter's decision as

regards the quantum of the same shall be final and binding on the Purchaser.

22.6 In case the Purchaser is residing outside India, the Purchaser shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India, etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, if provided in terms of the this Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any applicable laws. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

22.7 The permanent account number details of the Parties are as follows:

| NAME OF THE PARTY              | PAN DETAILS |
|--------------------------------|-------------|
| ESTEEM CONSTRUCTIONS PVT. LTD. | AAACE1497J  |
| MS. MAGHAN ABIGAIL VARKEY      | AUGPV8578E  |
| MRS. ROSA VARKEY               | ABWPV3817B  |

23. **DISPUTE RESOLUTION AND GOVERNING LAW:**

23.1 All disputes and differences arising out of this Agreement shall be resolved by way of arbitration of a Sole Arbitrator to be appointed by both the parties mutually in accordance with the provisions of Arbitration and Conciliation Act, 1996 (as amended). Award given by the Arbitrator shall be binding on both the parties. Language of the arbitral proceedings shall be English. The place of Arbitration shall be Mumbai.

23.2 This Agreement and any outcome of it is subject to laws of India, Pune jurisdiction.

24. **CONFIDENTIALITY:**

24.1 The Purchaser hereto agrees that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("Confidential Information") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of the Promoter. The confidentiality obligations under this Clause shall survive even after handing over the possession of the Flat and is legally binding on the Purchaser and shall always be in full force and effect.

24.2 The Purchaser shall not make any public announcement regarding this Agreement without prior consent of the Promoter.

24.3 Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:-

- (i) such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating Organization or other recognized investment exchange having jurisdiction over the Parties; or
- (ii) such disclosure is required in connection with any litigation; or
- (iii) such information has entered the public domain other than by a breach of the Agreement.

25. The parties hereby agree that the terms and conditions of this agreement shall supersede any prior oral or written understanding between the parties with respect to the said premises.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(Description of the Larger Property)**

All that piece and parcel of land bearing Old Survey No. 83/A/4/1 corresponding to New Survey No. 83A/4A admeasuring 1 Hectare 21 Ares equivalent to 12,100 Square Meters as per 7/12 Extract situate & having Its corresponding City Survey No 1279 (PART) lying and being at Village Mundhwa, Taluka Pune City, District Pune and within the limits of the Municipal Corporation of Pune and within jurisdiction of Sub-Registrar Haveli Pune.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Description of the said Property)**

All that piece and parcel of land bearing Old Survey No. 83/A/4/1 corresponding to New Survey No. 83A/4A corresponding City Survey Nos. 1279 (PART) admeasuring 10021.73 Square Meters as per modified Commencement Certificate & having Its corresponding to City Survey No 1279 (PART), situate, lying and being at Village Mundhwa, Taluka Pune City, District Pune and within the limits of the Municipal Corporation of Pune and within jurisdiction of Sub-Registrar Haveli Pune bounded as follows, that is to say:

|                         |  |
|-------------------------|--|
| On or towards North by: | 30 Meters wide proposed DP road          |
| On or towards East by:  | Survey No 84 (CTS no 1275)               |
| On or towards West by:  | Survey No 83 Part (CTS 1283 parts)       |
| On or towards South by: | Existing 30 Meters wide proposed DP road |

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Description of the Flat and the Car Parking Space/s)**

"Flat" shall mean Flat No.304 in Wing/Tower A3 admeasuring 101.87 square meters carpet area (as per RERA) [i.e. equivalent to 1096.53 square feet carpet area (as per RERA)] and Exclusive Areas of the Flat [such as Balcony/Veranda/Terrace] admeasuring 15.24 square meters carpet area (as per RERA) [i.e. equivalent to 164.04 square feet carpet area (as per RERA)] and on the 3<sup>rd</sup> floor of the Building 'Atelier Greens' along with 2 Parking Space/s.

Car Parking Space :-  
No. of car parking space:- 2  
Location :- S-147/148  
Type :- STACK

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands, on this \_\_\_\_ day of \_\_\_\_, 2024 hereinabove written.

SIGNED AND SEALED )  
BY WITHINNAMED "PROMOTER" )  
ESTEEM CONSTRUCTIONS PRIVATE LIMITED )  
By the hands of its Authorized Signatory )

1. MR. AMIT DOGRA )

2. MR. KAUSTUBH TAMHANKAR )

authorized by the resolution of its Board of Directors  
in the presence of :

Witness:

1. \_\_\_\_\_

2. \_\_\_\_\_

SIGNED AND SEALED )  
BY WITHINNAMED "PURCHASER/S" )

MS. MAGHAN ABIGAIL VARKEY )

MRS. ROSA VARKEY )

in the presence of )

Witness:

1. \_\_\_\_\_

2. \_\_\_\_\_

## RECEIPT

RECEIVED of and from within named, the Purchaser/s **MS. MAGHAN ABIGAIL VARKEY** and **MRS. ROSA VARKEY** sum of **16,90,506.00 /-** ( **Rupees Sixteen Lakh Ninety Thousand Five Hundred & Six Only** ) being the Earnest money/part consideration amount mentioned in Clause 6.1 of this Agreement.

| Cheque date | Amount (Inclusive of GST) | Cheque no        | Bank Name           |
|-------------|---------------------------|------------------|---------------------|
| 02/03/2024  | 3,00,000.00               | KKBKH24062808851 | KOTAK MAHINDRA BANK |
| 01/02/2024  | 1,00,000.00               | 000357555652     | UPI                 |
| 29/02/2024  | 1,00,000.00               | 406020891296     | KOTAK MAHINDRA BANK |
| 15/4/2024   | 1,09,232.00               | KKBKH24106949860 | KOTAK MAHINDRA BANK |
| 15/4/2024   | 5,00,000.00               | 410523460564     | KOTAK MAHINDRA BANK |
| 15/4/2024   | 5,00,000.00               | KKBKH24106944846 | KOTAK MAHINDRA BANK |
| 15/4/2024   | 81,274.00                 | KKBKH24106943902 | KOTAK MAHINDRA BANK |

**WE SAY RECEIVED**  
**For ESTEEM CONSTRUCTIONS**  
**PRIVATE LIMITED**

\_\_\_\_\_  
Authorized Signatory