

Annexure 'A'
Model Form of Agreement to be entered into between Promoter and Allottee(s)
(See rule 10(1))

EXPLANATORY NOTE

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void *ab-initio*.

Model Form of Agreement

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered at Panvel, on this ____ day of _____, 2022 between **M/S. PRIYA CONSTRUCTION** through Proprietor **MR. DHARMENDRA T. MANANI**, having its registered office at: Shop No. 01, Ashirwad Building, Plot no. B-222/A, Sector 19, Opp. Bus Stop Depot, Koparkhairane, Navi Mumbai, Tal. & Dist. Thane 400709, (PAN NO. _____) hereinafter referred to as the "**PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partner or partners for the time being of the said firm, the survivors or survivor and the heirs, executors, administrators and assigns of the last survivors) of the **ONE PART**;

AND

1) MR. KAILAS SHANKAR CHAVAN Age ____ years having PAN NO. MCPC 5477E & 2) MRS. RAJANI KAILAS CHAVAN Age 51 years having PAN NO. AMGPC 3947G both adults Indian inhabitants residing at _____ hereinafter called "**THE ALLOTTEE/S**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, his/her/their heirs, executors, administrators and assigns) of the **OTHER PART**;

Promoters and Allottee/s shall hereinafter collectively be referred to as the "Parties" and individually as "Party".

WHEREAS According to 7/12 extracts of Village Panvel and Property card of T.I.L.R., Panvel, 1) YAMUNABAI JANA DONGARE, 2) UJJWALA JANA DONGARE, 3) KAVITA SANTOSH PATIL, 4) RESHMA JANA DONGARE, 5) ASMITA SACHIN NAIK alias ASMITA JANA DONGARE, 6) JANARDAN UNDIR BHAGHAT, 7) MAI alias MAIBAI RAVINDRA GHARAT, 8) SUNITA DILEEP PATIL, 9) BHARATI UNDIR BHAGHAT, 10) SANGEETA UNDIR BHAGHAT, 11) MR. RAMDAS RAGHO DONGARE, 12) MR. PUNDALIK RAGHO DONGARE, 13) SMT. MANGALI alias MANGALABAI BANDU BHOIR, 14) SMT. TARABAI

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NARAYAN BOLKE alias **TARABAI RAJARAM BHOIR**, 15) **MR. DATTU** alias **DATTATRAY PADU BHOPI**, 16) **MRS. GULAB SAKHARAM KHARKE** alias **GULAB PADU BHOPI** (herein after referred as **The Original Owners**), are the owners of the land bearing Final Plot no. 16/1 admeasuring about 2126.00 Sq. Mtrs. situated at Panvel, Taluka Panvel, District Raigad (herein after referred as "**the said Plot**").

AND WHEREAS not having the technical knowledge and the financial capability to develop the Said Plot, the Owners are not in a position to develop the Said Plot of land, so they decided to sale it and **M/S. PRIYA CONSTRUCTION** through Proprietor **MR. DHARMENDRA T. MANANI** approach them for same.

AND WHEREAS **SALE DEED** dated 20/01/2022 executed between 1) **YAMUNABAI JANA DONGARE**, 2) **UJJWALA JANA DONGARE**, 3) **KAVITA SANTOSH PATIL**, 4) **RESHMA JANA DONGARE**, 5) **ASMITA SACHIN NAIK** alias **ASMITA JANA DONGARE**, 6) **JANARDAN UNDIR BHAGHAT**, 7) **MAI** alias **MAIBAI RAVINDRA GHARAT**, 8) **SUNITA DILEEP PATIL**, 9) **BHARATI UNDIR BHAGHAT**, 10) **SANGEETA UNDIR BHAGHAT**, as the Vendor therein of ONE PART and **M/S. PRIYA CONSTRUCTION** through Proprietor **MR. DHARMENDRA T. MANANI** as the Purchaser therein of Other Part (hereinafter referred to as "the Promoters/The Developers") and 1) **MR. RAMDAS RAGHO DONGARE**, 2) **MR. PUNDALIK RAGHO DONGARE**, 3) **SMT. MANGALI** alias **MANGALABAI BANDU BHOIR**, 4) **SMT. TARABAI NARAYAN BOLKE** alias **TARABAI RAJARAM BHOIR**, 5) **MR. DATTU** alias **DATTATRAY PADU BHOPI**, 6) **MRS. GULAB SAKHARAM KHARKE** alias **GULAB PADU BHOPI** as Confirming Party of the Other Part in respect of the said Plot and same was registered with the Sub-Registrar of Assurances at Panvel-3 vide its Registration Receipt No. 1166 under Registration Document Serial No. PVL-3-1048-2022 dated 20/01/22.

AND WHEREAS **POWER OF ATTORNEY** dated 20/01/2022 executed between 1) **YAMUNABAI JANA DONGARE**, 2) **UJJWALA JANA DONGARE**, 3) **KAVITA SANTOSH PATIL**, 4) **RESHMA JANA DONGARE**, 5) **ASMITA SACHIN NAIK** alias **ASMITA JANA DONGARE**, 6) **JANARDAN UNDIR BHAGHAT**, 7) **MAI** alias **MAIBAI RAVINDRA GHARAT**, 8) **SUNITA DILEEP PATIL**, 9) **BHARATI UNDIR BHAGHAT**, 10) **SANGEETA UNDIR BHAGHAT**, 11) **MR. RAMDAS RAGHO DONGARE**, 12) **MR. PUNDALIK RAGHO DONGARE**, 13) **SMT. MANGALI** alias **MANGALABAI BANDU BHOIR**, 14) **SMT. TARABAI NARAYAN BOLKE** alias **TARABAI RAJARAM BHOIR**, 15) **MR. DATTU** alias **DATTATRAY PADU BHOPI**, 16) **MRS. GULAB SAKHARAM KHARKE** alias **GULAB PADU BHOPI** as ONE PART and **M/S. PRIYA CONSTRUCTION** through Proprietor **MR. DHARMENDRA T. MANANI** as the Power of Attorney holder of Other Part; which was registered with the Sub-Registrar of Assurances at Panvel-3 vide its Registration Receipt No. 1167 under Registration Document Serial No. PVL-3-1049-2022 dated 20/01/22.

And whereas by virtue of the aforesaid **Sale Deed** and **Power of Attorney**, the Promoters are absolutely seized and possessed of and well and sufficiently entitled to the said plot of land;

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And whereas the aforesaid **Sale Deed** and **Power of Attorney** is with the benefit and right to construct any new building permitted by the concerned local authority;

And whereas the Promoters are entitled and enjoined upon to construct the residential cum commercial buildings on the project land in accordance with the recitals above and as per the plans, designs and specifications for constructing the buildings on the said Plot sanctioned and the development permission granted by ASSISTANT DIRECTOR OF TOWN PLANNING, **Panvel Municipal Corporation**, Panvel, vide (1) Development Permission cum **Commencement Certificate** dated 08/06/2022 bearing reference no. PMC/TP/Panvel/16/1/21-22/16379/1575/2022 and (2) **Amended Development permission along with Commencement Certificate** dated 30/06/2022 bearing reference no. PMC/TP/Panvel/16/1/21-22/16379/1959/2022 in respect of Final Plot no. 16/1 admeasuring about 2126.00 Sq. Mtrs. situated at Panvel, Taluka Panvel, District Raigad in favour of **M/S. PRIYA CONSTRUCTION** including such additions, modifications, revisions, alterations therein, if any, from time to time as may be approved by the Planning Authorities. The copy of the Development Permission cum Commencement Certificate and Amended Development permission along with Commencement Certificate are annexed herewith and marked as the "Annexure **A-1 & A-2**";

And whereas the Promoters have proposed to construct on the project land a **building known as "SAI AURA" consisting of A & B Wing with Ground/Stilt plus 06 (Six) upper floors, C & D Wing with Ground/Stilt plus 06 (Six) upper floors, for residential cum commercial use**, on 'Ownership Basis' to the prospective buyers;

And whereas the Allottee(s) is/are offered a Flat/Shop bearing number 504 admeasuring 47.998 Sq. Mts. carpet area on the 5th Floor in D Wing (hereinafter referred to as "THE SAID FLAT/SHOP") of the Building project called "**SAI AURA**" (hereinafter referred to as "**THE SAID BUILDING**") being constructed on the said project land by the Promoters;

And whereas the Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

And whereas the Promoters have appointed a structural Engineer for the purpose to prepare the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the building(s);

And whereas by virtue of the aforesaid Agreements, the Promoters have sole and exclusive right to sell the Flats, Shops and Other Units in the proposed building(s) to be constructed by the Promoters on the project land and to enter into Agreement(s) with the Allottee(s) of the said Flats, Shops and Other Units therein and to receive the sale price in respect thereof;

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And whereas on demand from the allottee(s), the Promoters have given inspection to the Allottee(s) of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under.

And whereas the authenticated copy of Certificate of Title dated **08/08/2022** issued by the **ADVOCATE. ABHIMANYU H. JADHAV** of the Promoters, showing the nature of the title of the Promoter to the project land on which the Flats/Shops are to be constructed have been annexed hereto and marked as "**Annexure-B**".

And whereas the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as "**Annexure-C**";

And whereas the authenticated copies of the plans and specifications of the Flat/Shop agreed to be purchased by the Allottee(s), as sanctioned and approved by the local authority have been annexed and marked as "**Annexure-D**";

And whereas the Promoters have got the approval from the concerned local authority(s) for the plans, the specifications, elevations, sections and of the said building(s) so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

And whereas while sanctioning the said plans, the concerned local authority and/or the Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed, abide and performed by the Promoters while developing the project land and the said building and upon due observance and performance of which, the completion or occupancy certificate in respect of the said building(s) shall be granted by the concerned local authority;

And whereas the Promoters have accordingly commenced construction of the said building/s in accordance with the said proposed plans;

And whereas The Promoter has entered into a prescribed Agreement with the Architect **MR. _____ (M/S. Nagarkar & Associates)** registered with the Council of Architects and also appointed **MR. _____ (_____)** as Structural Engineers for preparing structural designs and drawings and specifications of the building to be constructed on the said Plot and the Purchaser/s accept the professional supervision of the said Architect and the said Structural Engineer till the completion of the building unless otherwise changed;

And whereas the Allottee(s) have applied to the Promoters for allotment of a Flat/Shop bearing number _____ on the _____ Floor in _____ Wing of the said building project known as "**SAI AURA**" being constructed on the said Project land;

And whereas the carpet area of the said Flat/Shop is _____ in _____ Wing Sq. Mts. and "Carpet Area" means the net usable floor area of Flat/Shop, excluding the area covered by the external walls, areas under service shafts, exclusive balcony area of _____ Sq. Mts.

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: 6 :

1) The Promoters shall construct the said building project to be known as "SAI AURA" constituting **A & B Wing with Ground/Stilt plus 06 (Six) upper floors, C & D Wing with Ground/Stilt plus 06 (Six) upper floors, for residential cum commercial use** on the project land in accordance with the plans, designs and specifications approved by the concerned local authority and which have been seen and approved by the Allottee(s) with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned local authority/Government to be made in any of the Premises, provided that the Promoters shall have to obtain prior consent of the Allottee(s) in writing, in respect of such variations or modifications which may adversely affect the Flat/Shop of the Allottee(s) except any alteration or addition required by any Government authorities or due to change in law.

2) The Allottee(s) hereby agree(s) to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee(s) the said **Flat/ Shop bearing No. 504** in **D Wing admeasuring 47.99 Sq. Mts. carpet area on the _____ Floor in _____ Wing of the said building project known as "SAI AURA"** hereinafter referred to as "THE SAID FLAT/SHOP" and more particularly described in the "Second Schedule" hereunder written and as shown in the floor plan thereof hereto annexed and marked as "Annexure-D" for a lump sum price of **Rs. 44,99,000/- (Rupees Forty Four Lakh Ninety Nine Thousand only)** including and being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule written hereunder.

3) The Allottee(s) have paid on or before execution of this agreement a sum of **Rs. _____ (Rupees _____)** as advance payment or application fee and hereby agree(s) to pay to the Promoters the balance amount of **Rs. _____ (Rupees _____)** Only in the following manner:

PAYMENT SCHEDULE

Sr. No.	Details	Percentage
1	At the time of Booking	10%
2	On Execution of Agreement	10%
3	On Completion of Plinth	15%
4	On Completion of 1 st Slab	10%
5	On Completion of 2 nd Slab	05%
6	On Completion of 3 rd Slab	04%

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7	On Completion of 4 th Slab	04%
8	On Completion of 5 th Slab	04%
9	On Completion of 6 th Slab	04%
10	On Completion of 7 th Slab	04%
11	On Completion of Brick Work	05%
12	On Completion of Internal Work	05%
13	On Completion of External Work	05%
14	On Completion Flooring Work	05%
15	On Completion of Plumbing Work	05%
16	On Possession	05%
	GRAND TOTAL	100%

- 4) The Total Purchase Price mentioned above excludes tax (consisting of tax paid or payable by the Promoters by way of Goods and Service Tax (GST) and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Flat/Shop.
- 5) The Total Price is escalation-free, save and except escalations/ increases, due to increase in account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority local bodies/ Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee(s) for increase in development charges, cost, or levies imposed by the competent authorities etc. the Promoters shall enclose the said notification/ order/rule/regulation published /issued related to or in that behalf to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.
- 6) The Promoters may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee(s) by discounting such early payments at the rate of 6% (Six Percent) per annum for the period by which the respective instalment has been prepaid. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoters.
- 7) The Promoters shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of (Three Percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters.

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: 25 :

MR. DHARMENDRA T. MANANI
Registered office at: Shop No. 01, Ashirwad Building, Plot no. B-222/A, Sector 19,
Opp. Bus Stop Depot, Koparkhairane, Navi Mumbai, Tal. & Dist. Thane 400709.

Notified Email ID -

It shall be the duty of the Allottee(s) and the promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post, failing which, all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee(s), as the case may be.

- 72) That in case there are Joint Allottees, all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
- 73) The charges towards stamp duty and Registration of this Agreement for sale shall be borne and paid by the Allottee(s) only.
- 74) Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
- 75) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Panvel, District-Raigad will have the jurisdiction for this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

Description of the Land / the Said Property

ALL THAT piece or parcel of land known as Final Plot no. 16/1 situated at Panvel, Taluka Panvel, District Raigad, admeasuring about 2126.00 Sq. Mtrs. or thereabouts (TALUKA AND REGISTRATION SUB-DISTRICT PANVEL, DISTRICT AND REGISTRATION DISTRICT RAIGAD along with PANVEL MUNICIPAL CORPORATION). The said Land is bounded as follows:

On or towards the North by :	60 Feet Old Thane Road
On or towards the South by :	Final Plot No. 534
On or towards the East by :	Final Plot No. 15
On or towards the West by :	Final Plot No. 16/2

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THE SECOND SCHEDULE ABOVE REFERRED TO

Description of the Flat / Shop

ALL THAT PREMISES, being **FLAT NO. 504** measuring about **47.998** sq. mtrs. of Carpet area, on the **5TH FLOOR**, in the Wing- '**D**' of Building no - **---** in the project named as "**SAI AURA**", being constructed on the Land of land referred to in the **SECOND SCHEDULE** above written, together with the amenities and all common facilities as provided therein and/or appurtenances thereto, as shown in the **FLOOR PLAN** thereof hereto annexed. (All the areas mentioned herein are indicative and are approximate areas and that the ALLOTTEE/S herein has/have agreed to buy the said **FLAT** as a whole and not on the basis of the said indicative area)

THE THIRD SCHEDULE ABOVE REFERRED TO

Description of the common areas

1. **Flooring:** 2"x2" Vitrified Flooring in entire Flat.
2. **Doors:** Laminate Flush Doors with elegant handles and locks Backlight doors for all bath & WC.
3. **Kitchen:** Sleek Granite Platform with Stainless steel sink & Ceramic tiles dado upto ceiling on platform.
4. **Walls/Paint:** Gypsum/POP finished walls with OBD paint in entire Flat Good Quality 100% Acrylic paint on external walls.
5. **Electrification:** Sufficient electric points with branded switch in all rooms Provision for Cable TV/ Telephone connection In Living Room.
6. **Windows:** Powder Coated Aluminum sliding windows with colour glass.
7. **Toilets:** Designer Toilets with marble window sill Tiles Dado upto full height, Granite Door Frames Concealed Plumbing Quality C.P. & Sanitary Fitting of Reputed Make.
8. **Water Tank:** Underground and Overhead Water Tank adequate storage Capacity.

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Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :
P52000047859

Project: **SAI AURA** , Plot Bearing / CTS / Survey / Final Plot No.: **16/1 at Panvel, Panvel, Raigarh, 410206.**

1. Mr./Ms. Dharmendra Tulshibhai Manani son/daughter of Mr./Ms. TULSHIBHAI MANANI Tehsil: **Thane, District: Thane, Pin: 400709**, situated in State of Maharashtra.
2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from **28/11/2022** and ending with **31/12/2027** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasan V. Fernand Prabh
(Secretary, MARRERA)
Date:28-11-2022 11:11:12

Dated: **28/11/2022**
Place: **Mumbai**

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



PRIYA CONSTRUCTION

Sai Aura, Flat no.504,D-wing,5th Floor Plot no.
16/1,Old Thana naka Road,Panvel
2BHK (47.998 Sqmt) COST SHEET

<u>FLAT AGREEMET VALUE</u>	<u>4499000/-</u>
<u>STAMP DUTY (7%)</u>	<u>308000/-</u>
<u>REGISTRATION</u>	<u>30000/-</u>
<u>GST</u>	<u>44990/-</u>
<u>DEVELOPMENT CHARGES</u>	<u>310200/-</u>
<u>CLUB MEMBERSHIP</u>	<u>150000/-</u>
<u>SOCIETY CHARGES</u>	<u>100000/-</u>
<u>TOTAL</u>	<u>5164990/-</u>

For PRIYA CONSTRUCTION


Proprietor



PANVEL MUNICIPAL CORPORATION

Tal.- Panvel, Dist.- Raigad, Panvel -410 206.

E mail - panvelcorporation@gmail.com

Tel - (022) 27458040/41/42

No.PMCT/P/Panvel/16/121-22/16379/1/9 59 /2022

Date : 30/06 /2022

To,

M/s. Priya Construction Through
Proprietor Mr. Dharmendra T. Manani,
Plot No. B-222/A, Shop No. 1,
Ashirwad Building, Sector- 19,
Opp. Bus Stop Depot, Koparkhairane,
Navi Mumbai 400 709.

SUB :- Amended Development Permission for Residential cum Commercial Building on Final Plot No.- 16/1, At.- Panvel, Tal.- Panvel, Dist.- Raigad.

- REF :-** 1) Your Architect's application no. 14030, Dated 16/06/2022.
2) Development Permission granted by this office vide letter no. PMCT/P/Panvel/16/121-22/16379/1575/2022, Dated 08/06/2022.
3) Height Clearance NOC issued by AAJ vide letter No. NAV/MWEST/B/031422/660455, Dated 19/04/2022.

Sir,

Please refer to your application for Amended Development Permission for Residential cum Commercial Building on Final Plot No.- 16/1, At.- Panvel, Tal.- Panvel, Dist.- Raigad. The Amended Development permission is hereby granted to construct Residential cum Commercial Building on the plot mentioned above.

The Developers / Builders / Owners shall take all precautionary measures for prevention of Malaria breeding during the construction period of the project. If required, you can approach Health Department PMC, for orientation program and pest control at project site to avoid epidemic.

You have to pay the necessary charges due to GST if applicable in future as per Panvel Municipal Corporation policy and as informed to you in writing and if not paid the permission granted will be revoked.

You will ensure that the building materials will not be stacked on the road during the construction period.

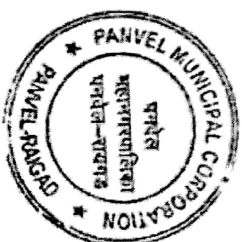
It is well aware that the State of Maharashtra is threatened with the spread of COVID-19 Virus and therefore, to take certain emergency measures to prevent and contain the spread of the virus the Govt. of Maharashtra & Hon. Commissioner, PMC issued the guidelines from time to time. Considering these facts, this C.C. / Plinth checked Certificate / O.C. is issued, subject to strict compliance of terms & conditions as mentioned in Annexure-A attached herewith.

Thanking you,

मा. अशुभराव धर्तरे भंडारी तुसाव

Assistant Director of Town Planning
Panvel Municipal Corporation

- C.C.TO:- 1) Architect,
M/s. Nagarkar & Associates,
C-112, 1st Floor, Munoth Residency,
Opp. H.O.C. Colony, Thana Naka Road,
Panvel 410 206.
2) Ward Officer,
Prabhaag Samal, 'A, B, C, D'
Panvel Municipal Corporation, Panvel.





PANVEL MUNICIPAL CORPORATION

Tal.- Panvel, Dist.- Raigad, Panvel-410 206.

E mail - panvelcorporation@gmail.com

Tel - (022) 27458040/41/42

No.PMC/TP/Panvel/16/1/21-22/16379/1957 12022

Date : 30/06/2022

AMENDED COMMENCEMENT CERTIFICATE

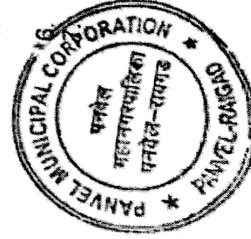
Permission is hereby granted under section - 45 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXV/II of 1966) to, M/s. Priya Construction Through Proprietor Mr. Dharmendra T. Manani. As per the approved plans and subject to the following conditions for the development work of the Proposed Residential cum Commercial Building (A & B wing- Ground + 06 Upper Floors, C & D wing- Stilt + 6 Upper Floors) on Final Plot No.- 16/1, At.- Panvel, Tal.- Panvel, Dist.- Raigad. (Plot Area = 2126.00 Sq.mt., Residential Built Up Area = 5173.20 sq.mt., Commercial Built Up Area = 255.22 sq.mt., Total Built Up Area = 5428.42 sq.mt.)

(No. of Residential Unit - 104 Nos., Commercial Unit - 06 Nos.,
No. of Total Unit - 110 Nos.)

- 1. This Certificate is liable to be revoked by the Corporation if:-**

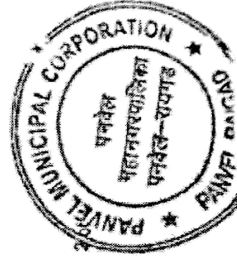
 - 1(a)** The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the Sanctioned plans.
 - 1(b)** Any of the conditions subject to which the same is granted or any of the restrictions imposed upon by the corporation is contravened.
 - 1(c)** The commissioner is satisfied that the same is obtained by the applicant through fraud or Misrepresentation and the applicant and / or any person deriving title under him, in such an event shall be deemed to have carried out the development work in contravention of section - 43 or 45 of the Maharashtra Regional and Town Planning Act- 1966.
- 2. The applicant shall:-**

 - 2(a)** The Owner / Applicant shall give intimation in the prescribed form in Appendix-F of UDCPR 2020 after the completion of work up to plinth level.
 - 2(b)** Give written notice to the Corporation regarding completion of the work.
 - 2(c)** Permit authorized officers of the Corporation to enter the building or premises for which the permission has been granted, at any time for the purpose of ensuring the building control Regulations and conditions of this certificate.
 - 2(d)** Obtain Occupancy Certificate from the Corporation.
- 3. The structural design, building materials, installations, electrical installations etc. shall be in accordance with the provision (except for provision in respect of floor area ratio) as prescribed in the National Building Code.**
- 4. The Commencement Certificate shall remain valid for a period of 1 year from the date of issue and can be further revalidated as required under provision of section 48 of MRTTP Act- 1966. This Commencement Certificate is renewable every year but such extended period shall be in no. case exceed three years provided further that such lapse shall not be any subsequent applicant for fresh permission under Section 44 of the Maharashtra Regional & Town Planning Act, 1996.**
- 5. The conditions of this certificate shall be binding not only on the applicant but also on its successors and/or every person deriving title through or under him. Prior Permission is necessary for any deviation / Change in Plan. The Owner / Developer shall install the Rain Water Harvesting system as per UDD's notification No. TPBI/432001/2133/CR-230/01/UD-II, Dated 10/03/2005 & section 13.3 of UDCPR- 2020.**



- a) The owner/society of every building mentioned in the (a) above shall ensure that the Rain water harvesting System is maintained in condition for storage of water for non-potable purposes or recharge of groundwater at all times.
- b) The Authority may impose a levy of not exceeding Rs. 1000/- per annum for every 100 Sq. m. of built up area for the failure of the owner of any building mentioned in the (a) above to provide or to maintain Rain water Harvesting structures as required under these regulations. Failure to provide Rain Water Harvesting System shall be deemed as breach of the conditions on which the development permission has been granted. As per provisions of section 13.2, 13.4, 13.5 of UDCPR-2020, the applicant / owner / developer shall install SWH / RTPV, Grey Water Recycling Plant and solid waste management system and requisite provisions shall be made for proper functioning of the system.
9. Action should be taken as per Section 42A (2) of Maharashtra Land Revenue Act, 1966.
10. The applicant and The Architect shall strictly adhere to the condition mentioned in Fire NOC for Lift.
11. The Owner / Developer shall obtain all the necessary final NOC's /completion certificates / clearance relating to water supply, sewerages, SWD, Tree, CFO etc. from Panvel Municipal Corporation/CIDCO and submit the same to Panvel Municipal Corporation before applying for Occupancy Certificate for the building on the land under reference.
12. This Commencement Certificate issued to subject to condition that owner of the said plot to obtain Sub-plot Demarcation plan from the competent Authority.
13. No work should be started unless the existing structures area to be demolished with utmost care.
14. The Owner / Developer & the Architect and Structural Engineer concerned are fully responsible for the construction quality of the building as per approved building plan. Structural design, Stability building construction quality, which should confirm to with stand an earthquake of highest intensity in seismic zone IV.
15. The building constructed should not be occupied without obtaining Occupation Certificate. Otherwise it will be treated as unauthorized use and necessary action as per law will be taken.
16. The Owner Developer & the architect are fully responsible for any Ownership. Area & Boundary disputes. In case of any dispute Panvel Municipal Corporation will not be responsible.
17. F.S.I. Calculation submitted in the drawings shall be as per UDCPR- 2020. If any discrepancy observed, the Architect will be held responsible and liable for necessary action.
18. The Owner / Developer shall be fully responsible for any Court Matter if pending in the Court and the order from Hon. Court shall be binding on the applicant.
19. In case of revised permission wherever third party interest is created by way of registered agreement to sale or lease etc. of the apartment, concern of such interest party / person as specified under RERA act. shall be submitted.
20. The Owner / Developer shall be fully responsible if any objection raised by the flat owner to whom applicant has sold the unit as per previous Commencement Certificate. It is Mandatory to provide Temporary Toilet to labourers at site during construction period.
22. It is mandatory for the institution to take safety measures while the construction is under progress with respect to the educational activities going on in the respective site.
23. It is mandatory that the Natural course of water flowing through the plot should be channelized and maintained by the applicant.
24. As per Govt. of Maharashtra memorandum vide No. TBP/4393/1504/C4-287/94, UD-11/RDP, Dt. 19th July, 1994 for all buildings following additional conditions shall apply.
 - i) As soon as the development permission for new construction or re-development is obtained by the Owners/Developer, he shall install a 'Display Board' on the conspicuous place on site indicating following details :-
 - a) Name and address of the owner/developer, Architect and Contractor.

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- b) Survey Number/City survey Number, Plot Number/Section & Node of Land under reference along with description of its boundaries.
- c) Order Number and date of grant of development permissions or development permission issued by the Planning Authority or any other authority
- d) Number of Residential flats/Commercial Units with areas.
- e) Address where copies of detailed approved plans shall be available for inspection.

25. A notice in the form of an advertisement, giving all the details mentioned in a) above, shall be published in two widely circulated newspapers one of which should be in regional language.

As per the notification dtd. 14th September 1999 and amendment on 27th August 2003, issued by Ministry of Environment & Forest (MOEF), Govt. of India and as per Circular /P.No.27/JD-20, dtd. 27/02/2004, for all Buildings following additional conditions shall apply.

26. The owners / Developers shall use fly ash Bricks or Blocks or Tiles or Clay fly ash Bricks or cement fly ash bricks or blocks or similar products or a combination of aggregate of them to the extent of 100% (by volume) of the total bricks, blocks & Tiles as the case may be in their construction activity. The building material in reconstruction case or soil removed from the trenches should not be dumped or stored on municipal road. It should be dumped or stored on site as would be decided by the concern Ward Officers of Panvel Municipal Corporation.

27. The Owner / Developer should fulfill all the health related provisions mentioned in the "Implementation of Ant larval & Mosquito Prevention Activities during and after construction and Tree Authority Bye-Laws 1966" The special mention is for mosquito prevention activities, construction of over-head tanks, debris removal and the sanitary conditions of drainage etc. Workers should be accommodated at a distance of 25 to 35 feet from the protective walls of adjacent buildings on all sides of the construction site and also from the place where excavation has started. The developer should also arrange accommodation as per the standard in Section 34 of the Building and Other Construction Workers (Employment Regulation and Conditions of Service) Act, 1936.

28. - Accommodation :-
1. The employer shall provide, free of charges and within the work site or as near to it as may be possible, temporary living accommodation to all building workers employed by him for such period as the building or other construction work is in progress.

2. The temporary accommodation provided under sub-section (1) shall have separate cooking place, bathing, washing and lavatory facilities.

3. As soon as may be, after the building or other construction work is over, the employer shall, at his own cost, cause removal or demolition of the temporary structures erected by him for purpose of providing living accommodation cooking place or other facilities to the building workers as required under sub-section (1) and restore the ground in good level and clean condition.

4. In case an employer is given any land by a Municipal Board or any other local authority for the purposes of providing temporary accommodation for the building workers under this section, he shall, as soon as may be after the construction work is over, return the possession of such land in the same condition in which he received the same.

29. The workers' quarters should be 25 to 35 feet away from the trees on the construction site so that if the tree falls, the workers' residence will not be endangered.

30. Special care should be taken to ensure that the colony on the construction site is not endangered by electricity and fire.

31. In construction sites where rivers, streams, nallas and natural water streams are in operation, special care should be taken for the safety of the workers and their place of residence should be 50 feet away from such streams.

UTP/number/121-22/16376/2022





Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :

P52000047859

Project: SAI AURA , Plot Bearing / CTS / Survey / Final Plot No.: 16/1 at Panvel, Panvel, Raigarh, 410206;

1. Mr./Ms. **Dharmendra Tulshibhai Manani** son/daughter of Mr./Ms. **TULSHIBHAI MANANI** Tehsil: **Thane, District: Thane, Pin: 400709**, situated in State of Maharashtra.
2. This registration is granted subject to the following conditions, namely:-
 - o The promoter shall enter into an agreement for sale with the allottees;
 - o The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - o The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- o The Registration shall be valid for a period commencing from **28/11/2022** and ending with **31/12/2027** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - o The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - o That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasanth Armanand Prabhu
(Secretary, MahaRERA)
Date: 28-11-2022 11:11:12

Dated: **28/11/2022**
Place: **Mumbai**

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

