

AGREEMENT FOR SALE

This Agreement for Sale is made and entered into at Khalapur, Raigad, Maharashtra on the ____ day of _____, Two Thousand and Twenty Four,

BETWEEN

M/S. WELLWISHER PROPERTIES, a registered partnership firm, (PAN:AACFW4134F) having its registered office address at Shakti Arcade, office no 5 & 6, Plot No. 5, Sector 19D, Vashi, Navi Mumbai - 400 705, through its authorized partner **SHRI. CHANDRAKANT MOHANLAL BHANSALI**, (the "*Promoter*") (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include the Partner or Partners for the time being of the said firm, their survivor or survivors, heirs, executors, administrators and assigns of such last survivor) of the **ONE PART**;

AND

Mr. Amit Balakrishna Kharade And Mrs. Trupti Amit Kharade, individual aged about 39 Years And 36 Years respectively, (PAN No.BYSPK0625E And PAN No. BCJPP3497C respectively), residing at Varun Vihar Township, B-201, Maner Mala, Uchgaon, Dist. Kolhapur, Maharashtra 416005, (the "*Purchasers*") (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include his/her/their respective legal heirs/ executors, administrators, assigns and nominee) of the **OTHER PART**.

(Party to One Part and Party to Other Part are collectively hereinafter referred to as "*Parties*")

Whereas

- A. Vide Land contribution agreement dated 06.01.2017(the "*Land Contribution Agreement*"), M/s. C. Bhansali Developers Pvt. Ltd has contributed all the piece and parcels of land bearing C.T.S No. 2480 admeasuring 27,100 sq.mtrs and thereabouts, situated at Mauje- Varose at Taluka Khalapur, District Raigad (the "*said total land*") more particularly described in "First Schedule" in form of capital contribution in the Promoter firm. The said Land contribution



agreement dated 06.01.2017 is registered with the Sub-Registrar of Assurances, Khalapur bearing Reg. No.KLR-52-2017. Accordingly the Promoter is the absolute owner of and in possession of the said total land. A lay out of the said total land is appended hereto as '**Annexure-1**'. A copy of the property card of the said total land is appended hereto as '**Annexure-2**'.

- B. Vide order dated 23.09.2016 issued by Khopoli Municipal Council M/s. C Bhansali Developers Pvt. Ltd has obtained the Non-Agricultural permission in respect of the said total land as per the terms and conditions more specifically mentioned therein.
- C. Vide letter dated 26.09.2016 bearing ref no. KMC/BANVI/BANP/1802/2882 issued by Khopoli Municipal Council, M/s. C Bhansali Developers Pvt. Ltd has obtained Commencement Certificate and sanction of layout plan/ building plan to be constructed on said total land. Accordingly Promoter is entitled to construct Eight (08) residential cum commercial buildings having (Ground + 8 floors) along with club house having (G+1 floor) and municipal council office (the "**reservation building**").
- D. Vide letter dated 05.05.2017 bearing ref no. KMC/PWD/DP/219/514 And Vide letter dated 05.12.2018 bearing ref no. KMC/PWD/DP/3330 issued by Khopoli Municipal council, the Promoter has obtained revised Commencement Certificate and sanction layout plan/building plan to be constructed on said total land. Accordingly Promoter is entitled to construct Eight (08) residential cum commercial buildings having (Ground + 8 floors) along with club house having (G+1 floor) and municipal council office (the "**reservation building**") on the said total land utilizing 27,998.66 sq.mtrs FSI out of the available 61,602.33 sq. mtrs (including 28,774 sq.mtrs FSI on land plus 20% premium paid FSI of 4795.69 sq.mtrs plus 458 sq. mtrs se back to existing DP roadplus TDR of 27,575 sq.mtrs). The TDR is yet to be obtained by Promoter. A copy of Commencement Certificate is appended hereto as '**Annexure-3**'.
- E. Vide letter dated 7/7/2017 issued by Environment Department, Government of Maharashtra. The Promoter has obtained Environment Clearance Certificate.
- F. Vide letter dated 19.12.2016 issued by Directorate of Maharashtra Fire Services bearing ref. no. MFS/0096/16/652, M/s. C. Bhansali Developers Pvt. Ltd has obtained Provisional No-Objection Certificate for Proposed construction on said total land.



- G. The Promoter has informed to the Purchaser that the Promoter intends to construct additional (02) buildings on the said total land by utilising the balance FSI of 33,603.67 sq.mtrs for which Promoter shall apply for sanction of layout plan/ building plan and obtain separate commencement certificate before the competent town planning authority in due course of time.
- H. The Promoter is thereby entitled to construct ten residential cum commercial buildings comprising of 2 phases of Ground plus 8 upper floors consisting a total of 900 apartments, 18 shops, one club house and a municipal council office utilizing 61602.33 sq. mtrs of floor space index (the "*said entire project*") known as "**WELLWISHER TOWN**". The said entire project is more particularly described in "**Second Schedule**". The Purchaser has seen the provisional plan of 10 buildings and is aware that such additional buildings shall be constructed by promoter in future.
- I. The Promoter has enjoined upon to construct 10 residential buildings of upto eight upper floors along with amenities as per sanctioned plan (wherein some number of building together shall constitute a separate phase read as phase I and phase II) tabulated as below:

(PHASEWISE DETAILS OF CONSTRUCTION OF BUILDINGS)

Phase	Building No.
I	1,2,3,4,5,6,7,8, clubhouse, municipal council office
II	9,10

- J. The Purchaser demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents of title including copies of the all development permissions and sanctioned plans. "Certificate of Title" dated 14.03.2017 issued by the Advocate Pankaj Gawande and Associates relating to the said total land is appended hereto as '**Annexure-4**' and of such other documents as are specified under applicable statute and rules and regulations. In addition the Purchaser has also perused the 'Architect Certificate' and the drawing certifying the carpet area of various units along with limited common area in respect of each unit. The Purchaser has also seen proposed layout plan which is to be developed on said total land. Besides a copy of all such documents are available at the site office and is available for



verification by the Purchaser after giving a reasonable notice.

- K. The Promoter has entered into prescribed agreement with Architect registered with the Council of Architect being “ERY SPACES” having address at 505, New Parvati Apartment, L.T. Road, besides Municipal Dispensary Dahisar(west), Mumbai-400 068.
- L. The Promoter has entered into a prescribed agreement with Contractor M/s. Shreeji Enterprises, having its office address at 905, Mayuresh Chamber, Plot No. 60, Sector-II, Near Railway Station, CBD Belapur, Navi Mumbai to carry out construction of buildings on said total land.
- M. The Promoter has appointed a Structural Engineer “ADHARSHILA CONSULTANTS” having address M/s. Adharshila Consultants, 126, CFC Building-2, APMC Market-2, Sector-19, Vashi, Navi Mumbai-400705 for the preparation of the structural design and drawings of the building.
- N. The Promoter has expressed its intention to dispose of the flats being constructed in the said entire project on outright sale to the prospective buyers upon such terms and conditions as are mutually agreed by and between the parties.
- O. The Purchaser applied to the Promoters vide request letter dated 15.10.2024 for allotment of ‘Flat No.605, admeasuring carpet area 44.97 sq. mtrs. on 6th floor in the Building No. 6 constructed on 1st phase of the said entire project(the “*said unit*”) which is more particularly described in “Third Schedule”. A copy of Floor Plan is appended hereto as ‘Annexure- 5’ and the said unit is marked in the floor plan. In addition, without any further monetary consideration, the Purchaser is entitled to balcony of 8.51 sq. mtrs being ancillary area (the “*additional area*”) marked separately in the floor plan appended as ‘Annexure-5’. Chart showing amenities in the said entire project is more particularly described in “Fourth Schedule”.
- P. The Promoter has represented to the Purchaser as under:
- (a) The Promoter shall apply for Development permission cum commencement certificate for sanction of proposed plan of additional 2 buildings (Phase II) to be constructed on said total land.
 - (b) The Common amenities as specified in **Fourth Schedule** to be



constructed on said total land are to be shared among the Purchasers of all the phases including all buildings in the said entire project.

- Q. The Promoter has registered the said entire project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at under Registration no.P52000000721. A copy of the certificate of registration is appended hereto as 'Annexure-6'.
- R. The Purchaser has offered to pay to the Promoter a sum Rs.27,28,971/-(Rupees Twenty Seven Lakh Twenty Eight Thousand Nine Hundred Seventy One Only) for the transfer of said unit in name of Purchaser which the Promoter has accepted upon such terms and conditions as contained in this agreement. Before the execution of these present the Purchaser has paid to the Promoter a sum of Rs.2,00,000/-(Rupees Two Lakh Only) being "booking advance" of the said unit agreed to be sold by the Promoter to the Purchaser the receipt whereof the Promoters do hereby admit and acknowledge. The Purchaser has agreed to pay to the Promoter balance consideration in the manner and upon the terms and conditions hereinafter appearing.
- S. Vide letter dated 05.01.2021 issued by Khopoli Municipal Khopoli bearing approval no. KMC/ Nagar Rachana/Va.P/1834. The Promoter has received the Occupancy Certificate of building No. 6. (A copy of Occupation Certificate is appended hereto as 'Annexure-7').

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

1. PROJECT:

- 1.1 The Promoter shall under normal conditions develop the said entire project in accordance with the plans, designs, specifications approved by the competent authority and which have been seen and approved by the Purchaser with only such variations or as may be required by the competent authority or the Government.
- 1.2 If required, the Promoter shall carry out minor modifications as may be deemed fit. The Promoter shall also be entitled to carry out the amendment to the plan resulting in any addition / alteration to the existing floors due to additional FSI being available or otherwise. In such cases the Promoter shall



seek prior consent of the Purchaser, if such addition / alteration is adversely affecting the unit allotted to the Purchaser.

- 1.3 The Promoter proposed to further construct additional two (2) buildings on the said total land in future by using the balance available FSI of 33603 sq. mtrs for which the Promoter shall apply for development permission and commencement certificate before competent authority in due course of time. The layout plan consisting of all ten (10) buildings have been shown to Purchaser and accordingly the Purchaser has given its consent to the Promoter to develop the said total land by utilizing total potential FSI of 61602.33 sq. mtrs as per plan sanctioned by Khopoli Municipal Corporation from time to time.

2. DESCRIPTION OF UNIT:

- 2.1 The Purchaser hereby agrees to purchase from Promoter and Promoter hereby agrees to sell to the Purchaser Flat No. "605" of carpet area admeasuring 44.97 sq.mtrs. On 6th floor in Building no. "6" in the 1st phase ("*said unit*") marked in the floor plan appended as 'Annexure-5' (which includes net usable floor area and the area covered by the internal partition walls of the unit). In addition, without any further monetary consideration, the Purchaser is entitled to balcony of 8.51 sq.mtrs, being ancillary area (the "*additional area*") marked separately in the floor plan appended as 'Annexure-5'. The aggregate of carpet area and additional area is the "*gross usable area*" totalling to 53.48 sq. mtrs available for use by the Purchaser.
- 2.2 The fixtures, fittings and amenities to be provided by the Promoter in the said unit are appended hereto as 'Annexure-8'. The Promoter shall not be obliged to accept or accede to any request from the Purchaser for making any changes in the amenities to be provided by the Promoter.

3. CONSIDERATION:

- 3.1. It is mutually agreed by and between the parties that consideration for sale of said unit shall be of Rs.27,28,971/- (Rupees Twenty Seven Lakh Twenty Eight Thousand Nine Hundred Seventy One Only) (the "*said consideration*"). The said consideration amount excludes the taxes and other statutory payments which are to be paid separately by Purchaser. The Purchaser is



aware and accepts that the consideration between the parties as above is determined after passing on the benefit of credit of GST on the input cost to the Purchaser.

3.2. The Purchaser has negotiated the consideration as mentioned herein above by offering to pay to the Promoter consideration in the following manner which has been accepted by the Promoter:

Sr. No.	Particulars	Cheque No./NEFT No.	Flat Consideration
1	On Booking 15.10.2024	IMPS:REC:4289173314 51	10,000
2	1 st Payment as on 18.10.2024	UPI:REC:42928414616 5	90,000
3	2 nd payment as on 18.10.2024	UPI:REC:4292455992 43	5,000
4	3 rd payment as on 18.10.2024	UPI:REC:4292454084 3	95,000
5	4 th payment as on 25.10.2024	197379	72,897
6	Balance Payment as on 31.10.2024	-	24,56,074
	Total		27,28,971

3.3. Purchaser hereby agrees to pay the escalation on said consideration on following grounds:

- (a) Any increase on account of development charges payable to the competent authority.
- (b) Any other increase in charges which may be levied or imposed by the competent authority from time to time.
- (c) Additional cost/charges imposed by the competent authorities,
- (d) The Promoter may charge the Purchaser separately for any upgradation/ changes specifically requested by the Purchaser in fittings, fixtures and specifications and any other facility.
- (e) The purchaser shall make the payment to the Promoter within 45 days from the date of booking. In the event the Purchaser/s fails to



make the payment to the Promoter as per agreed Schedule mentioned hereinabove, due to any reason, the Purchaser/s hereby agrees to pay interest from the date of non-payment of the said amount.

4. ADDITIONAL CHARGES:

The Purchaser shall, on or before delivery of possession of the said unit pay to the Promoter the following amounts if any.

- (a) Proportionate share of taxes and other charges/ levies in respect of the Confederation.
- (b) Expenses towards water, electric and other utility and services connection charges.
- (c) Expenses of electrical receiving and sub-station provided in layout.

5. MODE OF PAYMENT:

- 5.1 All payment shall be made by Purchaser by drawing cheque/ DD in the name of "Wellwisher Properties" A/c No "03022000000161" in DCB Bank, Vashi branch payable at Mumbai or other account as Promoter may intimate subsequently to the Purchaser. Purchaser shall also pay other statutory dues which may be levied from time to time.
- 5.2 Purchaser shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to Promoter within seven (07) days of such deduction is made. Provided that the receipt for the payment made shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter or in the account as Promoter subsequently intimated to the Purchaser and the TDS certificate is received by Promoter from Purchaser.
- 5.3 The Purchaser has made a payment of Rs.2,00,000/- (Rupees Two Lakh Only) towards booking of the said unit which has been adjusted against the consideration as mentioned hereinabove.



6. PAYMENT OF STATUTORY DUES AND TAXES:

- 6.1 In addition to the Consideration of said unit as above, the Purchaser shall pay to Promoter any statutory taxes (as made applicable from time to time) like GST, or any other charges, levy, tax, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Purchaser at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter, then the Purchaser shall make over such payment to Promoter within ten (10) days of notice of demand from Promoter.
- 6.2 The valuation report charges and other out of pocket expenses on this transaction shall be borne by the Purchaser. Further, the Purchaser shall take immediate steps to get this deed registered under the Registration Act, 1908 by making payment of stamp duty and registration charges. The Promoter undertakes to make themselves available through authorized representative for purpose of registration at fifteen (15) working days notice from Purchaser. The Promoter shall not be liable under any law for any delay, laches and / or negligence shown by the Purchaser in presenting this agreement for registration before the competent authority. The Purchaser indemnifies the Promoter against any claim, action, judgment, cost, expenses, penalties that may arise on Promoter due to inaction or non compliance of obligation under this Agreement or under any other law.
- 6.3 The Purchasers indemnify and keep indemnified the Promoter against any payment to be made to the concerned department on account of GST whether in present or in future.

7. NOTICE OF DEMAND:

- 7.1 Upon the instalment of consideration and other charges becoming due, the Promoter shall issue a notice of demand giving at least fifteen (15) working days time from date of notice to Purchaser for making the payment. The said notice of demand shall be accompanied by certificate from the project architect certifying the satisfactory completion of the stage of work for which the payment is due.
- 7.2 Notice of demand shall be sent through Registered Post Acknowledgement Due (RPAD)/ Speed post/ e-mail at the address mentioned in notice clause



of this agreement and such dispatch shall be treated as sufficient compliance from Promoter. Thereafter the Purchaser shall be barred from claiming non receipt of the notice of demand.

7.3 Timely payment of all the above instalments/amount on their respective due dates and any other sum payable under this agreement by the Purchaser is the essence of this contract/Agreement. Constructive and physical possession of the said unit shall be handed over to Purchaser by the Promoter only upon receipt of all payments mentioned in this agreement.

8. DEFAULT BY PURCHASER:

8.1. Following shall be deemed to be default on the part of Purchaser:

- a. Default in making timely payment of sums due as mentioned in this agreement;
- b. Creating nuisance on the site resulting in danger/damage to the said entire project/land, threat to life;
- c. Delay in accepting the possession of the unit within a period of two (02) months on intimation to take possession by Promoter;
- d. Refusing delay to take membership of Society formed for the said entire project;
- e. Breach of any terms and conditions of this agreement.
- f. Breach of any law or provisions thereto.
- g. Obtain forceful occupancy/ possession of said unit before receipt of occupation certificate by competent authority.

8.2. The Purchaser shall not be in default if he corrects/remedies such breach within fifteen (15) days of notice from the Promoter to the Purchaser as per clause 9.2.

9. TERMINATION OF AGREEMENT:

9.1 On the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) the Purchaser agrees to pay to the Promoter simple interest at the rate of SBI highest marginal cost +2%, on all the amounts which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said



consideration is payable by the Purchaser to the Promoter till date of actual realization of payment. However such entitlement of interest shall not be deemed to be a waiver of Promoters right to terminate this agreement as per the provisions of this agreement.

- 9.2 Without prejudice to the right of the promoter to charge interest in terms of sub clause 9.1 above, on the Purchaser committing default as per clause 8.1 above and on the Purchaser committing continuous default even after notice of termination, the Promoter shall at its own discretion, may terminate this Agreement. Provided that, Promoter shall give another notice of fifteen (15) days in writing to the Purchaser, by registered post AD/speed post/email at the address provided by the Purchaser or an e-mail at the email address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter may terminate this agreement unilaterally.
- 9.3 Upon termination of this agreement as aforesaid, the Promoter shall refund to the Purchaser the payments made by him till that date (subject to adjustment of 15% of payments received till that date or Rs.2,00,000/- whichever is higher as liquidated damages and service charge) such refund shall be issued within a period of thirty (30) working days of the registration of cancellation/termination deed and expulsion of the Purchaser from the membership of the society as per clause 9.4.
- 9.4 The Promoter shall also move for expulsion of the Purchaser from the membership of the society as per by laws of the society, and submit a copy of termination notice to such society. No separate consent of Purchaser will be required for such expulsion.
- 9.5 Upon termination of this Agreement the Promoter, shall be at liberty to dispose of and sell the unit to such person and at such price as the Promoter may in his absolute discretion think fit.
Provided that in the event of default as above the Purchaser shall not raise any objection to termination made by the Promoter and that Promoter is authorized to unilaterally register the cancellation deed with the registrar



suo-moto without any recourse to the Purchaser.

9.6 The Promoter is not liable to refund the taxes and other statutory charges collected from the Purchaser till the date of termination of the agreement.

9.7 The Promoter may at its own option also approach the authority under RERA for seeking appropriate order for cancellation of this agreement.

10. DECLARATION BY THE PROMOTERS:

Promoter hereby declares as follows:

10.1 The Promoter hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Competent Authority and the concerned local authorities at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the Purchaser, apply to the concerned local authority for occupation and completion certificate in respect of the Unit and obtain the said certificate as per the provisions of law.

10.2 The Promoter will not be liable for any delay caused due to 'Maharashtra Electricity Distribution Co. Ltd.' defaulting / delaying the supply of electricity or due to the Local authority concerned delaying the supply of permanent 'water connection' or such other service connections necessary for occupying the said unit. The Purchaser hereby indemnifies the Promoter from any claims made for delay on the above count.

10.3 The Project amenities are being developed along with the whole project. The building would be completed in phases and handed over to respective societies. The amenities would be handed over to the confederation once whole project is complete and said total land is conveyed to the confederation. The Purchaser is entitled to use the amenities as and when they are completed introspective of formal handing over to confederation provided the Purchaser has become the member of society and has taken possession of his unit.

10.4 That the Promoter would be entitled to put up sign boards, signages, neon sign boards displaying its name in any part of the project like terrace, common area and garden etc. The said board would be maintained by the



Promoter at its own cost till the land is conveyed to the association of Purchasers. The said board would not contain any information which is false or misleading. The Purchaser shall not raise any objection to said boards or create any nuisance or hurdle in putting and maintaining said boards.

10.5 That the Promoter is entitled to use different design, brand, shape, size and colour material than that mentioned in the amenities **Annexure-8** in the event the supply of promised material is withdrawn by the supplier or for any other reason. The Promoter undertakes and assures that it will use only good and standard quality material and close to the quality of material and of such specification as mentioned in the list of amenities.

10.6 If any structural defects of workmanship quality or provision of service is discovered within five years of handing over the possession of the said unit to Purchaser, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defects in the manner as provided under the Act. This warranty is applicable only if after occupying the unit the Purchaser maintains the unit in the same condition as it was handed over to him by the Promoter. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen bathrooms, enclosing balconies flower bed, extending rooms, changing floors, plumbing systems, electrical wiring, sanitary systems and fitting, fixing falls ceiling or doing any work affecting and damaging the columns and/ or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or society or association, this warranty shall stand lapsed. Further, in the following cases where the Purchaser (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Purchaser and/or its tenants load heavy luggage in the lift (iii) Damage any portion of the neighbour's unit or common area by drilling or hammering etc. and (iv) Does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the Promoters shall not be invocable.

11. DECLARATION BY THE PURCHASER:

Purchaser hereby declares as follows:

11.1 The Purchaser has verified the documents including title search report and is satisfied that the Promoter has absolute, clear, developable and



marketable title to the said total land so as to enable it to convey the said total land to the confederation to be formed.

- 11.2 The Purchaser hereby declares that he shall not in any case interfere with the development activity undertaken in respect of the said entire project and also more particularly for the said unit.
- 11.3 Purchaser is eligible and entitled to purchase the said unit and Purchaser hereby assure, undertake and guarantee that the Purchaser shall use the said unit or any part thereof or permit the same to be used for purpose of permitted use. Purchaser shall neither claim any exclusive right, title or interest on its proportionate share of undivided common space & amenities provided by the Promoter nor claim any division or sub division of such common area.
- 11.4 If Purchaser wishes to make a site visit before possession, prior written permission from the Promoter is necessary. Promoter shall not be responsible for any accident or mishap that may happen on site either to Purchaser or to any of his family members or friends.
- 11.5 The Purchaser shall make timely payment of the demand raised by Promoter. In case of default in payment, the Purchaser shall remedy the default within the period prescribed in this agreement. The Purchaser shall not object to the cancellation of this agreement if the default continues.
- 11.6 Purchaser shall not be allowed to open a Bar/orchestra services or any such activity which will be creating nuisance for other occupants of the building.
- 11.7 The Purchaser has perused the layout plan of the additional 2 buildings to be constructed on the said total land (Phase II) and the Purchaser has no objection against the Promoter for obtaining revised commencement certificate utilizing the balance FSI of 33603.67 sq.mtrs.
- 11.8 The Purchaser understands and accepts that the Promoter is developing the said entire project in phases. This agreement is for a particular unit in one building in a particular phase. The right of the Promoter to construct and develop this phase and all other phases remains unhindered and the



Purchaser shall not claim exclusive right, title and interest in any portion of the land or any phase or constructed / under construction area or amenity space or the FSI on the said total land in the said entire project till the completion of all phases and conveyance of the said total land to the confederation of the societies.

11.9 The Purchaser has relied upon the advertisement placed by the Promoter on or after the 3rd May 2017 while deciding to seek allotment of the said unit in the project.

11.10 The Purchaser shall obtain “No Objection Certificate” and “No Dues Certificate” from Promoter to transfer the right, title and interest in respect of the said unit to third party during course of construction of said entire project or before possession of said unit to Purchaser whichever is later. Without obtaining the said certification any document executed by Purchasers in the name of third party shall be treated as ‘void-ab-initio’.

11.11 The Purchaser shall be liable to pay property tax, society charges of the said flat from the date of occupancy certificate received for the building.

12. DATE OF POSSESSION AND FORCE MAJEURE:

12.1 The Promoter shall give possession of the unit to the Purchaser on or before October, 2024 subject to receipt and realization of all the amounts payable by the Purchaser under this Agreement and receipt of all approvals from competent authority and upon Purchaser filling all documents for formation of co – operative housing society. After the Purchaser has fulfilled all his obligations under this Agreement, if the Promoter fails or neglects to give possession of the said unit to the Purchaser on account of reasons other than the reasons prescribe in this agreement, then subject to written demand from the Purchaser and intimation of cancellation of allotment of said unit, the Promoter shall be liable to refund to the Purchaser the amounts already received by him in respect of the said unit with simple interest at the rate of SBI highest marginal cost +2%, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that until the entire amount and interest thereon is refunded to the Purchaser by the Promoter the Purchaser shall, subject to prior encumbrances if any, have a charge on the said unit.



12.2 That the Promoter is entitled to reasonable extension of time for giving possession of unit on the aforesaid date, if the completion of building in which the unit is to be situated is delayed on account of order of any court / authority staying the construction / development on the said total land, waiting period for receipt of revised development permission/ commencement certificate, non-availability of construction material, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the said entire project or for delay in supply of electricity and/or water by concerned government departments or for any other justifiable reason or circumstances.

12.3 The Purchaser shall take possession of the said unit within two (02) months from the date of receipt of Occupancy Certificate in respect of said entire project. The Purchaser must pay all outstanding dues including the taxes and other statutory payment before claiming possession of the said unit and also become member of the society by executing relevant documents.

12.4 On getting the occupancy certificate, the Promoter may handover possession of the said unit to the Purchaser even though electricity and water supply have not commenced by the respective competent authorities. The Purchaser shall not raise any claim/ demand on the Promoter for the delay in getting the supply of electric and water. On the Promoters offering possession of the said unit to the Purchaser, the Purchaser shall bear and pay their proportionate share in the consumption of electricity and water if sourced from alternate source in the intervening period.

13. FORMATION OF SOCIETY:

13.1 Each building in said entire project shall have separate society and each of the society shall become the member of the confederation of all societies under “WELLWISHER TOWN”. The Promoter shall apply for the formation and registration of a Society as “Wellwisher- 6 Co-operative Housing Society” (the “*said society*”) within the prescribed time limit under the MAHA RERA. The Purchaser shall for this purpose from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of said society and for the becoming a member, including the bye-laws of the



said society. These documents duly filled in and signed shall be returned to the Promoter within seven (07) working days of the same being forwarded by the Promoter to the Purchaser, so as to enable Purchaser to become a member of the society. Any delays in signing and handing over of documents by the Purchaser to the Promoter shall not constitute default of the Promoter and the prescribed time period shall stand extended accordingly.

13.2 The Purchaser shall be expelled from the said society if the Purchaser defaults in making timely payments or violates this deed in any manner. For such expulsion the termination letter from Promoter shall be sufficient document.

13.3 That when all the ten buildings are completed and the said entire project stands complete in all respects and occupancy certificate is received for all ten buildings, a separate confederation of societies shall be formed and each of the society shall become the member of the said confederation.

14. CONVEYANCE AND HANDOVER OF THE BUILDING:

14.1 The Promoter shall within twelve (12) months of the formation of said society from the date of receipt of complete amount of the said consideration and upon the receipt of the occupancy certificate cause to handover the building in the favour of the said society.

14.2 The Promoter shall convey the said total land to the confederation within twelve (12) months of the last building receiving the Occupancy Certificate.

14.3 The amenities of the said entire project shall be conveyed to confederation at the time of conveyance of said total land. The Purchaser shall not raise any claim for the use of amenities till said total land is conveyed to confederation, although the Promoter may at his discretion allow the use of amenities to Purchaser prior to such conveyance.

14.4 The charges, costs expenses for conveyance of said total land shall be borne by the confederation and/or Purchaser in proportion to his gross usable area and that the confederation/Purchaser shall come forward to accept conveyance of the said total land in the name of the confederation formed



within two (02) months from the date of intimation by the Promoter. This amount is not included in agreement value and shall be calculated and informed to the members of the confederation after Occupancy certificate.

15. SOCIETY MAINTENANCE CHARGES:

- 15.1 Commencing a week after notice in writing is given by the Promoter to the Purchaser that the said unit is ready for use and occupation, irrespective of the Purchaser taking the possession of the said unit, the Purchaser will be liable for proportionate share of outgoings in respect of said total land for water charges, insurance, common lights, repairs, salaries, property tax if any, security, sweepers and all other expense necessary and incidental to the maintenance of the society. Such proportionate share of expense shall be calculated on the basis of area of the said unit plus the additional area attached to the said unit i.e. gross usable area vis a vis total gross usable area of said entire project.
- 15.2 The Purchaser shall pay to the Promoter at the time of possession, advance maintenance for twelve months aggregating to Rs.16,560/- (Rupees Sixteen Thousand Five Hundred Sixty Only) alongwith Service Tax/GST as "common maintenance charges" for the upkeep and maintenance of the building. The Purchaser shall draw cheque/ Demand Draft/ Managers Cheque in the name of "Wellwisher Properties Cam A/c" maintained in DCB Bank, Vashi Branch. (the "said bank account-1"). The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until the building is conveyed to the society as aforesaid.
- 15.3 After the formation of the society the Purchaser shall bear and pay monthly maintenance charges directly to the society.

16. FEDERATION CHARGES:

The Purchaser/society shall pay separate federation charges after the federation is formed. The Federation shall utilise the said amount for maintenance and upkeep of common areas and amenities. The Promoter shall not collect any federation charges till the occupancy certificate is received for the project as a whole.

17. UNSOLD UNITS IN SAID ENTIRE PROJECT:

- 17.1 Promoter shall be inducted as a member of said society for unsold units



upon conveyance of said total land to confederation.

17.2 Promoter shall be entitled to sell the unsold units in said entire project without any separate permission or consent of society and the members of society. The prospective Purchaser of such unsold units shall be inducted by the society as members and no objection shall be raised either by existing members or the society.

17.3 Purchaser or society shall not be entitled to demand any transfer charge for the transfer of unsold unit by the Promoter to prospective Purchasers.

17.4 Promoter shall be entitled to mortgage the unsold units of the said entire project with the financial institutions without any separate NOC from society or the members of confederation.

17.5 Promoter is entitled to all the rights of being a member of society i.e. right to attend meeting, right to vote in the meeting etc.

18. POST POSSESSION OBLIGATION OF THE PURCHASER

Purchaser himself/themselves with intention to bring all persons into whosoever hands the said unit may come, hereby covenant with the Promoter as follows :-

(a) To maintain the said unit at Purchasers own cost in good tenable repair condition from the date of possession of the said unit is taken and shall not do or suffered to be done anything in or to the building or to the exterior or elevation of the building in which the said unit is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the said unit is situated and the said unit itself or any part thereof.

(b) Not to store in the said unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried



heavy packages to upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the said unit is situated. In case any damage is caused to the building in which the said unit is situated, on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

- (c) To carry out at his own cost all internal repairs to the said unit and maintain the said unit in the same conditions, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffering to be done anything in or to the building in which the said unit is situated or the said unit which may be given in the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (d) Not to demolish or cause to be demolished the said unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said unit is situated and shall keep the portion/sewers, drains pipes in the said unit and appurtenances thereto in good tenantable repair condition, and in particular, so as to support shelter and protect the other parts of the building in which the said unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural components in the said unit without the prior written permission of the Promoter and/ or the said society, as the case may be.
- (e) Not to do or permit to be done any act or thing which may tender void or voidable any insurance of the said property and the building in which the said unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said unit in the compound or any portion of the said property and the building in which the said unit is situated.
- (g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority, on account



of change of user of the said unit by the Purchaser other than specified in this agreement.

- (h) Purchaser shall not let, sub-let transfer, assign or part with his/their interest or benefit obtained under this Agreement or part with the possession of the said unit unless it has obtained a 'No Dues Certificate' letter from Promoter. The Promoter shall issue such Certificate if all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and if the Purchaser has not been guilty of breach of or non-observance of any of the terms and
- (i) Conditions of this Agreement and until the Purchaser has requested in writing to the Promoter. Any transaction of let, sub-let, transfer, assign, sale without obtaining 'No Due Certificate' from Promoter shall be void -ab-initio. The Purchaser shall obtain such permission from said society after the leasehold right of said total land is conveyed to the said confederation.
- (j) Purchaser shall observe and follow all the rules and regulations which the said society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said units therein as also observe and follow the building rules, regulations and bye-laws for the time being, of the concerned local authority, the Government and other public bodies. The Purchaser shall also observe and follow all the stipulations and conditions laid down by the said society regarding the occupation and use of the said unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other out-goings in accordance with the terms of this Agreement.
- (k) Till a conveyance of said total land and all building in the said entire project is executed, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said total land and buildings or any part thereof to view and examine the state and conditions thereof, but only after prior notice.

19. REGISTRATION OF THIS AGREEMENT:

- 19.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said unit unless all amounts as agreed upon in this agreement is paid by the Purchaser to the



Promoter and unless this agreement is duly stamped under the Maharashtra stamp Act and registered under the Registration Act, 1908. The Purchaser shall have no claim save and except in respect of the said unit hereby agreed to be sold to him. All open space, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the said total land and the buildings thereon is conveyed to the said confederation.

19.1. Purchaser shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

20. NOTICE:

20.1 All notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser and the Promoter, by Registered Post A.D./speed post/email-id at his/her address specified below :-

Address of Purchaser:-

Varun Vihar Township, B-201, Maner Mala,
Uchgaon, Dist. Kolhapur, Maharashtra 416005.

Email id: amitbkhharade@gmail.com

Address of Promoter:-

Office No.5 & 6, Shakti Arcade, plot no-5,
Sector-19D, Vashi, Navi Mumbai- 400703.

Email id:info@wellwishergroup.com

AND upon handing over of the possession of the said unit to the Purchaser under this agreement, all the notices on the Purchaser shall be served at the address of unit handed over to the Purchaser under this agreement.

20.2 That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser 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 Purchasers.



21. PURCHASER'S UNDERTAKING:

- 21.1. The Purchaser/s undertake hereby gives his/her/their express consent to the Promoters to raise any loan against the said total land or the said entire project under construction and to mortgage the same with any bank or bankers or any other financial institutions/s or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Promoters at their own expenses on or before the conveyance of the said total land to the confederation.
- 21.2. It is clearly understood and so agreed by the Purchaser that all the provisions contained herein and the obligations arising hereunder in respect of said entire project shall equally be applicable to and enforceable against any subsequent Purchasers of the said unit, in case of a transfer, as the said obligations go along with the said unit for all intents and purposes.

22. WAIVER NOT A LIMITATION TO ENFORCE:

- 22.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser in delay in making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser that exercise of discretion by the Promoter in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Purchaser.
- 22.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
- 22.3 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time 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 the rights of the Promoter.

23. BINDING EFFECT:

The recitals hereinbefore constitute an integral part of this Agreement and are evidencing the intent of the parties in executing this agreement, and describing the circumstances surrounding its execution. Said recitals are by



express reference made a part of the covenants hereof, and this agreement shall be construed in light thereof. The Schedules, Annexure and payment receipt shall be construed as an integral part of this agreement.

24. MATERIAL ADVERSE CHANGE/CONDITIONS:

In case of material adverse change in any of the parameters in the said entire project the parties hereto shall try and amicably modify, alter, settle the matter within themselves.

25. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

25.1 The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and 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, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. 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 shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

25.2 The Promoter accepts no responsibility in this regard. The Purchaser shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment



receipts in favour of the Purchaser only.

26. INVESTOR CLAUSE

If the Purchaser has purchased the said Unit as an Investor and the Purchaser intends to sell the said unit within a period of one year from the date of this Agreement. In the event the said Unit is sold within one year then the Purchaser shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 2015. Without prejudice to the Purchasers right as an Investor, the Purchaser may continue to hold the said Unit like any other Purchaser if he does not sell it within one year.

27. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

28. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions

Specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. GOVERNING LAW

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.



30. ENTIRE AGREEMENT

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

31. JURISDICTION

All disputes concerning this agreement shall be subject to the jurisdiction of courts in Mumbai.

32. RIGHT TO AMEND

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

FIRST SCHEDULE "SAID TOTAL LAND"

All that piece or parcel of land bearing C.T.S No. 2480 total admeasuring to 27,100 sq.mtrs and thereabouts situated at Mauje-Varose, Taluka Khalapur, District Raigad earmarked for residential and commercial purpose and bounded as follows :

North: CTS no. 2481

South: road

West: CTS no. 2478, 2479 and 2480 (site no.50 post office)

East: 2480 part(site no. 52 town hall)

SECOND SCHEDULE "SAID ENTIRE PROJECT"

8 number of buildings, each of Ground + 8 upper floors consisting of commercial units in the ground floor of Building No.1 and Building No.4 and residential units in all the buildings and proposed 2 additional buildings, plus municipal corporation building and club house building alongwith amenities as per Fourth Schedule constructed on the portion of piece and parcel of land bearing C.T.S No. 2480, admeasuring 27,100 square meters or thereabouts, known as "WELLWISHER TOWN" situated at Taluka Khalapur, District Raigad bounded as under:

On or towards the North by: CTS no. 2481

On or towards the South by: Estate Road

On or towards the West by: CTS no. 2478, 2479 and 2480 (site no.50 post office)

On or towards the East by: 2480 part(site no. 52 town hall)



THIRD SCHEDULE

"SAID UNIT"

Flat No. "605" of carpet area admeasuring 44.97 sq. Mtrs. On 6th floor in Building No. "6". In addition, without any further monetary consideration, the Purchaser is entitled to enclosed balcony of 8.51 sq.mtrs, being ancillary area (the "**additional area**") constructed on all that piece and parcel of land more particularly described in First Schedule hereinabove.

FOURTH SCHEDULE

"AMENITIES"

List of Amenities to be provided in the "Said Entire Project"

SR.NO	ITEMS
1	<ul style="list-style-type: none">• Club house Gymnasium Party hall /multipurpose hall with kitchen facility party lawn Adult Swimming pool/ Kids swimming pool Indoor Games : Snooker, Chess, cards table Canteen 4 Guest Rooms
2	landscape Garden
3	Nana - Nani Park
4	Open kids play area
5	Yoga / Meditation lawn
6	Jogging tracks
7	street Lighting
8	Rain water harvesting Tanks
9	Fire fighting system



IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED

BY THE WITHINNAMED "PROMOTER"

M/S. WELLWISHER PROPERTIES

THROUGH ITS PARTNER HIMGIRI DEALCOM LLP

THROUGH ITS AUTHORISED PARTNER

1) **Shri. Chandrakant M Bhansali**)

SIGNED/ SEALED & DELIVERED

BY THE WITHINNAMED "PURCHASER"

Mr. Amit Balakrishna Kharade)

Mrs. Trupti Amit Kharade)



IN THE PRESENCE OF

1) _____

Add – _____

2) _____

Add – _____

RECEIPT

Received with thanks from **Mr. Amit Balakrishna Kharade And Mrs. Trupti Amit Kharade**, Adult, and Indian Inhabitant, has paid a sum of Rs.2,00,000/- (Rupees Two Lakh Only) as part payment on execution hereof as per terms & conditions of this Agreement for Sale of Unit No. 605, on 6th Floor in building No.6 of 1st phase in the project known as “Wellwisher Town” to be constructed on all piece and parcel of land bearing C.T. S No. 2480, total admeasuring about 27,100 Sq.mtrs or thereabouts, situated at Taluka Khalapur, District Raigad, Maharashtra

Date	Cheque/NEFT No.	Bank Name	Cheque Amount
15.10.2024	IMPS:REC:428917331451	Union Bank Of India	10,000
18.10.2024	UPI:REC:429284146165	State Bank Of India	90,000
18.10.2024	UPI:REC:429245599243	State Bank Of India	5,000



18.10.202 4	UPI:REC:429245408438	State Bank Of India	95,000
Total			2,00,000

The receipt is subject to realization of Cheques and receipt of TDS Certificate.

For, M/S. WELLWISHER PROPERTIES

(SHRI. CHANDRAKANT M BHANSALI)

HIMGIRI DEALCOM LLP

PARTNER





।।अविश्रमो लोकतंत्राधिकारा।।

खोपोली नगरपरिषद

खोपोली, ता.खालापूर, जि.रायगड, पीनकोड नं ४१० २०३.

फोन नं. (०२१९२) २६२२२२, २६३३५६, २६४२११

जा.क्र.केएमसी/नगर रचना/वा.प. /१८३४

दिनांक:- ०५/०९/२०२१

बांधकाम पुर्णत्वाचा दाखला / भोगवटा प्रमाणपत्र

प्रति,

मे. वेलविशर प्रॉपर्टीज भागीदार श्री. चंद्रकांत मोहनलाल भंसाळी
रा नवी मुंबई

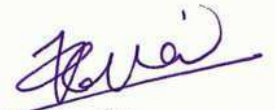
वास्तुशिल्पकार श्री. साळवी यश राजन यांचे दिनांक ०३/१२/२०२० चे अर्जावरून दाखला देण्यात येतो की, त्यांनी खोपोली नगरपरिषद हद्दीतील मोजे वरोसे सर्व्हे नं. ३,४अ,४ब,४ड,४ई,४फ, १/५,२/ १अ,२/१ब,२/१क,२/२,२/३,४/१+३ब, ४/२, ८/१, ८/२, ८/३ हि.नं. ----- प्लॉट नं. --- सि.स.नं. २४८० पै. येथे नगरपरिषदेकडील सुधारीत बांधकाम परवानगी जावक क्र. केएमसी/बावि/बांप/२२१९ दिनांक २९/०८/२०१९ अन्वये मंजूर केलेल्या नकाशाप्रमाणे बिल्डींग नं. ०३, ०५, ०६, ०७ व ०८ या इमारतींचे रहिवासी बांधकाम पुर्ण केले आहे. सदर मिळकतीमधील इमारत क्र. ०१, ०२ व म्युनिसिपल ऑफीस इमारत यांस इकडील जा.क्र. CBRKC/FO/2019/APL/00011 दिनांक २१/०६/२०१९ व इमारत क्र. ०४ यांस इकडील जा.क्र. CBRKC/FO/2020/APL/00044 दिनांक २४/०२/२०२० अन्वये वापर परवाना देणेत आलेला आहे. सबब त्यांना सोबतच्या नकाशामध्ये हिरव्या रंगात दुरुस्ती दाखविल्या प्रमाणे तसेच खालील अटीवर बांधकामासाठी वापर परवानगी देण्यात येत आहे.

बांधकाम पुर्ण झाल्याची तारीख :- ०१/१२/२०२०

मजले	बिल्डींग क्र. ०३ विंग अ व विंग बी इमारतीचा वापर	बिल्डींग क्र. ५, ६, ७ व ८ इमारतीचा वापर
तळ मजला	जिना, लिफ्ट व त्या समोरील पॅसेज- ११४.८४चौ.मी.	जिना, लिफ्ट व त्या समोरील पॅसेज- १६१.४४चौ.मी.
पहिला मजला	१२ सदनिका — ६१५.१२चौ.मी.	३२ सदनिका — १५३४.७६चौ.मी.
दुसरा मजला	१२ सदनिका — ६१५.१२चौ.मी.	३२ सदनिका — १५३४.७६चौ.मी.
तिसरा मजला	१२ सदनिका — ६१५.१२चौ.मी.	३२ सदनिका — १५३४.७६चौ.मी.
चौथा मजला	१२ सदनिका — ६१५.१२चौ.मी.	३२ सदनिका — १५३४.७६चौ.मी.
पाचवा मजला	१२ सदनिका — ६१५.१२चौ.मी.	३२ सदनिका — १५३४.७६चौ.मी.
सहावा मजला	१२ सदनिका — ६१५.१२चौ.मी.	३२ सदनिका — १५३४.७६चौ.मी.
सात मजला	१२ सदनिका — ६१५.१२चौ.मी.	३२ सदनिका — १५३४.७६चौ.मी.
आठवा मजला	१२ सदनिका — ६१५.१२चौ.मी.	३२ सदनिका — १५३४.७६चौ.मी.
वाढीव बाल्कनी	७१.०४ चौ.मी.	३९२.४० चौ.मी.
एकूण	९६ सदनिका — ५१०६.८४चौ.मी.	२५६ सदनिका — १२८३१.९२चौ.मी.

अटी

- १) जेव्हा सज्जा (बाल्कनी) बंदीस्त करण्यात आला असेल तर त्याचे समोरील व वरील १/३ क्षेत्रासाठी, लुवर्स, ग्लास, शटर्स अथवा ग्रील्स लावणे अनिवार्य राहिल व पॅरापेट सोडून उर्वरीत समोरील क्षेत्रासाठी ग्लेज्ड शटर्स बंदीस्त करणे आवश्यक राहिल.
- २) कोणत्याही परिस्थितीत ओटला बंद करता येणार नाही. तसेच तळ मजल्यास व टेरेस फ्लोअरला बाल्कनी करणे अनुज्ञेय असणार नाही.
- ३) भोगवटा प्रमाणपत्र सोबत दर्शविलेल्या नकाशातील बांधकाम व्यतिरिक्त इतर बांधकाम अनाधिकृत समजणेत येऊन त्यावर महाराष्ट्र प्रादेशिक नियोजन व नगर रचना अधिनियम १९६६ चे कलम ५२ ते ५६ नुसार कार्यवाही करणेत येईल याची नोंद घ्यावी.
- ४) भविष्यात सामासिक अंतरातील जागा नगरपरिषदेस रस्ता रुंदीकरणासाठी आवश्यक भासल्यास हस्तांतरीत करावी लागेल.
- ५) पावसाळी पाणी वाहून वाया जाऊ नये यासाठी रुफटॉप हार्वेस्टिंग करणेत यावे व पाणी जमिनीत मुरवावे.
- ६) अर्जदार यांनी आपल्या अस्थापने बाहेर ओला व सुखा कचऱ्यासाठी दोन डस्टबिन ठेवावेत.
- ७) कंपाऊंड भिंतीबाबत काही वाद उद्भविल्यास आपण त्याचे निराकरण करण्यास जबाबदार असाल.
- ८) प्लास्टीक बंदी असल्याने प्लास्टीक पिशव्यांचा वापर बंद करावा.
- ९) ओला व सुखा कचरा वर्गीकरण करून नगरपरिषदेच्या घंटागाडीमध्ये द्यावा.
- १०) सदर भोगवटा प्रमाणपत्र मागे घेण्याचा अधिकार नगरपरिषदेने राखून ठेवला आहे.
- ११) एकत्रित मालमत्ता कराची रक्कम खोपोली नगरपरिषद कार्यालयात भरणा करावी.
- १२) या मालमत्तेवरील मालकी अगर अधिकाराबाबत कोणताही वाद निर्माण झाल्यास त्याचे निराकरण करणेची जबाबदारी आपणावर राहिल.
- १३) इमारतीच्या संरचनेस कोणत्याही प्रकारच्या धोक्यामुळे जिवित वा मालमत्तेचे नुकसान झाल्यास त्याची संपुर्ण जबाबदारी सदर इमारतीचे विकासक व स्ट्रक्चरल अभियंता यांच्यावर राहिल. याची नोंद घ्यावी.
- १४) सदरचे भोगवटा प्रमाणपत्र आपण दिनांक १०/१२/२०२० रोजी सादर केलेल्या प्रतिज्ञापत्रास अधिन राहून देणेत येत आहे.
- १५) सदर कामी इकडील जा.क्र. केएमसी/बा.वि/बांप/२२१९ दिनांक २९/०८/२०१९ अन्वये देणेत आलेल्या सुधारीत इमारत बांधकाम परवानगीतील सर्व अटी-शर्ती आपणांवर बंधनकारक राहतील.



(गणेश शेटे)

मुख्याधिकारी तथा नियोजन अधिकारी
खोपोली नगरपरिषद