326/22328

Thursday, December 31,2020

8:04 AM

पावती

Original/Duplicate

नोंदणी कं. :39म

Regn.:39M

पावती कं .: 23004

दिनांक: 31/12/2020

गावाने नाव: वाघोली (आव्हाळवाडी)

दस्तऐवजाचा अनुक्रमांकः हवल10-22328-2020

दस्ताऐयजाचा प्रकार : अँग्रीमेंट टू सेल सादर करणाऱ्याचे नाव: आशुतोष कश्यप - -

नोंदणी फी

दस्त हाताळणी फी

पृष्ठांची संख्या: 85

₹. 30000.00

ਨ. 1700.00

एकुण:

₹. 31700.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 8:23 AM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.2902122 /-मोबदला रु.3419840/-

भरलेले मुद्रांक शुल्क : रु. 102600/-

कि मह दुय्यम निवंधक, हवेली-10

हि. दुय्यम निबंधक (वर्ग-२) हवेली क्र. १०

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH009387658202021E दिनांक: 31/12/2020

बॅकेचे नाव व पता:

2) देयकाचा प्रकार: DHC रक्कम: रु.1700/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 3012202023686 दिनांक: 31/12/2020

वॅकेचे नाव व पत्ता:



31/12/2020

सुची क्र.2

द्याम निवंशक : सह दु.नि. हवेमी 10

दान क्रमांक: 22328/2020

नोदंणी: Regn.63m

गावाचे नाम: वाघोली (आव्हाळवाडी)

(1)विवेखाचा प्रकार

वैची मेंह इ मेल

(2)गोबवला

3419840

(3) बाजारबाव(बाहेप्रध्याच्या बामतितथरराकार जाकारणी वेती की गरस्यार ते 2902122

लम्ब करावे)

(4) भू-मापन,पोटहिरमा व घरक्रमांवर (अमान्यामा)

1) पालिकेचे नाव:पुणे इतर यर्णन :, इतर माहिती: गाय मौजे वाघोली ता. हवेली,जि. पुणे गट न. 564 पैकी मिळफलीचे एसूण क्षेत्रापैकी 56000 चौ. मी. य गट त. 559/1 पैकी या मिळकतीचे एकूण क्षेत्रापैकी 500 चौ. मी. असे एकत्रित 56500 चौ. गी. क्षेत्र गिळकतीयरीज मंजूर नकाशानुसार बांधण्यात येणा-या नियोजित मॅजेस्टिक सिटी या प्रयालपातील बिल्डींग ही मधील अकराव्या मजल्यावरील फ्लॅट न, 1109 गांसी क्षेत्र 46.55 चौ. मि.(कापेंट) लगतुचे टेरेग क्षेत्र 5.76 चौ. गि. व याल्कती क्षेत्र 5.93 चौ. मी. व हाय बाल्कनी /ड्राय टेरेस क्षेत्र 2.58 चौ. मी. हि व आफिटेक्करण क्षेत्र 0.43 ची. मी. हि मिळकत.((GAT NUMBER : 564, 559/1 ;))

(5) भोजपाल

1) 61.25 चौ.भीटर

(6)आकारणी किया जुडी देण्यात असेल तेय्हा.

(7) वस्ताऐवज बरून देणा-भा/सिष्ठन देखणा-भा पंजाकाराचे नाव किया विवाणी न्यायालयाचा हमुगनामा किया आवेश असल्यास,प्रतिवादिने नाव व पत्ता.

1): नाय:-विकसक/प्रमोटर्स थी. मनिय द्वारकादास माहेश्वरी यांचे वतीने क. ज. चे कु. मु. घा. म्हणून अमृत बाळागाहेब जाधव - यय:-39; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 3, 4, 5 स्वयंभू सुजय गार्डन मुकुंद नगर पुणे, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, पुणे. पिन कोड:-411037 पॅन नं:-ABGPB6715N 2): गाय:-मालक / सहविकसक थी माणिकराव अमृतराव सातव / पाटील व इतर यांचेतर्फे कु मु धा. म्हणून श्री. मनिष द्वारकादास माहेश्वरी यांचे वतीने क. ज. चे कु. मु. घा. म्हणून अमृत वाळासाहेव जाधव - वय:-39; पत्ता:-प्जॉट नं: -, माळा नं: -, इमारतीचे नाव: 3, 4, 5 स्वयंभू सुजय गार्डन मुकुंद नगर पुणे, व्लॉक नं: -, रोड नं: -, महाराष्ट्र, पुणे. पिन कोड:-411037 पैन नं:-ABGPB6715N 3): नाव:-मालय / सहविकसक मे. मॅजेस्टिक रियल्टर्स भागीदारी संस्या तर्फे अधिकृत मागीदार म्हणून श्री. मनिष द्वारकादास माहेश्वरी यांचे वतीने क. ज. चे कु. मु. द्या. म्हणून अमृत वाळासाहेव जाधव - वय:-39; गत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे ताव: 3, 4, 5 स्वयंभू सुजय गार्डन मुकुंद नगर पुणे, व्लॉक नं: -, रोड नं: -, महाराष्ट्र, पुणे. पिन कोड:-411037 पॅन नं:- ABGPB6715N

(8)दम्तऐयज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा ष्ट्रगुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाय व पत्ता

1): नाव:-आश्तोष कश्यप - - वय:-34; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: गट न. 559 /1 फ्लॅट न. सी 401 रेनबो ग्रेस बकोरी पुणे वाघोली पुणे , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, पुणे. पिन कोड:-412207 पॅन 7:-BAAPK8889J

2): नाय:-बबीता कुमारी - - वय:-29; पत्ता:-प्लॉट नं: -, माळा नं: -, हमारतीचे नाव: गट न. 559 /1 फ्लॅट न. सी 401 रेनबो ग्रेस बकोरी पुणे वाघोली पुणे, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, पुणे. पिन कोड:-412207 पॅन नं:-CBGPK2512Q

(9) दस्तांग्वज करुन दिल्याचा दिनांक

31/12/2020

(10)दस्त नोंदणी केल्याचा दिनांक

31/12/2020

(11)अनुक्रमांक, खंड व पृष्ठ

22328/2020

(12)बाजारमावाप्रमाणे मुद्रांक शुल्क

102600

(13)बाजारमावाप्रमाणे नोंधणी शुल्क

30000

(14)शेरा

सह. दुय्यम निर्वध हवेली क्र. १०

मुल्यांकनामाठी विचारात पेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना नियडलेका अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

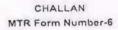


Index-2(सूनी - २)

Payment Details

Sr.	Purchaser	Туре	Verification no/V∈ndor	GRN/Licence	Amount	Used	Deface Number	Deface Date
1	ASHUTOSH KASHYAP	eChallan	02300042020123047644	MH009387658202021E	102600.00	so	0004310255202021	31/12/2020
2	ASHUTOSH KASHYAP	eChallan		MH009387658202021E	30000	RF	0004310255202021	31/12/2020
3		DHC		3012202023686	1700	RF	3012202023686D	31/12/2020

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

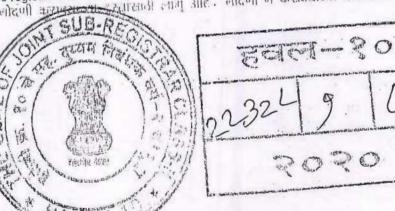




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GRN MH009387658202021E					Payor Details		_		
Department Inspector Golden			TAX ID / TAN (II A	(ny)					
Type of Payment Registration Foe			AN No.(If Applicable) BAAPK8659J						
Office Name HVL10 HAVELI 10 J	OINT SUB REGISTRA	AR	Full Name	ASH	HUTOSH KASHYAP		1		
Location PUNE			- unitable No		N NO 559 (P)				
2020-2021 One Fime	e		FlaUBlock No.						
Yea!	Account Head Details		Premises/Build	THE RESERVE	WAGHOLI				
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930046401 Stamp Duty Registration Fee		30000.00	-		PUNE				
2300370			Town/City/Dis	trict					
			PIN .		4	1 2 2	0 7		
			Remarks (II A	ui,)					
					SecondPartyName=MR Ma	ANISH MAH	ESHWARI-		
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			Bank Date	RBI Dat	le 30/12/2020-15:48:3	3 Not	Verified will		
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ine of Bank	me of Bank			Scroil No. , Date Not Verified with Scroll					
nie of Branch					N	Mobile No. :	880		

Department ID Mobile No. 8806391 Mobile No. 8806391 Mobile No. 8806391 मार्च पहाल पांचल प्रथम जिल्ला कार्याहरण कार्

Arnton Koshyar.



ARTICLES OF AGREEMENT

this Agreement made at time this A day of De in the year two thousand and

BUTWEEN

AND MANISH DWARKADAS NAMESKOWAR

Ase Autour Or History Phy Highlift Isin

Mukurut Nagar, Puno 411012.

Herematies referred to as the "PROMOTERS DEVELOPERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its executors and administrators)

PARTY OF THE FIRST PART

AND

MR. MANIKRAO AMRUTRAO SATAV/PATIL, for himself and as a karto of his family Age. 60 years. Occupation: Business. PAN ACTPS2428G and MRS. NIRMALA MANIKRAO SATAV / PATIL Age: 52 years. Occupation: Housewife, PAN CUIPS211GP and MRS. SARIKA GAUTAM BAHIRAT Age: 42 years. Occupation: Housewife, MRS. SUREKHA TUSHAR NIMHAN. Age: 30 years. Occupation: Housewife, And MR. SANJAY AMRUTRAO SATAV / PATIL, for himself and as a Karta of his family Age: 49 years. Occupation: Business. PAN APIPS44611 And MRS. MEENA SANJAY SATAV/PATIL Age: 44 years. Occupation: Housewife MR. ABHISHEK SANJAY SATAV/PATIL Age: 25 years. Occupation: Business. Ms. ABHILASHA SANJAY SATAV/PATIL Age: 21 years. Occupation: Student All r/at: Wagholi, Tat: Haveli, dist: Pune.

Hereinafter referred to as the "OWNERS/CO-PROMOTERS NO. 1" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include him/her/ himself/ horself/their survivor or survivors of her respective heirs, executors and administrators)

PARTY OF THE SECOND PART

AND

M/s. MAJESTIQUE REALTORS, a Partnership firm (PAN-AAUFM1346H) having its office at 3.4 & 5. Swyambhu Building, Sujay Garden, Mukund Nagar, Pune - 411037 through its authorized partner MR. MANISH DWARKADAS MAHESHWARI Age: 37 years, Occibusiness

Hereinafter referred to as the "OWNER/S/CO-PROMOTERS NO. 1" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include him/her/himself/ herself/their survivor or survivors of her respective heirs, executors and administrators)

PARTY OF THE THIRD PART

AND

school de Volumere

1) Mr. Ashurash Kashyan Age: - 34 Vears. PAN No - BAAPKBEED!

Occi- Service Andhar No :- 2378 2861 6251

2) Mrs. Babita Kumari

Occi- Housewife

PAN No : CROPK 3120 BUH AN HIGHAI NO : 9959 4859 7065

प्रकाश है।

09-F565 Both Ra/t- G. No. 18 A. Flat No. C ad Billing of Grace, Bakori Phata.

Waghor Ding 412207

unless repugnant to the comfext or medicine the col is deemed to mean and include his/her/their heirs, executors, and administrators, successors in-interest and permitted

the "ALLOTTEL PURCHASERIS" (which expression shall

(assigness)

WHEREAS the Owners/Co-Promoters No. 1 herein are the absolute owners of land admeasuring SH. 60 Ares out of larger land bearing Gat No. 564 totally admeasuring 10 H. 23 Gunthas (including pot kharaba admeasuring 7 Ares) having an assessment of 46Rs. 69 Paise and the Promoter No. 2 is the Owner of Gat no. 559/1 for an area admeasuring 00H 05R out of the total area of the said land thereby total area admeasuring about 05H 65 Ares i.e. situate along with at Village Wagholi, within the limits of Grampanchayat Wagholi, Taluka Panchayat Havell, Zilla Parishad Pune and within the jurisdiction of Subregistrar Havell, Taluka-Havell, District-Pune and/or otherwise well and sufficiently entitled to the said land mentioned in the Schedule hereunder written and which land is collectively referred to as "THE SAID LAND/PROPERTY". The said Land is more particularly described in the Schedules mentioned hereunder belongs to and stands in the name of the Owners/Co-Promoters No. 1 for Gat no. 564 for area admeasuring about 05 H 60 Ares and Owner/Co-Promoters No. 2 for Gat no. 559/1 for area admeasuring about 00 H 05 Ares above named.

AND WHEREAS the said Owners/Co-Promoters No. 1 of Gat no. 564 have entered into an arrangement to Develop the said property with the Promoters/Developers hereinabove under the Agreement dated 17/ 11/ 2011 and Power of Attorney of the even date registered at the Office of the Sub Registrar Haveli No. 10 at Serial Nos. 13307/2011 and 13308/ 2011 both on same day respectively to carry out development of the said property and by virtue of the aforesaid Agreement and the Power of Attorney; and the said and Owner/Co-Promoters No. 2 has amalgamated its land i.e. 559/1 of 00 H 05 Ares with Gat no. 564, which has been purchased vide an registered Sale Deed dated 29/03/2012 and Power of Attorney of the even date registered at the Office of the Sub Registrar Haveli No. 12 at Serial Nos. 2188/2012 and 2189/2012 respectively and thereafter authorized Developers herein to carry out development of the said land.

AND WHEREAS, the entire land bearing Gat no. 564 has been demarcated and the present land under the agreement has been numbered as 564/6, but 7/12 was not been effected for the same but while sanctioning the same, commencement certificate bears the number of the present land layout as 564/6. Later on the developer has handed over the amenity area and the road area from the layout to the concern authority and accordingly the revenue department has re-numbered the 7/12 of 564 and 559/1 at the time of computerization and accordingly the present land has been numbered as 559/1A/564/PLOT no. 1, 559/1A/564/PLOT no. 2, 559/1A/564/PLOT no. 3 respectively.

AND WHEREAS, though the GAT no. 564 and 564/6 has been differently mentioned at the CC of the layout, but the entire land under the present agreement is on the first sanctioned layout of the land from GAT no. 564 (P) and 559/1 as mentioned herein above and also developer further confirms that the above mentioned new numbers of the present land and gat are the same that of gat no 564 (P) and 559/1 from village Wagholi.

AND WHEREAS the Promoter/Developer is entitled to construct buildings and several units on the said land in accordation will the recitals hereinahoxe

100 - RO 11011 1791 22321 16 11 AND WHEREAS the Promoter is in possession of the Project Land

AND WHEREAS

- 1) The Allottee/Purchaser/s hereinabove being interested in purchasing the said below mentioned flat/unit andre satisfied thereapout and further have vished the project and have seen the location of the approached the promoters and on demand from the Allottee/ Purchaser/s, the Promoters has given inspection to the Allottee/Purchaser/s of all the documents of the title relating to the Project land and plans, designs and specifications prepared by the Promoter's Architects Mr. Prakash Kulkarni 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.
- 2) The Promoter/s has also requested the Purchasers to carry out the search and to investigate the title by appointing his/her/their own Advocate.
- 3) The Purchaser/s having acquainted himself/herself/themselves with all the facts and nature of right of the Promoter/s as well as the area of the designated Flat/Unit has/have thereupon entered into this Agreement.
- 4) The Purchaser/s hereinafter shall not be entitled to challenge or question the title of the right of the Promoter/s to enter into this Agreement and/or the area of the Flat/Unit as aforesaid.

AND WHEREAS, the Promoter/Developer would be developing the aforesaid land by constructing residential buildings which shall have common amenities for the said entire land and the project as a whole.

AND WHEREAS

- 1) The Promoter has entered into a standard Agreement with an Architect registered with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council or Architects;
- 2) The Promoter has appointed structural Engineer for the preparation of the structural design and drawings of the buildings and the Fromoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings. Provided however, the Promoter reserves the right to change the said Architect and Structural Engineers at any time before the completion of the said project or buildings.

AND WHEREAS by Virtue of the Development Agreement/Power of Attorney, the Promoter has sole and exclusive right to sell the Flat/Unit/Apartment in the said building/s to be constructed by the Promoter on the said land and to enter into Agreement/s with the Allottee/Purchaser/of the said Flat/Unit/Apartment and to receive the sale consideration in respect thereof.

render Kanyap

AND WHEREAS

- 1) The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of property card or 7/12 extract of ur any other relevant revenue record showing the nature of the title of the Promoter to the Project land on which the Flat/Unit/Apartment are constructed or are to be constructed have been annexed hereto and marked as Annexure A and B, respectively.
- 2) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority i.e. at preset PMRDA have been annexed hereto and marked as Annexure C-1.
- 3) The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided on the said project have been annexed hereto and marked as Annexure C-
- 2.
 4) The authenticated copy of the your unit plan and specification of Apartment agreed to be purchased by the Allottee, as sanctioned and approved by local authority have been annexed and marked as Annexure 0-1-22324 4

AND WHEREAS

- 1) The promoter was got the approvals from the concerned local authority(s) to the plans. the specifications elevations, and sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain building completion certificate or occupancy certificate of the said Building.
- 2) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;

AND WHEREAS the Hon'ble Collector of Pune, Revenue Branch vide order firstly of dated 16/03/2013 and later on revised certificate bearing No. PMN/FSI/ADTP/37/2014, Dated-21-10-2014 permitted non-agricultural use of the said Plot under section 44 of the Maharashtra Lands Revenue Code, 1966.

AND WHEREAS the building layout earlier sanctioned by the PMRDA Pune in respect of the said contiguous block was revised from time to time and sanction for such revisions was duly procured, and whereas the revisions was sanctioned by the PMRDA Pune vide its Commencement Certificate dated 28.08.2018 is hereinafter referred to as the "said revised sanctioned layout" which is annexed hereto as Annexure 'D-2'.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans along with the area including the allocated right to use of all common restricted areas in the said Building in the present Project and has availed completion of building no. A, B, C1 and C2 have given possession of the units in the said buildings to the respective purchasers and have started procedure of formation of the society for the said buildings and further have registered building F in RERA and have availed completion certificate for the same and further have started the construction of the present building I.e. D in the said entire sanctioned layout of the land.

Building D has been registered under the Provisions of the Real Estate (Regulation and Development) Act 2016.

AND WHEREAS the Promoterulas expendingly commenced construction of the said building/s in the present phase in accordance with the said proposed contioned plans along with the area including the allocated eight to use of all common restricted areas in the said Building in the present Project.

AND WHEREAS the promoter has registered the Project under the Browlsions of the Real Estate (Regulation and Development). Act, 2016 with the Maharashtra Real Estate Regulatory Authority at bearing no. P52100019947 Authenticated copy is attached as Annexure "F".

AND WHEREAS the details stated in annexures to the RERA Certificate, are available for inspection on the website of the Authority at https://maharera.mahaonline.gov.in.

AND WHEREAS the Allottee/Purchaser/s has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/their Advocates and Planning and Architectural consultants. The Allottee/Purchaser/s has agreed and consented the development of the Project, as proposed by the Promoter/developer/Owner from time to time. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

AND WHEREAS the entire project to be developed on the said Entire Property/land as per the sanctioned layout shall be known as "Majestique City". The Promoter intends to develop the said Entire Project/land in phases and each of the phases shall be treated as separate Project. The Promoter under the present phase has undertaken the construction of building/wing "D" (hereinafter referred to as the said "BUILDING"), carved out of the said Entire Property more particularly shown in the layout plan and the Purchaser/s herein undertake not to raise any objection on any ground whatsoever & shall not obstruct the construction in any manner.

AND WHEREAS the Purchaser/s herein being desirous of purchasing and thereby has applied to the Promoters for purchase of the Flat/Unit/Apartment bearing no. 1109, on the 11th Floor in Building/Wing D being constructed in the present phase of the said entire scheme which is to the constructed on the proportionate area of the said land.

AND WHEREAS, the present agreement is made and executed relying upon the above mentioned carpet area of the unit only as mentioned under the present applicable law and the total price paid by the purchaser is only on the carpet area of the unit only.

AND WHEREAS the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter; Promoter issued to the Allottee/s an "Allotment/booking Letter" to that effect.

AND WHEREAS prior to the execution of these presents the Allottee/Purchaser/s has paid to the Promoter a sum of Rs.3,41,984/- (Rupees Three Lakh, Forty One Thousand, Nine Hundred & Eighty Four Only) being part payment of the sale consideration of the Flat/Unit/Apartment agreed to be sold by the Promoter to the Allottee/Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/Purchaser/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing and excludes the charges attributable Subjection duty, registration charges, G.S.T and other charges/taxes as per the account the said duty as may be levied by the state or the central government or any other authority and activity from or incidental for the sale of the said flat/Unit by the Promoter's to the Allottee) Purchaser/s before or after taking the possession of the said flat/Unit/Apartment.

AND WHEREAS under section 13 of the said Act the Promoter is required to execute a written Article of Agreement of the said Flat/Unit/Apartment with the Allottee/Purchaser/s, being in factories bresents and also to register said Agreement under the Registration Act, 1908.

Further the present agreement and all its contents have been read and made him/ she/they in their local known language as well as in English and the same has been accepted by the Allottee/purchase:/s herein.

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

- 1. The Promoter would be constructing the present building 'D', having residential units. Provided that the Promoter shall have to obtain prior consent in writing from the Allottee in respect of variations or modifications which may adversely affect the flat/unit/apartment of the Allottee except any alteration or addition required by any Government authorities or due change in law.
- 2. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment/Flat/Unit No.1109 having area admeasuring 46.55 Sq. mtrs.(Carpet) Situated on the 11th floor in the building D in the proposed project known as "Majestique City". The present building is registered at MAHA-RERA and is mentioned as "Majestique City D building" and the same will be part of the entire project (hereinafter referred as "the Flat/Unit/Apartment") as shown in the floor plan thereof hereto for the consideration of Rs. 34,19,840/- (Rupees Thirty Four Lakh, Nineteen Thousand, Eight Hundred & Forty Only) along with Covered Car Parking including the proportionate price and right of use of the common areas and facilities appurtenant to the unit, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith and further the said unit comprises of Terrace having area admeasuring about 5.76 Sq. mtrs, balcony having area admeasuring about 5.93 Sq. mtrs. dry balcony having area admeasuring 2.58 Sq. mtrs. and Architectural projection area admeasuring 0.43 Sq. mtrs. which are attached to the said unit as described in the plan attached hereto.

he Allot	tee/Purchasel/hereby agrees to pay ad	the promoter	the agreed amount	
ne following manne (취)		122-7-0		
S.No.	Particulars'	Percentage	Amount	
1	to be paid before the registration of the	10% >	o क्राप्त	
2	to be paid on accompany of the execution of Agreement	2016	683968	
3	On Plinth/Foundation Stage	10%	170992	
4	On or before 1st Slab	5%	170992	
5	On or before 3rd Slab On or before 5th Slab	. 3%	102595	
7	On or before 7th Slab	396	102595	
8	On or before 9th Slab	3%	102595	
9	On or before 11th Slab	3%	102595	
10	On or before 13th Slab	10%	341984	
11	On or before Commencement of Brickwork and other related works		341984	
12	On or before Commencement of Plaster	10%	341984	
13	and other related works On or before Commencement of Tilling	1096	341984	
	and other related works	5%	170993	
14	At the time of Possession	100%	Rs.34,19,840/	

- 4. It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/items of work of the said Building in which the said flat/unit/apartment is located and simultaneously the Promoters shall also be at liberty to undertake two or more stages of construction/items of work set out hereinabove payment plan and to demand from the Allottee/s the aggregate of the installments towards the agreed consideration mentioned in such installments.
- 5. The consideration amount includes an amount of Rs. 2,75,000/- is towards other Charges and the same shall be made by the Purchaser/s to the Promoter i.e. Majestique City A/c only and the said amounts shall be used by the Promoter/Developer only as per the understanding between Promoter and the Co-Promoter and the balance amount shall be paid towards the price of the said unit and shall be made by the Purchaser/s by cheques or demand drafts drawn in the name of "Majestique City Escrow A/c" only.
- 6. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T and if made compulsory by law in the state or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat/Unit/Apartment.
- 7. The Purchaser shall pay each installment of the aforesaid purchase price to the Promoters after deducting 1% TDS as per the provisions of Section 194-IA of the Income Tax Act, 1961 and shall deposit the said amount to the credit of Central Government and shall issue a TDS Certificate in favour of the Promoters in the prescribed Form No.16B for the same, within 15 (Fifteen) working days from the payment thereof, if applicable.
- 8. The Total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter

Merchen Karyal

undertakes and agrees that while raising a demand on the Allottee/Purchaser/s for increase in development charges for or levies imposed by the competent authorities etc., the Promote shall enclose the aid notification/order/rule/regulation published/issued in that behalf to that effect along with the demand left being issued to the Allottee/Purchaser/s, which shall only be applicable on subsequent payments.

9. The Promoter may allow the sole discretion, a redate for early payments of equal installments payable by the Allottee/Purchaser/s by discounting such early payments as may be agreed upon by the promoters' terein for the period by which the respective installment has been promoters the provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/Purchaser/s by the Promoter.

10. The Promoter shall confirm the final carpet area that has been allotted to the Allottee/Purchaser/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 3 percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/Purchaser/s within 45 days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser/s. If there is any increase in the carpet area allotted to Allottee/Purchaser/s, the Promoter shall demand additional amount from the Allottee/Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate as agreed in the Agreement.

11. The Allottee/Purchaser/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any heads of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/Purchaser/s undertakes not to object/ demand /direct the Promoter to adjust his payments in any manner.

12. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, may have been imposed by the concerned authority at the time of sanctioning, the said plans or thereafter and shall, before handing over possession of the Flat/Unit/Apartment to the Allottee /Purchaser/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the Flat/Unit/Apartment.

13. Time is of essence for the Promoter as well as the Allottee/Purchaser/s. The Promoter shall abide by the time schedule for completing the project and handing over the Flat/Unit/Apartment to Allottee/Purchaser/s and the common areas to the association of the Allottee/Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under Agreement subject to the simultaneous completion of construction by the Promoter as provided herein above in the Payment Plan and the Purchaser/s shall be liable to pay interest as per Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and disclosure on Website) Rules, 2017 (hereinafter referred to as "the said Rule"), on all delayed