

11188

5759

MR. NIMISHKUMAR JHA

“ YASHWIN ORIZZONTE PHASE – I ”

FLAT NO.1106

523/11188

इतर पावती

Original/Duplicate

Monday, 14 December 2020 2:35 PM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 13041 दिनांक: 14/12/2020

गावाचे नाव: -खराडी (पुणे महापालिकेमध्ये समाविष्ट)

दस्तऐवजाचा अनुक्रमांक: हवल22-11188-2020

दस्तऐवजाचा प्रकार : अॅग्रीमेंट टू सेल

सादर करणाऱ्याचे नाव: निमिषकुमार धैर्यनाथ झा - -

वर्णन

दस्त हाताळणी फी

रु. 180.00

पृष्ठांची संख्या: 9

एकूण:

रु. 180.00

Jt. Sub Registrar Haveli 22

1); देयकाचा प्रकार: DHC रक्कम: रु.180/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1412202007286 दिनांक: 14/12/2020

बँकेचे नाव व पत्ता:

सह. दुय्यम निबंधक वग-
हवेली क्र. ३२, पुणे

523/11188

पावती

Original/Duplicate

Friday, November 27, 2020

नोंदणी क्र.: 39म

3:57 PM

Regn.: 39M

पावती क्र.: 11845 दिनांक: 27/11/2020

गावाचे नाव: खराडी (पुणे महापालिकेमध्ये समाविष्ट)

दस्तऐवजाचा अनुक्रमांक: हवल22-11188-2020

दस्तऐवजाचा प्रकार: अँग्रीमेंट टू सेल

सादर करणाऱ्याचे नाव: निमिषकुमार धैर्यनाथ झा - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1100.00

पृष्ठांची संख्या: 55

एकूण:

रु. 31100.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

4:13 PM ह्या वेळस मिळेल.

Jt. Sub Registrar Haveli 22

बाजार मुल्य: रु. 5455580.403 /-

मोबदला रु. 6027700/-

भरलेले मुद्रांक शुल्क : रु. 180900/-

सह. दुय्यम निबंधक वर्ग-२
हवेली क. २२. पुणे

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH007493012202021E दिनांक: 27/11/2020

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु. 1100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2711202002765 दिनांक: 27/11/2020

बँकेचे नाव व पत्ता:

Nimishkumar Jha
B-1106.



14/12/2020

सूची क्र.2

दुर्यम निबंधक : सह. दु.नि. हवेली 22

दस्ता क्रमांक : 11188/2020

नोंदणी :

Regn:63m

गावाचे नाव : खराडी (पुणे महापालिकेमध्ये समाविष्ट)

(1) विलेखाचा प्रकार	अंग्रीमेंट टू सेल
(2) मोत्रदला	6027700
(3) बाजारभाव(भाडेपट्ट्याच्या द्रावतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	5455580.403
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:पुणे म.न.पा. इतर वर्णित :, इतर माहिती: (विभाग क्र.55/669 निवामी मदतिका दर रु. 64990 प्रति चौ.मी.) मौजे खराडी तालुका हवेली जिल्हा पुणे येथील सर्व्हे नं. 67/2 या मिळकतीवर बांधण्यात येणाऱ्या यथार्थ अंग्रीझोटे फेज 1 या प्रोजेक्टमधील विल्डींग वी मधील अकराव्या मजल्यावरील मदतिका क्र 1106 यामी कार्पेट क्षेत्र 59.24 चौ.मी. व्टिलिटी क्षेत्र 2.00 चौ.मी. व प्राव्हेंट बाल्कनी / सीटआऊट क्षेत्र 6.58 चौ.मी. तसेच एक कवर्ड पार्किंग दस्तात नमूद केलेप्रमाणे हा या दस्ताचा विषय असे ((Survey Number : 67 ;))
(5) क्षेत्रफळ	1) 59.24 चौ.मी.दर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तावेज करत देणा-या/लिहून देवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-विलास जावडेकर ग्रीन्सकेप डेव्हलपमेंट एल एल पी तर्फे अधिकृत संचालक श्री.आदित्य विलास जावडेकर तर्फे नोंदणी करीता कु.मु. धारक श्री.गणेश मीनाराम कानगुडे - वय:-31; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: पत्ता 306, निदार्थ टॉवर्म, मंगम प्रेम रोड, कोथरुड, पुणे, महाराष्ट्र, पुणे. पिन कोड:-411038 पं नं:-AASFG4227B
(8) दस्तावेज करत देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-निमिषकुमार धैर्यनाथ झा - - वय:-32; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: पत्ता प्लॉट नं 202 नक्षत्र अपार्टमेंट संताजी कॉलनी दाभा नागपुर, महाराष्ट्र, नागपुर. पिन कोड:-440023 पं नं:-AIGPJ7990N
(9) दस्तावेज करत दिल्याचा दिनांक	27/11/2020
(10) दस्ता नोंदणी केल्याचा दिनांक	29/11/2020
(11) अनुक्रमांक,खंड व पृष्ठ	11188/2020
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	180900
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

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

श्री नक्कल वाचली
मी रुजुवात घेतली

अस्सलवर हुकुम नक्कल

दस्तासोबतची नक्कल

श्री निमिष कुमार झा
यांना विली समक्ष

दिनांक १४/१२/२०२०

सह. दु.नि. (वर्ग-२) हवेली-२०





हवल-२२		
१११	६४	५६ ५८
२०२०		
CHALLAN		

MTR Form Number-6



GRN	MH007493012202021E	BARCODE			Date	26/11/2020-17:16:13	Form ID	25.2	
Department	Inspector General Of Registration			Payer Details					
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)					
				PAN No.(If Applicable)	AIGPJ7990N				
Office Name	HVL22_HAVELI 22 JOINT SUB REGISTRAR			Full Name	NIMISHKUMAR DHAIRYANATH JHA				
Location	PUNE			Flat/Block No.	S. NO. 67/2				
Year	2020-2021 One Time			Premises/Building					
Account Head Details		Amount In Rs.		Road/Street	VILLAGE KHARADI TAL HAVELI				
0030046401	Stamp Duty	180900.00		Area/Locality	PUNE				
0030063301	Registration Fee	30000.00		Town/City/District					
				PIN	4 1 1 0 1 4				
				Remarks (If Any)	PAN2=AASFG4227B-SecondPartyName=VILAS JAVDEKAR GREENSCAPE DEVELOPERS LLP-				
				Amount In	Two Lakh Ten Thousand Nine Hundred Rupees Only				
Total				2,10,900.00	Words				
Payment Details			BANK OF MAHARASHTRA			FOR USE IN RECEIVING BANK			
Cheque-DD Details			Bank CIN	Ref. No.	02300042020112623355	203312210358			
Cheque/DD No.			Bank Date	RBI Date	26/11/2020-17:18:16	27/11/2020			
Name of Bank			Bank-Branch			BANK OF MAHARASHTRA			
Name of Branch			Scroll No. , Date			1127 , 27/11/2020			

Department ID :

Mobile No. : 8551016161

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Validity unknown

Digitally signed by DS
VIRTUAL TREASURY
MUMBAI 03
Date: 2020.12.14
15:24:35 IST
Reason: Secure
Document
Location: India

Challan Defaced

Sr. No.	Defacement No.	Defacement Date	Userid	Defacement Amount	
1	(iS)-523-11188	0003421168202021	27/11/2020-15:57:18	IGR563	30000.00
2	(iS)-523-11188	0003421168202021	27/11/2020-15:57:18	IGR563	180900.00
Total Defacement Amount					2,10,900.00

हवल-२२
११८४५७५९
२०२०

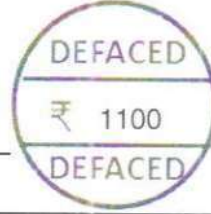


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 2711202002765 Receipt Date 14/12/2020

Received from VJ, Mobile number 0000000000, an amount of Rs.1100/-, towards Document Handling Charges for the Document to be registered on Document No. 11188 dated 27/11/2020 at the Sub Registrar office Joint S.R. Haveli 22 of the District Pune.



Payment Details

Bank Name sbiepay	Payment Date 27/11/2020
Bank CIN 10004152020112702409	REF No. 202033273206133
Deface No 2711202002765D	Deface Date 27/11/2020

This is computer generated receipt, hence no signature is required.



चलान - ३२
१११५५ १५५
२२००
CHALLAN
MTR Form Number-6



GRN	MH007493012202021E	BARCODE			Date	26/11/2020-17:16:13	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)				
				PAN No.(If Applicable)	AIGPJ7990N			
Office Name	HVL22_HAVELI 22 JOINT SUB REGISTRAR			Full Name	NIMISHKUMAR DHAIRYANATH JHA			
Location	PUNE			Flat/Block No.	S. NO. 67/2			
Year	2020-2021 One Time			Premises/Building				
Account Head Details	Amount In Rs.		Road/Street					
0030046401 Stamp Duty	180900.00		VILLAGE KHARADI TAL HAVELI					
0030063301 Registration Fee	30000.00		Area/Locality					
			PUNE					
			Town/City/District					
			PIN					
			4 1 1 0 1 4					
			Remarks (If Any)					
			PAN2=AASFG4227B-SecondPartyName=VILAS JAVDEKAR					
			GREENSCAPE DEVELOPERS LLP-					
			Amount In					
			Two Lakh Ten Thousand Nine Hundred Rupees Only					
Total	2,10,900.00		Words					
Payment Details	BANK OF MAHARASHTRA			FOR USE IN RECEIVING BANK				
Cheque/DD Details	Bank CIN		Ref. No.	02300042020112623355	004825521			
Cheque/DD No.	Bank Date		RBI Date	26/11/2020-17:18:16	Not Verified with RBI			
Name of Bank	Bank-Branch		BANK OF MAHARASHTRA					
Name of Branch	Scroll No. , Date		Not Verified with Scroll					

Department ID : Mobile No. : 8551016161
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करायत्याच्या दस्तांसाठी लागू आहे. नोंदणी न करायत्याच्या दस्तांसाठी सदर चलन लागू नाही.



Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	2711202002765	Receipt Date	27/11/2020
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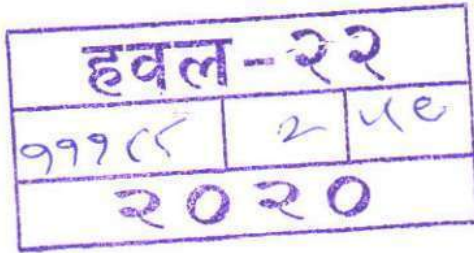
Received from VJ, Mobile number 0000000000, an amount of Rs.1100/-, towards Document Handling Charges for the Document to be registered on Document No. 11188 dated 27/11/2020 at the Sub Registrar office Joint S.R. Haveli 22 of the District Pune.

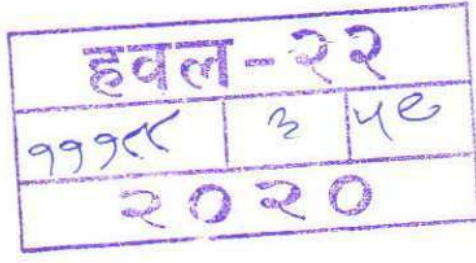


Payment Details

Bank Name	sbiepay	Payment Date	27/11/2020
Bank CIN	10004152020112702409	REF No.	202033273206133
Deface No	2711202002765D	Deface Date	27/11/2020

This is computer generated receipt, hence no signature is required.





|| SHREE GAJANANA PRASANNA ||

Agreement for Sale

This Agreement for Sale is made and executed at Pune on this 27 day of NOV in the Year 2020.

BETWEEN

VILAS JAVDEKAR GREENSCAPE DEVELOPERS LLP (previously known as GAGAN PANAMA BUILDSCAPES LLP), PAN NO. AASFG4227B A Limited Liability Partnership formed under the provisions of Limited Liability Partnership Act 2008), having office at 306, Siddharth Towers, Sangam Press Road, Kothrud, Pune - 411038 – Maharashtra, India, through its partner Mr. Aditya Vilas Javdekar, Age: about 42 years, Occupation: business, Address: As Above,

(Pursuant to the Resolutions dated 31/08/2020 passed by the partners of the LLP)

Hereinafter referred to as the "PROMOTER"(which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the said LLP, its partners and its successors-in-title).

..... PARTY OF THE FIRST PART

AND

NIMISHKUMAR DHAIRYANATH JHA

PAN: AIGPJ7990N,

AGE - 32,

OCCUPATION - DY. MANAGER, SBI

Email id: NIMISH.PERFECT2@GMAIL.COM

RESIDING AT - FLAT NO. 202, NAKSHATRA APARTMENT, SANTAJI COLONY, DABHA, NAGPUR 440023

Hereinafter shall be referred to as the "ALLOTTEE/S"

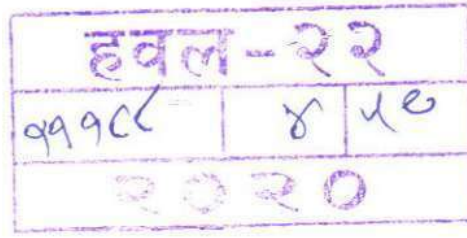
(Which expression shall, unless repugnant to the context or meaning thereof mean and include his/her / their legal heirs, executors and approved assigns / nominees only)

..... PARTY OF THE SECOND PART

AND

1. MR. SURESH NIVRUTTI DAGADE, Age 60 years, Occupation – Service,
2. MR. DEVIDAS NIVRUTTI DAGADE, Age 58 years, Occupation – Service.,
3. MRS. KAUSALYA NIVRUTTI DAGADE, Age 71 years, Occupation – Housewife, No. 1 to 3 residing at Village ManjriBudruk, Taluka Haveli, District Pune.
4. MRS. SUMAN BABAN KALE, Age 59 years, Occupation – Housewife, residing at Rajgurunagar, Taluka Khed, District Pune.
5. MRS. LATA ANIL GHULE, Age 53 years, Occupation – Housewife, residing at Village Manjri Budruk, Taluka Haveli, District Pune.No. 1 to 5
6. MR. RAVINDRA BAPUSAHEB PATHARE,
7. MR. SANTOSH DADASAHEB BHARANE,
8. MR. DATTATRAY NARAYAN KALE





through their power of attorney holder VILAS JAVDEKAR GREENSCAPE DEVELOPERS LLP (previously known as GAGAN PANAMA BUILDSCAPES LLP), having office at 306, Siddharth Towers, Sangam Press Road, Kothrud, Pune - 411038 – Maharashtra, India through its partners Mr Aditya Vilas Javdekar, Hereinafter referred to as the "CONSENTING PARTY", (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the said LLP, its partners and its successors-in-title).

..... PARTY OF THE THIRD PART

LIST OF SCHEDULES AND ANNEXURES

Sr. No.	Annexure	Description	Sr. No.	Schedule	Description
1	A	Property 7/12 Extract	1	A	Said Land
2	B	Non Agriculture Tax Assessments	2	B	Said Apartment
3	C	Commencement certificate	3	C	Development Works of Project
4	D	Title Search Report			
5	E	Current Sanction Layout	4	D	Internal Specifications of Apartment
6	F	Future Potential Layout	5	E	Payment Schedule
7	G1 & G2	Sanctioned Floor Plan & Typical Floor plan	6	F	Maintenance Schedule
8	H	Conveyance Boundaries	--	--	--



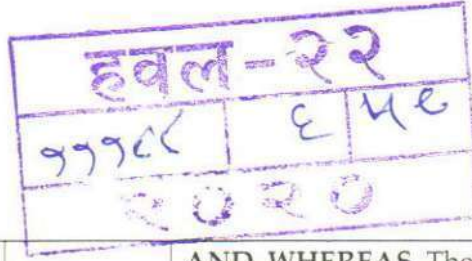
हवल-२२
१११८८ ५५६
२०२०



Clause No.	About	Sub Clause No.	Particulars
1.	Title History & Permissions	1.1	WHEREAS all that piece and parcel of land bearing Survey No. 67/2, area admeasuring 11500 Sq.m. out of totally admeasuring 18,000 Sq. m., situated at Village Kharadi, Sub-Registration District Haveli, Taluka Haveli, District Pune hereinafter referred to as "Said Property". 7/12 Extracts of Said Property No.1 are annexed as "Annexure A".
		1.2	AND WHEREAS M/s. B.S. Developers was the Owner and possessor of the area admeasuring 2500 Sq m out of Survey No. 67 Hissa No. 2. By and under Sale deed dated 11 September 2015, registered with the office of Sub Registrar Haveli No. 7, Pune, at Serial No. 7017/2015, said M/s. B.S. Developers, through its partners Suresh Keshavrao Yadav, and Lalit Bhagwan Kalwani sold, transferred and conveyed area admeasuring 2500 Sq m out of the Said Property to M/s Panama Sunarch Realtors,
		1.3	AND WHEREAS i) Suresh Nivrutti Dagade, (ii) Devidas Nivrutti Dagade, (iii) Kausalya Nivrutti Dagade, (iv) Suman Baban Kale and (v) Lata Anil Ghule are the owners of the land admeasuring 0 Hectare 90 Ares out of Survey No. 67 Hissa No. 2. Subsequently said owners granted development rights of the land admeasuring 0 Hectare 90 Ares out of Survey No. 67 Hissa No. 2 to (i) Santosh Dadasaheb Bharane, (ii) Ravindra Bapusaheb Pathare and (iii) Dattatray Narayan Kale, Thereafter, by and under Development Agreement dated 31 December 2014, registered with the office of Sub Registrar Haveli No. 7, Pune at Serial No. 523/2015 on 20 January 2015, Santosh Dadasaheb Bharane, Ravindra Bapusaheb Pathare and Dattatray Narayan Kale ("Assignors") with consent of (i) Suresh Nivrutti Dagade, (ii) Devidas Nivrutti Dagade, (iii) Kausalya Nivrutti Dagade, (iv) Suman Baban Kale and (v) Lata Anil Ghule ("Owners") transferred, granted and assigned all their right and interest including the development rights of the Said Property in favour of M/s Panama Sunarch Realtors.
		1.4	AND WHEREAS By and under Reconstitution Deed dated 21 November 2017, M/s Panama Sunarch Realtors, a partnership firm was reconstituted and Sushil Ghanshyam Agarwal and Alnesh Mohomadakil Somji joined the firm. The earlier partners Panama Holding Private Limited and Sumedh Arun Deodhar continued to be the partners. By and under the said reconstitution, the name of the firm was changed to Gagan Panama Buildscapes.

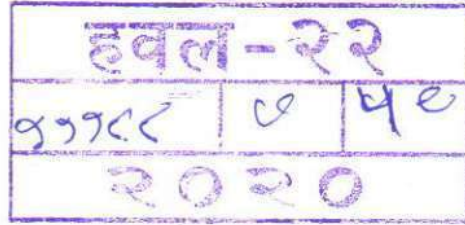
[Handwritten Signature]





		1.5	AND WHEREAS Thereafter, by and under By and under Reconstitution Deed dated 15 March 2018 and Certificate of Registration on Conversion dated 5 March 2018 issued by the Ministry of Corporate Affairs, Registrar, Pune, the said partnership firm M/s Panama Sunarch Realtors was converted into a Limited Liability Partnership named Gagan Panama Buildscapes LLP.
		1.6	AND WHEREAS Thereafter, By and under Reconstitution Deed dated 25 July 2020 GAGAN PANAMA BUILDSCAPES LLP was reconstituted and M/S Vilas Javdekar Lifestyle Developers Private Limited and Mr. Aditya Vilas Javdekar were admitted as a Designated Partners. The earlier partners GAGAN PANAMA BUILDSCAPES LLP continued to be the partners.
		1.7	AND WHEREAS Thereafter, By and under Reconstitution Deed dated 21 August 2020, the name of the "GAGAN PANAMA BUILDSCAPES LLP" is changed to "VILAS JAVDEKAR GREENSCAPE DEVELOPERS LLP" along with Panama Holding Private Limited, Sumedh Arun Deodhar Sushil Ghanshyam Agarwal and Alnesh Mohomadakil Somji retired from the said LLP and M/S Vilas Javdekar Lifestyle Developers Private Limited and Mr. Aditya Vilas Javdekar are continuing partners of the LLP namely VILAS JAVDEKAR GREENSCAPE DEVELOPERS LLP i.e. Promoter herein.
2	N.A. permission	2.1	AND WHEREAS the Said Property is within the limits of the Pune Municipal Corporation (PMC) and has been assessed for non-agricultural purpose by letter dated 24.04.2018, bearing no.NA.SR/134/2018, issued by Tehsildar, Haveli, Pune. Accordingly, the N.A conversion charges and N.A assessment have been paid in respect thereof. Letter dated 24.04.2018 annexed herewith as "Annexure B.
	Commencement Certificate	2.2	AND WHEREAS Permission to construct buildings on the Said Property has been obtained from Pune Municipal Corporation (PMC) hereinafter referred to as the "local authority" vide Commencement certificate dated 24/08/2020, bearing no. CC/0411/20, annexed herewith as "Annexure C".
3	Title of the Promoter	3.1	AND WHEREAS by virtue of above mentioned Sale deed/Development agreement, the Promoter has acquired exclusive and uninterrupted Ownership/development rights along with vacant and peaceful possession of the said property along with necessary legal rights to develop the said property.
		3.2	AND WHEREAS by virtue of all Deeds, Documents and Government permissions mentioned hereinabove, the Promoter is entitled to construct buildings on the said





			property and alone has the sole and exclusive right to sale, transfer, license, lease, rent the units, apartments, shops, offices constructed thereon and to enter into the agreement with the Allottee/s and to receive the sale price in respect thereof.
4	Real Estate Project	4.1	Name: "YASHWIN ORIZZONTE - PHASE 1" (Hereinafter referred to as the "Project")
	Address	4.2	S.No. 67/2, Village Kharadi, Taluka Haveli, District Pune, Post -Kharadi, Pincode 411 014
	Title Search Report	4.3	AND WHEREAS The Promoter has appointed Advocate to investigate title of land and he given his brief title reports and the same report is annexed herewith as "Annexure D" .
	Architect	4.4	AND WHEREAS the Promoter has appointed Ar. Sameer Valimbe of M/s. Voussoirs, having its office at 10, Janhavi, 40/22, Bhonde Colony, Erandwane, Pune - 411 004 as Architect of the Project who is duly registered with the Council of Architects at CA/92/14618.
	Structural Engineer	4.5	AND WHEREAS the Promoter has also appointed the Structural Engineer Mr. Jayant Inamdar of Strudcom Consultants Pvt Ltd having their office at Office no.201, 2nd Floor, 'Ekdanta', CTS NO.136, Plot no.8, Near Manali Hotel, Erandwane, Pune 411004.for structural designs and drawings of the building/s and the Promoters shall accept professional supervision of the Architects and the Structural Engineers till the completion of the building.
	Plumbing Engineer	4.6	AND WHEREAS the Promoter has also appointed plumbing engineer M/s. Amit Infrastructure Consultants having address at Office No. 87-88-89, 2 nd Floor, D wing, K.K. Market Near Shankar Maharaj Math, Pune Satara Road, Pune - 411 043 to design the water treatment, storage and pipeline infrastructure for the Project.
	Electrical Engineer	4.7	AND WHEREAS the Promoter has also appointed electrical engineer M/s Abhiyanta Consulting Engineers LLP having their office at Shree Swami Krupa, Plot No. 6 Neelkamal Housing Society, Near Rajaram Bridge, Karvenagar, Pune 411 052 to design the electrical systems of the Project such as transformers, cabling, wiring, meter room etc.
	Landscape Architect	4.8	AND WHEREAS the Promoter has also appointed landscape architect Ar. Vikas Prabhakar Bhosekar, 'Shrinivas Villa' Flat no.102, Plot No.13, CTS No.136 Near CDSS, Erandwana, Pune - 411004, to design the various landscaping features such as plantation, amenities, entrance gate etc.



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	Disclosure about intended project	4.9	<p>AND WHEREAS the Promoter hereby declares that he intends to develop the Project by amalgamating adjacent lands and utilise maximum permissible development potential and construct the future phases of project in accordance with the Development control rules of competent authorities.</p>
	Current Sanction of Project	4.10	<p>AND WHEREAS based on the commencement certificate mentioned in above, following buildings are currently sanctioned:</p> <p>Building A - Basement +Lower ground floor + upper ground floor +1 upper floors.</p> <p>Building B - Basement +Lower ground floor + upper ground floor + 14 Commercial units + 16 upper floors.</p> <p>EWS Building for MHADA -Parking + 10 Upper floors.</p> <p>The current sanctioned layout is annexed herewith as "Annexure E". (Allottee/s have verified the sanctioned plans and read the commencement certificate)</p>
	Future Potential of Project	4.11	<p>AND WHEREAS Upon availing additional F.S.I in future in the form of either paid F.S.I, premium F.S.I, amenity/road handover F.S.I, T.D.R. and/or due to amalgamation of adjoining land. Whenever this additional F.S.I/ T.D.R is sanctioned by the local authority to be used in the project, the Promoters will apply for revision of plans and the proposed full potential layout may contain buildings having following configuration:</p> <p>Residential buildings:</p> <p>Building A- Basement +Lower ground floor + upper ground floor +22 upper floors</p> <p>Building B- Basement +Lower ground floor + Upper ground floor + 14 Commercial units + 22 upper floors</p> <p>Building C- Basement +Lower ground floor + Upper ground floor + 22 upper floor + Commercial Shops</p> <p>Building D- Basement +Lower ground floor + Upper ground floor + 22 upper floor</p> <p>Building E- Basement +Lower ground floor + Upper ground floor + 22 upper floor</p> <p>Club House and Gym on Podium</p> <p>EWS Building for MHADA --Parking + 21 Upper floors + Shops</p> <p>The future potential layout is annexed herewith as "Annexure F". (Allottee/s hereby give specific consent to the Promoter to carry out revision in sanctioned plan as per this</p>



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			future potential layout).
	Amenity Space	4.12	The Promoter hereby declares that as per Commencement certificate an area admeasuring 1,725 Sq. m is reserved for Amenity space whereby the Promoter may construct any building as per the permissible uses in amenity spaces or may even handover the amenity space area to local authority in lieu of F.S.I. In the event of subsequent amalgamation of additional land, existing Amenity space area will increase/decrease and the location of Amenity space may change as per prevailing DCPR. (Allottee/s hereby give specific consent to the Promoter to either change the plans of Amenity building or to handover the space to local authority in lieu of F.S.I)
	F.S.I & Non F.S.I Areas	4.13	The Promoters hereby declare that as per existing D.C. rules and EC letter dated 31.03.2020 of SEIAA, the total F.S.I & Non F.S.I area proposed in the project is approximately 51,599 Sq.m (excluding the building to be constructed on amenity space). However, this area may increase due to sanctioned in subsequent phases/ buildings of the project/amalgamated land
	Environment clearance	4.14	AND WHEREAS the Promoter has obtained environment clearance from State Level Environment Impact Assessment Authority, (SEIAA), Mumbai, Vide Letter dated 31.03.2020 bearing No. SIA/MH/MIS/134570/2020.
	Consent to Establish	4.15	AND WHEREAS the Promoter has obtained consent to establish from Maharashtra Pollution Control Board, Mumbai, vide Consent Order No Format 1.0/BO/JD(WPC)/UAN-087253/CE/CC-200700879 dated 13.07.2020.
	Commencement of Project	4.16	AND WHEREAS upon obtaining all the above permissions the Promoter has started the construction of the Project.
5	Phasing of the Project for registration with MAHA-RERA	5.1	AND WHEREAS the Promoter intends to develop the Project in Phases as under: Phase I- Building A - Basement +Lower ground floor + upper ground floor + 21 upper floors Building B - Basement +Lower ground floor + upper ground floor + 21 upper floors EWS Building for MHADA – Parking + 10 Upper floors Amenities / Utilities / Services: <ul style="list-style-type: none"> • Underground water tank • Sewage treatment plant • Transformer • D.G. backup for common areas



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			<ul style="list-style-type: none"> • Organic waste composter • Entrance gate & with security cabin <p>Further Phases -as per future potential as mentioned in clause above; Certain amenities that are common for Phase I and subsequent phases will be developed over the construction period of such subsequent phases.</p>
	Compliance of Real Estate (Regulation & Development) Act, 2016	5.2	AND WHEREAS the Promoter has registered Phase I of the Project with the Maharashtra Real Estate Regulatory Authority (MAHA-RERA) vide Registration certificate No.P52100026213 of the Project with the Maharashtra Real Estate Regulatory Authority (MAHA-RERA).
	Registration of Phases	5.3	AND WHEREAS the Promoter shall register or update the current & remaining phases upon obtaining sanction for the same from local authority.
	Timelines for Phase I	5.4	AND WHEREAS the Promoter has commenced the construction of the project and the expected date for completion of Building A & B (Phase I) is 31 December 2023 .
	Definition of Carpet area , Balcony area, Terrace area and common areas	5.5	<p>AND WHEREAS for the purpose of this agreement following areas are defined:</p> <p>Carpet area: As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Carpet area of the apartment is defined as the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment. Carpet area is shown separately in Schedule B.</p> <p>Balcony area: For the purpose of this agreement the balcony area is defined as balcony/ enclosed balcony area as shown in the sanctioned building plans by the local authority. Balcony area is shown separately in Schedule B.</p> <p>Open Terrace Area: For the purpose of this agreement open terrace area is defined as open terrace/ terrace area as shown in the sanctioned building plans by the local authority. Open Terrace area is shown separately in Schedule B.</p> <p>Common Areas: As per subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lifts, passages, lobbies, entrances, basements, podiums, top terraces, open spaces, open parking areas, area under services, water tanks, sumps, pump rooms, amenities etc. This common area will be calculated for the entire project and will be divided equally over the number of apartments in the project to arrive at proportionate common area of each apartment.</p>



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	Inspection of all documents by Allottee/s	5.6	AND WHEREAS on demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all documents of title relating to the project land and plans, designs & specification prepared by the project Architect and all other such documents as specified under the The Real Estate (Regulation & Development) Act and Rules & Regulations made there under. (All documents pertaining to the Project have been inspected by Allottee/s and Allottee/s have satisfied themselves completely)
	Disclosure regarding EWS (MHADA)	5.7	AND WHEREAS the Promoter hereby declares that, as per commencement certificate obtained from local authority and as per Inclusive Housing Policy Built up area (FSI) of shall be constructed by the Promoter and handed over to the Maharashtra Housing and Development Authority (MHADA) or any other relevant government authority. Apart from this, the Promoter declares that there is no other reservation or acquisition on any part of the said land. In the event of amalgamation of adjoining land, this area will increase proportionately. The location of MHADA building may change suitably as per total discretion of the Promoter and in accordance with the Development control rules.
	Disclosure regarding mortgages charge / by Financial Institution	5.8	AND WHEREAS The Promoter has raised project loan and mortgaged the said Project with IIFL HOME FINANCE LIMITED (Previously known as India Infoline Housing Finance Limited). The Promoter shall however ensure to obtain No Objection Certificate (N.O.C) from such lenders/trustees in their standard format with respect to the Said Apartment. Moreover, the Promoter hereby informs that the Promoter may raise further loans in future from various lenders and shall obtain NOC from any such future lender(s) as and when necessary.
	Disclosure regarding legal entity for residential, commercial & amenity buildings	5.9	The Promoter hereby declares that legal entities (Co-operative Society/ Apartment Condominium) will be formed for buildings separately or collectively as per the discretion of the Promoter. The legal entity/ entities to be formed for Residential buildings have no rights on the space/area under Amenity space, building under EWS for MHADA building and any vacant land reserved for future expansion in the Said Project.
6.	Interest shown by the Allottee/s	6.1	AND WHEREAS Allottee/s was in search of residential premises in vicinity of Village Kharadi and that is when he came to know about the said project of the Promoter. The Promoter has disclosed entire information along with all sanctioned documents to the complete satisfaction of the

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			Allottee/s and thereafter the Allottee/s has conveyed his readiness and willingness to purchase the Apartment No. 1106 on Eleventh Floor in residential Building " B " in the project known as " Yashwin Orizzonte - Phase 1 " which is more particularly described in the Schedule B and location of the which is shown on authenticated copy sanctioned floor plan annexed herewith as " Annexure G1 " and Typical floor plan annexed herewith as " Annexure G2 ".
7.	Willingness to enter into Agreement	7.1	AND WHEREAS , the Parties relying on the confirmations representation and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in these agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
8.	Registration of Agreement	8.1	AND WHEREAS as per Section 13 of the Real Estate (Regulation and Development) Act, the Promoter is required to execute a written agreement with the Allottee/s for the sale in respect of the said apartment and therefore, Promoter and the Allottee/s are executing present Agreement as a compliance thereof and they shall also register the said Agreement under Registration Act, 1908, with the concerned Sub Registrar Office, within a time limit prescribed under the Registration Act.
9.	Entire Agreement	9.1	AND WHEREAS this Agreement along with its schedules and annexures constitutes entire agreement between the parties with respect to the subject matter and supersedes any and all understandings, any other agreement, allotment letter, correspondences whether written or oral between the parties in regards to the said apartment.
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-			
Obligation of the Promoter:			
10.	Said Apartment	10.1	As per the interest shown by the Allottee/s in above mentioned clause, the Promoter has agreed to sell an Apartment bearing No 1106 on Eleventh Floor in residential Building " B " in the project known as " Yashwin Orizzonte - Phase 1 " more particularly described in Schedule B subject to the consideration amount and payment schedule as detailed herein under .
	Development Works	10.2	The Promoter hereby assures to provide Internal and External Development in the Project more particularly described in Schedule C
	Internal Specification	10.3	The Promoter hereby assures to provide Internal Specifications to the apartment more particularly described in Schedule D
	Adherence to	10.4	The Promoter hereby assures that the Project will be



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Sanctioned Plan & other permissions		developed and completed in accordance with the sanctioned plans as approved and revised by the local authority from time to time and shall follow the conditions mentioned in various permissions as mentioned above. The Promoter has given various undertakings and indemnities to various authorities for obtaining permissions. After obtaining Completion, Occupancy Certificate (as the case may be), the legal entity/Society shall follow these conditions and shall ensure timely renewal of all required NOC's such as Fire, MPCB consent to operate, etc. The Allottee/s hereby indemnifies the Promoter from any non compliance of renewal of NOC's and Indemnities.
Variation in carpet area	10.5	The Promoter hereby assures that after construction of the apartment, there shall not be variation of more than 3 % in the carpet area as mentioned in Schedule B. However, if there is any reduction in carpet area beyond the above mentioned variation limit, then the Promoter shall compensate the Allottee/s by issuing a refund of any such excess amount paid. If there is any increase in carpet area beyond the above mentioned variation then the Allottee/s shall pay the excess amount. This monetary adjustment shall be made at a rate equal to the consideration amount divided by the total area of apartment as mentioned in Schedule B.
Possession date of the apartment	10.6	The Promoter hereby assures that they shall complete the construction and give possession of the said Apartment to the Allottee/s on or before 31, December, 2023 , subject to allottee making all payments as per this Agreement. If there is any delay in possession due to reasons other than those mentioned in clause hereunder then the Promoter hereby agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Real Estate Regulation Act, 2016 and Rules there under on all amounts (excluding Government taxes and duties) paid by the Allottee/s for every month of delay till handing over of possession.
Completion / Occupancy Certificate	10.7	The Promoter hereby assures to obtain all N.O.C's from various concerned Government authorities and shall submit the file to Local Authority for occupancy certificate. However, if, the local authority delays issuing the certificate beyond 21 days after submission of all required documents/N.o.C's for occupation, then same shall not be construed as delay on the part of the Promoter in obtaining Occupancy Certificate.
Defect Liability Period	10.8	(a) If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are

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