

Receipt

Tuesday 11-Jun-2024
01:30 PM

HVL28-2404-2024
Regn. No.:39M

Village Name : Punavale

Receipt No.
: 373428 /

Print Date :
10/06/2024

Document No. : HVL28-2404-2024

Article Type : Agreement for sale

Presenter Name : SANTOSH SINGH PARMAR

Registration Fee ₹30000

Sub Total ₹ 30000

- Market Value: ₹6646500
- Consideration Amount: ₹8276762
- Paid Stamp Duty: ₹413864

Registration Fee-Payment Mode: e-SBTR

Amount Rs. ₹ 30000.00

DD/Cheque/Pay Order No./Stationary No.:21645004114164: Print Date
10/05/2024

Metro Tax-Payment Mode: e-SBTR

Amount Rs. ₹ 82768

DD/Cheque/Pay Order No./Stationary No.:21645004114164: Print Date
10/05/2024

Stamp Duty-Payment Mode: e-SBTR

Amount Rs. ₹ 413864

DD/Cheque/Pay Order No./Stationary No.:21645004114164: Print Date
10/05/2024

Local Tax-Payment Mode: e-SBTR

Amount Rs. ₹ 82768

DD/Cheque/Pay Order No./Stationary No.:21645004114164: Print Date
10/05/2024

Document Handling Charges-Payment Mode: SBI e- Pay (DHC)

Amount Rs. ₹ 1000

DD/Cheque/Pay Order No./PRN No.: 0524225411686:





INDEX II
(RULE 29)

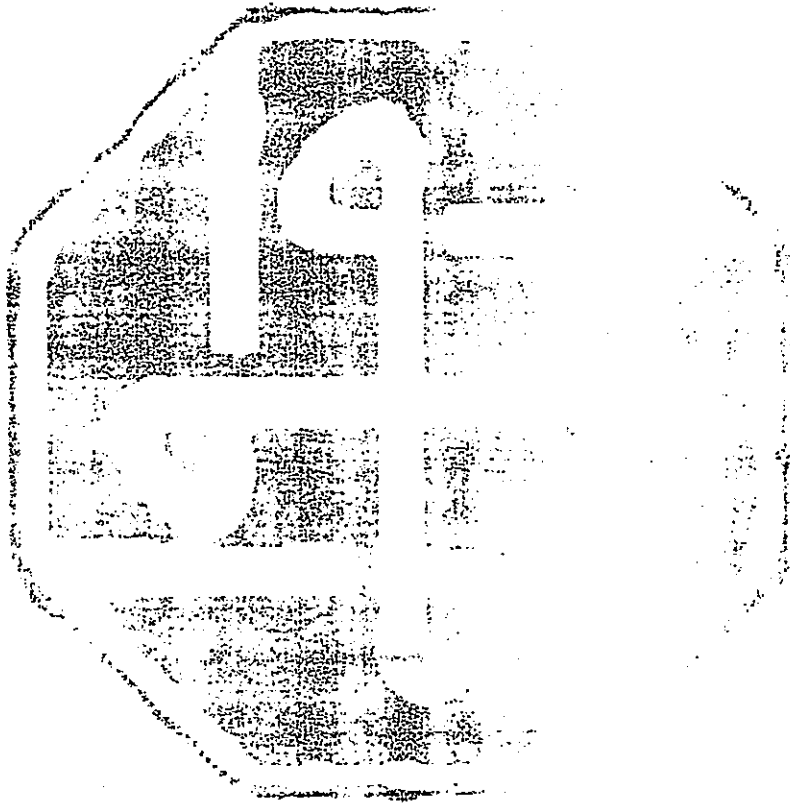
Property Location: **Punavale, Mulshi, Pune**

Monday , 10 June ,2024 06:47 PM

Office Name: Joint S.R. Haveli 28
Doc Reg No.: HVL28-2404-2024

1	Document Title	Agreement for sale
2	Consideration Amount	Rs. 82,76,762/-
3	Market Value	Rs. 66,46,500/-
4	Property Description	Corporation: Pimpri chinchwad municipal corporation , District: Pune , Village: Punavale , Taluka: Mulshi Survey Number: 22/14/4, 22/15/1, 22/15/2, 22/16/1, 22/16/2, 22/16/3, 22/16/4, 22/16/5, 22/16/6, 22/17, 23/15, 23/17/1/A, 23/17/1/B 23/17/2/A, 23/17/2/B, 23/18, 23/21, Project/Scheme Name: KOHINOOR WESTVIEW RESERVE , Big Project Area: 4.170 Hectares, Building Name: KOHINOOR WESTVIEW RESERVE , Building Number: A1 , Floor Number: 6th , Flat Number: 605 , Area of Constructed Property: 76.340 Square Meter, Closed Balcony / Balcony Area: 10.900 Square Meter Parking Type: 1 Covered Car Park/ No- A1-144
5	Area	76.34 square meter (Carpet Area)
6	When Charge or Assesment given	
7	Seller/Developer	GOLDWAY REALITY through its Authorised Signatory MR VINEET K GOYAL , Address: A-102, MCCIA Trade Towers, Senapati Bapat Road, Pune 411016, , PAN No.: AAUFG5820A, Age: 43
8	Purchaser	SANTOSH SINGH PARMAR , , C-507, MATRUCHHAYA, STATE BANK OFFICERS RESIDENCY, EVERSINE NAGAR, MALAD(W), MUMBAI, MAHARASHTRA , PIN Code: 400064 , , PAN No.: ANKPP6004C Age: 50 REENA PARMAR , , C-507, MATRUCHHAYA, STATE BANK OFFICERS RESIDENCY, EVERSINE NAGAR, MALAD(W), MUMBAI, MAHARASHTRA , PIN Code: 400064 , , PAN No.: BCOPP2492J Age: 43
9	Date Execution	20/05/2024
10	Registration Date	10/06/2024

11	Doc.No and Year	HVL28/2404/2024
12	Stamp Duty	Rs. 5,79,400/-
13	Registration fee	Rs.30,000/-
14	Remark	



महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA

ई-सुरक्षित बँक व कोषागार पावती

e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

21645004114164

Bank/Branch: IBKL - 6910656/Pune Ashok Nagar
Pmt Txn id : 741784237 Stationery No: 21645004114164
Pmt DtTime : 10-MAY-2024@15:38:02 Print DtTime : 10-MAY-2024 16:16:19
ChallanIdNo: 69103332024051051033 GRAS GRN : MH001872751202425S
District : 2201-PUNE Office Name : IGR008-HVLI_HAVELI NO1
GRN Date : 10-May-2024@15:38:03

StDuty Schm: 0030046401-75/STAMP DUTY
StDuty Amt : R 5,79,400/- (Rs Five, Seven Nine, Four Zero Zero only)


RgnFee Schm: 0030063301-70/Registration Fees
RgnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)


Article : B25--Agreement to sell/Transfer/Assignment
Prop Mvblty: Immovable Consideration: R 82,76,762/-
Prop Descr : KOHINOOR, WESTVIEW RESERVE, A1 605, FUNAWALE, PUNE, Maharashtra, 411033

Duty Payer: PAN-ANKPP6004C, SANTOSH SINGH PARMAR

Other Party: PAN-AAUFG5820A, GOLDWAY REALITY

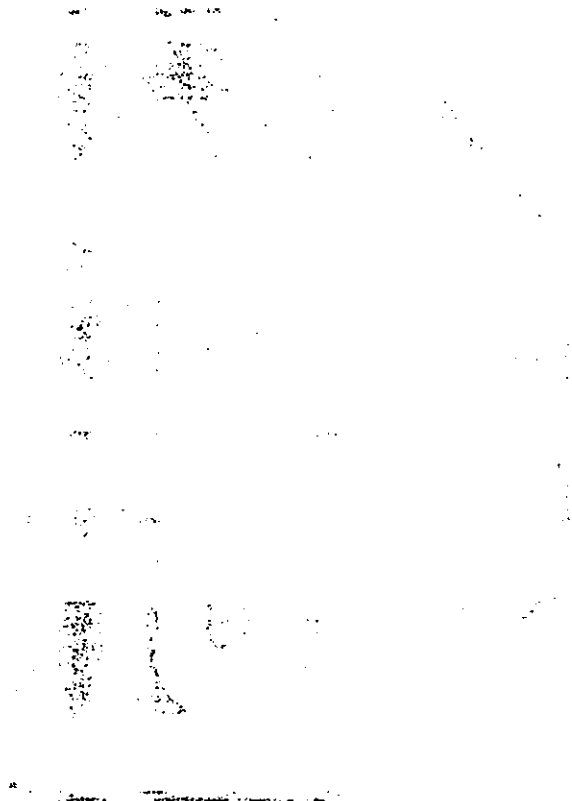
Bank official1 Name & Signature


स्नेहा गडगील/SNEHA GADGIL
सहा. प्रबंधक/Asst. Manager
Emp Code.: 20290


सोमेश्वर ज. बनसोडे
Someshwar Bansode
ईआईएन - 617726
प्रबंधक सेवा-एवं परिचलन
Manager-SOM



Bank official2 Name & Signature
--- Space for customer/office use --- Please write below this line ---



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is made at Pune, on 20-May-2024.

BY AND BETWEEN

M/s. Goldway Realty, a registered partnership firm registered under the provisions of the Indian Partnership Act, 1932, having its registered office at A-102, MCCIA Trade Towers, Senapati Bapat Road, Pune - 411 016, bearing PAN: AAUFG5820A, through the hands of its Authorised Signatory MR VINAY K. GOYAL, Age about 42 years, Occupation: A. S. Kulkarni, 17/11/2024



referred to as the "Promoter", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns ...of the One Part

AND

Mr. SANTOSH SINGH PARMAR, Age: 50, Occupation: Service, PAN No.: ANKPP6004C, Email Id: santoshsingh179775@gmail.com, Address: C-507, MATRUCHHAYA, STATE BANK OFFICERS RESIDENCY, EVERSINE NAGAR, MALAD(W), MUMBAI, MAHARASHTRA,400064

Mrs. REENA PARMAR, Age: 43, Occupation: Housewife, PAN No.: BCOPP2492J, Email Id: santoshsingh179775@gmail.com, Address: C-507, MATRUCHHAYA, STATE BANK OFFICERS RESIDENCY, EVERSINE NAGAR, MALAD(W), MUMBAI, MAHARASHTRA,400064

Indian Inhabitants, hereinafter referred to as the "Allottee/s", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include, in case of an individual, his/her/their respective heirs, executors, administrators and permitted assigns; in case of a Partnership Firm, the partners or partner for the time being of the said firm, the surviving partner and the heirs, executors and administrators of the surviving partner, successors of the said firm and its permitted assigns; in case of a Hindu Undivided Family ("HUF"), the Karta and all the co-parceners / members of the HUF from time to time, their respective heirs, legal representatives and the surviving co-parcener / member of the HUF and the heirs, executors, administrators and permitted assigns of such surviving co-parcener / member and the administrators and permitted assigns of such HUF; in case of a Public Charitable Trust, all trustee/s from time to time constituting the said Trust, the surviving trustee and the heirs, executors and administrators of the surviving Trustee and his / her permitted assigns and the administrators and permitted assigns of such Trust; in case of a Private Trust / Settlement, all trustees constituting the said Trust, beneficiaries and the heirs, executors and administrators of the surviving trustee or beneficiary and permitted assigns and; in case of a body corporate/company/Limited Liability Partnership, its successors and permitted assigns ... **of the Other Part**

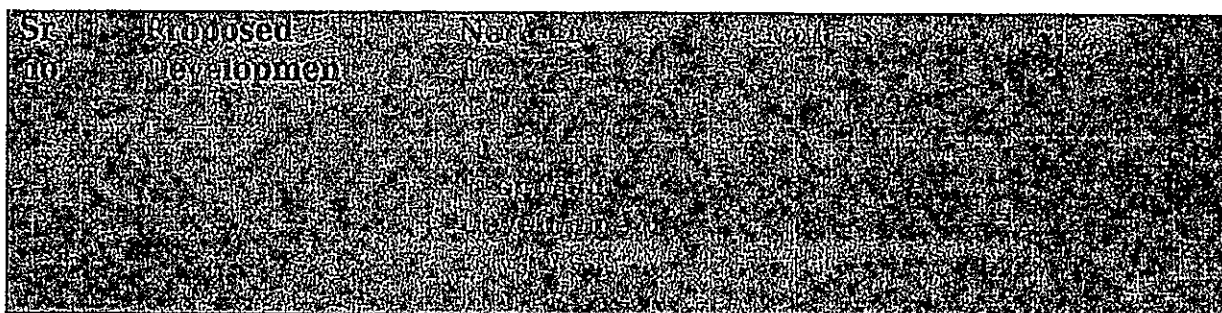
The Promoter and the Allottee/s are hereinafter collectively referred to as the "Parties", and individually, as a "Party", as the context may require.

WHEREAS:



Registrar, Haveli Pune (the "**Promoter Conveyance**"), the Promoter purchased from the persons mentioned therein, all those pieces or parcels of land bearing Survey No. 22/14/4, 22/15/1, 22/15/2, 22/16/1, 22/16/2, 22/16/3, 22/16/4, 22/16/5, 22/16/6, 22/17, 23/15, 23/17/1/A, 23/17/1/B 23/17/2/A, 23/17/2/B, 23/18, 23/21 admeasuring 04 Hectares 01.70 Ares in the aggregate and all situate, lying and being at Village Punawale, Taluka Mulshi and District Pune, for the consideration and in the manner set out therein (the "**Larger Land**" and is more particularly described in the **Second Schedule** hereunder written and shown delineated in Black boundary line on the **Plan** annexed hereto and marked as **Annexure 'A'**, being the "**Proposed Layout Plan**"). Pursuant to the Promoter Conveyance, the name of the Promoter was mutated as the holder of the Larger Lands.

- B. The Promoter has caused different demarcation of the Larger Land vide Mo. Ra. No. 3512/22 dated 11/05/2022, Mo. Ra. No. 3513/22 dated 13/05/2022 and Mo. Ra. No. 3514/22 dated 14/05/2022.
- C. Accordingly, the Promoter is the sole and absolute owner of, duly seized and possessed of, and otherwise well and sufficiently entitled to the Larger Land.
- D. The Promoter has planned to develop, in phases, over a period of time, the Larger Land, by utilising the full and maximum development potential thereof as may become available from time to time, as one single layout and has prepared a layout of the proposed development of the Larger Land, which is hereinafter referred to as the "**Proposed Layout**". The Promoter has at present, notionally demarcated the Proposed Layout into various sectors / areas, as under:



- | Sr. No. | Proposed Development | Area | Remarks |
|---------|--|----------|--|
| 1. | "Residential Project Land" , which is denoted in Red colour hatched in netted pattern on the Proposed Layout Plan | 17213.99 | The details of the Residential Project Land are more particularly stated herein below. |



- | | | | |
|----|---|----------|---|
| 2. | "Future Development" , which is denoted in blue colour hatched in slanting lines on the Proposed Layout Plan | 11414.47 | The Promoter currently proposes to undertake development of the Future Development by constructing thereon, residential / commercial / retail buildings / towers, as a distinct phase of the Whole Project (<i>defined hereinafter</i>), as well as necessary infrastructure, amenities, facilities, etc. as may be required for the same. The Promoter has reserved its rights to undertake development of the Future Development by undertaking such development thereon, as may be permissible under applicable laws. Further, the Promoter may also merge the Future Development (or any part thereof) with the Residential Project Land (as referred to hereinabove), which may have a bearing on the development potential thereof. |
| 3. | "MLCP" / "Parking Building" , which is denoted in Grey colour hatched in honeycomb pattern on the Proposed Layout Plan | | The Promoter has proposed to construct a parking building, comprising of Basement+ Lower Ground + Stilt + 7 Floors, with landscaping on Podium, for use of the allottees / occupants of the Whole Project Land. |



Sr. No.	Proposed Development	Area (sq. m)	Particulars
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- | | | | |
|----|--|---------|--|
| 4. | "SWM Reservation Area" , which is denoted in Magenta colour hatched in triangular pattern on the Proposed Layout Plan | 1460.76 | The Larger Land comprises of the SWM Reservation area as per the applicable draft development plan. The Promoter shall, in due course, handover (and convey) to the Pimpri Chinchwad Municipal Corporation (PCMC), the DP Reservation Area. The Promoter is entitled to use the entire compensatory FSI of the DP Reservation Area in the Larger Land / deal with the TDR generated therefrom in its sole, absolute and unfettered discretion. |
| 5. | "Buffer Zone" , which is denoted in brown colour hatched in square pattern on the Proposed Layout Plan | 8574.02 | The Promoter shall, in due course, handover (and convey) to the PCMC, the Buffer Zone. |
| 6. | "Open Space" , which is shown in Green colour hatched in star pattern on the Proposed Layout Plan. | | The Open Space is the statutory recreational open space. The Promoter proposes to provide certain recreational facilities and amenities in the Open Space, as detailed herein, for the use and enjoyment of the allottees / occupants of the Larger Land. |
| 7. | "Amenity Space" , which is denoted in Cyan colour hatched in dash lines on the Proposed Layout Plan | | The Larger Land comprises of the Amenity Space as per the approved plan obtained from PCMC. The Promoter shall, in due course, handover (and convey) to the PCMC, the Amenity Space. The Promoter is entitled to use the entire compensatory FSI of the Amenity Space in the Larger Land / deal with the TDR generated therefrom in its sole, absolute and unfettered discretion. |



E. The Promoter has prepared the Proposed Layout Plan which specifies the designated/proposed uses and the tentative locations of various buildings/towers/structures to be constructed on the Larger Land and the tentative location of the common areas, amenities and the infrastructure facilities and other built-up spaces to be developed on the Larger Land by utilising the full development potential of the Larger Land.

F. The Promoter has obtained layout sanction of the Larger Land from the PCMC vide its Letter bearing no. BP/Punawale/86/2022 dated 22/11/2022 (the "Approved Layout") then updated sanction vide its Letter bearing no. BP/Punawale/20/2023 dated 24/03/2023. A copy of the Approved Layout (i.e., the aforementioned Letter of PCMC thereunder) is annexed hereto and marked as Annexure 'B' and is hereinafter referred to as the "Approved Layout Plan".

G. The Promoter hereby clarifies that the Approved Layout and the Proposed Layout are interim layouts and the Promoter reserves the right and proposes to further amend, change or revise such layouts, from time to time, so as to utilise and consume, in phases, the optimum and maximum development potential of the Larger Land as may become available from time to time (*as detailed hereinafter*) on the Larger Land till the completion of the entire development of the Larger Land, and in accordance with the plans as may ultimately be approved and/or amended and sanctioned by the PCMC and/or other bodies and/or concerned authorities; but without altering the location, area and amenities of the said Premises (*as defined hereunder*) agreed to be purchased by the Allottee/s under this Agreement.

H. The Promoter is seized and possessed of the Larger Land and entitled to undertake development thereof by constructing buildings / towers / structures thereon in accordance with and as set out in this Agreement.

I. The scheme of development as presently proposed and recited in Recital [D] hereinabove is shown on the Proposed Layout Plan annexed at Annexure 'A' hereto and discloses the sanctioned/proposed designated uses of the portions of the Larger Land and is based on the current conceptual layout for the development of the Larger Land. The conceptual layout of the development of the Larger Land could, in the Promoter's sole, absolute and unfettered discretion finally be either in terms of the Proposed Layout Plan annexed at Annexure 'A' hereto or in such other manner as may be permissible under the applicable laws / UD CPR, 2020. The Promoter is entitled, in its sole,



buildings/towers/structures on the Larger Land by consuming the maximum possible floor space index/development potential of the Larger Land as more particularly set out in Clause [3] of this Agreement, and accordingly, the Promoter may, and shall always be entitled to, revise / modify / amend the same.

- J. The Larger Land, is situated within the territorial limits of the PCMC, and accordingly, the Approved Layout has been sanctioned by the PCMC in accordance with the UDCPR, 2020. The Promoter is and shall always be entitled to utilise the optimum and maximum development potential, from time to time, of the Larger Land, as may be permissible under the applicable regulations, including but not limited to the Basic FSI, Premium FSI, In Situ FSI (Road and Amenity), TDR loading (Amenity TDR and Slum TDR), Additional FSI under Chapter 7 (IGBC), TOD FSI (Metro FSI and BRTS FSI), CBD FSI and any other form of FSI / TDR / FAR / Future Potential by whatever name called (hereinafter, the "**Larger Land Development Potential**").
- K. The Promoter is undertaking development of a notionally demarcated portion of the Larger Land admeasuring 28628.46 square meters (hereinafter referred to as the "**Whole Project Land**" and which is more particularly described in the **Third Schedule** hereunder written and delineated in Yellow colour boundary line on the Proposed Layout Plan annexed hereto and marked as **Annexure 'A'**) The development of the Whole Project Land is hereinafter referred to as the "**Whole Project**".
- L. The principal and material aspects of the development of the Whole Project are briefly stated below:
- (i) The Promoter proposes to construct and develop multi-storey buildings / towers on the Whole Project Land, by utilising the Larger Land Development Potential in one or more phases, as may be decided by the Promoter;
 - (ii) The common areas, facilities and amenities including recreational amenities and facilities in the Whole Project that may be usable/enjoyed by the Allottee/s along with the other allottees / occupants of the Whole Project are listed in the **Fourth Schedule** hereunder written and hereinafter referred to as the "**Whole Project Amenities**" and the same shall be completed/delivered with the completion of the Whole Project;
 - (iii) The development of the Whole Project Land will be phase wise and may constitute a mixture of users as may be permissible under applicable law



from time to time;

- (iv) The scheme and scale of development proposed to be carried out by the Promoter on the Whole Project Land shall be in accordance with applicable law as amended from time to time;
- (v) The Promoter has currently obtained permission construct buildings up to a height of 69 meters from the ground level. In the event such height is increased in the future, the Promoter shall be entitled to increase the height of the buildings / towers / other structures comprised in the Whole Project and construct additional floors thereon;
- (vi) In terms of the inclusive housing regulations of the UDCPR, 2020, the Promoter is required to construct certain tenements for members of economically weaker sections / lower income group (EWS/LIG) (collectively, the "**Inclusive Housing Units**"). The Inclusive Housing Units shall be constructed as part of the Residential Project Land, and that the same shall form a part of the Whole Project. The Promoter may, in its sole, absolute and unfettered discretion and as permitted under applicable law, shall either construct Inclusive Housing Units in a separate building comprising only of the Inclusive Housing Units on a portion of the Whole Project Land, or may construct Inclusive Housing Units in a building consisting of Inclusive Housing Units as well as regular residential units on a portion of the Whole Project Land (the "**Inclusive Housing Development**"). The allottees / units purchasers of the Inclusive Housing Development shall be entitled to use, access and enjoy the Whole Project Amenities in accordance with the rules and regulations, and the Other Organisation (*defined hereinafter*) formed in respect of the Inclusive Housing Development shall form a part of the Apex Body (*defined hereinafter*).
- (vii) The Promoter would be entitled to aggregate any adjoining land parcel with the development of the said Larger Land / Whole Project Land, as the Promoter may deem fit, as provided under the Proviso to Rule 4 (4) of the RERA Rules and other applicable laws;
- (viii) The Promoter is entitled to amend, modify and/or substitute the proposed future and further development of the Whole Project Land, in full or in part, as may be required / permitted by applicable law from time to time.



execute such consent letters, no-objection certificates, forms or other writings of whatsoever nature in furtherance of the express consents given hereunder as the Promoter may require for amendment, modification and / or substitution of the development of the Whole Project Land as aforesaid. It is further clarified that the stipulation regarding execution of consent letters, no-objection certificates, forms, other writings, etc. shall not be interpreted to mean that the Allottee/s has acquired any interest in the Whole Project or the manner in which the same may be undertaken by Promoter, or that the Promoter is required to obtain any form of consent from the Allottee/s.

M. As part of the Whole Project and as the first phase thereof, the Promoter is undertaking development of a residential scheme known as '**Kohinoor Westview Reserve**' on the Residential Project Land (the "**Real Estate Project**"), and the same has been registered as a real estate project by the Promoter with the Maharashtra Real Estate Regulatory Authority (the "**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (the "**RERA Act**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**"). The Authority has duly issued the Certificate of Registration of Project dated 10/01/2023, under Project Registration No. P52100048589, which is hereinafter referred to as the "**RERA Certificate**", and an authenticated copy of the RERA Certificate is annexed hereto and marked as **Annexure 'C'**.

N. The principal and material aspects of the development of the Real Estate Project, are briefly stated hereinbelow:

(i) The Real Estate Project shall be known as '**Kohinoor Westview Reserve**';

(ii) The Real Estate Project presently comprises of 5 (five) multi-storey buildings / towers, viz., (a) Tower A-1 (Stilt + 22 Upper Floors), (b) Tower A-2 (Stilt + 22 Upper Floors), (c) Tower A-3 (Stilt + 22 Upper Floors) and (d) Tower A-4 (Stilt + 22 Upper Floors) and (e) Inclusive Housing (Stilt + 13 Upper Floors). Further, the Promoter has reserved with itself, the right to construct up to two or such additional floors in each of the aforementioned buildings / towers as may be permitted under the applicable law and deemed fit by the Promoter;

(iii) The common areas, facilities and amenities in the said



Building (*defined hereinafter*) comprised in the said Real Estate Project, which shall be usable by the Allottee/s and the other allottee/s / occupants of the said Building (*defined hereinafter*) on a non-exclusive basis are listed in the **Fifth Schedule** hereunder written and hereinafter referred to as "**Building Amenities**" and shall be completed/delivered with the completion of the Real Estate Project;

- (iv) The FSI sanctioned, the FSI proposed to be sanctioned and/or utilised and the aggregate FSI proposed to be utilized in the Real Estate Project is more particularly mentioned in the **Sixth Schedule** hereunder written (*Meanings Of Terms And Expressions*) and hereinafter referred to as "**Real Estate Project - FSI Details**";
- (v) As required under applicable laws, as a part of the Whole Project, the Promoter shall undertake the Inclusive Housing Development on a portion of the Whole Project Land and dispose of the same as per applicable law, and realise all amounts therefrom, which shall be to the sole account and entitlement of the Promoter;
- (vi) The PCMC has sanctioned plans for construction of the aforementioned 4 (four) multi-storey buildings / towers and 1 (One) Inclusive Housing building has issued the Commencement Certificate/s in respect thereof as per details more particularly mentioned in the **Sixth Schedule** hereunder written and hereinafter referred to as "**CC**". The Authenticated copy of the CC is annexed hereto and marked as **Annexure 'D'**.

O. The Promoter has entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects. The Promoter has also appointed a Structural Engineer for the preparation of the structural design and drawings of the Whole Project including the Real Estate Project. The Whole Project including the Real Estate Project shall be under the professional supervision of the appointed Architect and Structural Engineer, hereinafter referred to as the "**Project Architect**" and "**Project Engineer**" respectively. It is however clarified that the Promoter is entitled to appoint any other licensed architects / surveyors and/or structural engineers in place of them, if so desired by the Promoter till the completion of the Whole Project and the Allottee/s accept/s the professional supervisions of the appointed Project Architect and Project Engineer (including substitutes / replacements) thereof till completion of the Real



- P. The details of the mortgage (if any) in favour of the bank / financial institution with respect to the Promoter's right, title and interest in the Whole Project Land / Larger Land is more particularly mentioned in the **Sixth Schedule** hereunder written and hereinafter referred to as "**Mortgage Details**".
- Q. Authenticated copy of the Legal Title Report dated 06/08/2022, issued by the Advocate of the Promoter is annexed hereto and marked as **Annexure 'E'**, and is hereinafter referred to as "**Title Report**".
- R. Authenticated copies of the VII/XII extract of the Larger Land is annexed hereto **Annexure 'F'**.
- S. Vide the Letter bearing no. JA.KRA.42B/NA/SR/125/2022 of the Office of the Collector (Revenue Branch), Pune (a copy whereof is annexed hereto and marked as **Annexure 'G'**), the Purchased Land was designated for non-agricultural use. The Promoter has also applied to the State Level Environment Impact Assessment Authority, Environment and Climate Change Department, Government of Maharashtra for Environmental Clearance in respect whereof is annexed hereto and marked as **Annexure 'H'**.
- T. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, to enter into this Agreement with the Allottee/s in respect of the said Premises (*defined hereinafter*) and to receive the Sale Consideration (*defined hereinafter*) in respect thereof.
- U. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of the documents of title and revenue records relating to the Larger Land, the plans, designs and specifications prepared by the Project Architect with respect to the Real Estate Project, permissions and approvals, and such other documents as are specified under the RERA Act, RERA Rules and the Regulations made thereunder and the relevant provisions of the Maharashtra Ownership of Flats (Regulation of the promotion of the sale, management and transfer) Act, 1963 ("**MOF Act**") (which the Allottee/s hereby confirms). The Allottee/s has also examined the documents and information uploaded on the webpage of the Real Estate Project on the website of the Authority as required under the RERA Act and the RERA Rules and has understood the documents and information in all respects. The Allottee/s confirms and declares that the Allottee/s has examined all of the aforesaid documents with the help of his legal, planning, architectural and other professional consultants and the Allottee/s is satisfied with the same. The Allottee/s accept/s the title of the Promoter to develop the Larger Lands and the



right to sell and dispose-off premises in the Real Estate Project and the Allottee/s hereby agree/s not to raise any objections or requisitions pertaining to the same.

- V. The Promoter has got some of the approvals from the concerned local authority/s to the plans, specifications, elevations, sections of the Real Estate Project and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupation Certificate of the said Real Estate Project.
- W. While sanctioning the Approved Layout, the concerned local authority and/or the Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only the Occupation Certificate in respect of the Real Estate Project shall be granted by the concerned local authority.
- X. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the approved building plans (which may be amended from time to time in accordance with applicable laws).
- Y. The Allottee/s being desirous of purchasing a residential premises in the Real Estate Project has approached the Promoter to purchase from the Promoter and, the Promoter has, at the request of the Allottee/s agreed to sell to the Allottee/s "on ownership basis", the residential unit/premises more particularly mentioned in the **Sixth Schedule** hereunder written and hereinafter referred to as "**the said Premises**", situate in the tower of the Real Estate Project as more particularly mentioned in the **Sixth Schedule** hereunder written (the "**Building**"), at or for the price more particularly mentioned in the **Sixth Schedule** hereunder written and hereinafter referred to as the "**Sale Consideration**" payable by the Allottee/s to the Promoter in the manner set out in the **Sixth Schedule** hereunder written (*Payment / Instalment Schedule*). Prior to the execution of this Agreement, the Allottee/s has paid to the Promoter part payment of the Sale Consideration of the said Premises as more particularly mentioned in the **Sixth Schedule** hereunder written (the payment and receipt whereof the Promoter doth hereby admit and acknowledge).
- Z. The Promoter has explained and disclosed to the Allottee/s, and the Allottee/s



- (i) The Real Estate Project is one of the phases of the Whole Project, and the Promoter shall be entitled to utilise the entire Larger Land Development Potential on the Whole Project Land, in one or more phases, till the complete utilisation thereof, and the Allottee/s shall not and shall not be entitled to raise any claims / objections in this regard;
- (ii) The Promoter currently proposes to undertake development of the Future Development by constructing thereon, residential buildings / towers, as a distinct phase of the Whole Project. However, the Promoter has reserved its rights to undertake development of the Future Development by developing either residential / commercial / IT / retail and / or any other such user as may be permissible under applicable laws, and / or to merge the Future Development (or any part thereof) with the Residential Project Land), and the Allottee/s hereby grants his express consent for the same and shall not be entitled to raise any claims / objections in this regard;
- (iii) The Promoter shall develop the Inclusive Housing Development by constructing on a portion of the Real Estate Project, the Inclusive Housing Units (and regular units, as applicable).
- (iv) The Promoter shall be entitled to increase the height and floor count of buildings / towers / structures comprised in the Whole Project (including the Real Estate Project). In relation to the Real Estate Project, the Promoter shall be entitled to construct up to two or such additional floors in each of the buildings / towers comprised in the Real Estate Project as may be permitted under applicable law;
- (v) The Open Space is the statutory recreational space, and the Promoter proposes to provide certain recreational facilities / amenities therein, which form a part of the Whole Project Amenities. The Open Space, along with the recreational facilities / amenities developed therein, shall be for the use and enjoyment of all allottees / occupants of the Larger Land, and the Allottee/s shall not, and shall cause and procure that the Society does not, claim any sole / exclusive rights therein;
- (vi) The Whole Project Amenities shall be constructed and completed along with the Whole Project, and the Allottee/s consents to and confirms the same, and further, the Allottee/s shall not, and shall not be entitled to, raise any claims / objections in this regard;



(vii) The Approved Layout Plan currently reflects the MLCP / Parking Building as a parking building having Basement + Lower Ground + Stilt + 7 Upper Floors. The Promoter may, at its sole, absolute and unfettered discretion, alter the structure and floors of the parking building as denoted on the Approved Layout Plan by suitably amending / revising / modifying the Approved Layout Plan, to bring the / Parking Building as denoted on Approved Layout Plant in conformity with the MLCP / Parking Building as described hereinabove. The Allottee/s irrevocably consents to the same, and further, the Allottee shall not, and shall not be entitled to, raise any claims / objections in this regard.

(viii) The Promoter may at its sole, absolute and unfettered discretion, alter the location, shape and / or the size of the recreational open space, as is denoted on the Approved Layout Plan. The Allottee/s irrevocably consents to the same, and further, the Allottee/s shall not, and shall not be entitled to, raise any claims / objections in this regard;

AA. The Parties relying on the confirmations, covenants, representations and assurances of each other to faithfully abide by all the terms, covenants, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions hereinafter appearing.

BB. Under Section 13 of the RERA Act, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee/s i.e., this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

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

1. DEVELOPMENT:

1.1. The Promoter shall construct the Real Estate Project, including the said Building as more particularly mentioned in the **Sixth Schedule** hereunder written comprising of the 'Floor Composition' also more particularly mentioned in the **Sixth Schedule** hereunder written in accordance with the plans, designs and specifications as approved by the PCMC from time to time (including the CC, Approved Layout and the Proposed Layout)



in writing of the Allottee/s in respect of any variations or modifications which may adversely affect the said Premises, except any alteration or addition required by any government authorities or due to change in law or any change as contemplated by any of the disclosures already made to the Allottee/s (including the Proposed Layout Plan).

1.2. The consent referred in the aforesaid proviso shall not be withheld by the Allottee/s. The Promoter has agreed to enter into this Agreement relying *inter alia* upon the representation, assurance and covenant of the Allottee/s that the consent as aforesaid shall not be withheld by the Allottee/s.

2. TRANSACTION:

2.1. The Allottee/s hereby agree/s to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s, the said Premises as more particularly mentioned in the **Sixth Schedule** hereunder written and shown in red hatched lines on the typical floor plan, an authenticated copy whereof is annexed at **Annexure 'I'** hereto, at and for the Sale Consideration more particularly mentioned in the **Sixth Schedule** hereunder written.

2.2. As incidental to the purchase of the said Premises by the Allottee/s, the Promoter shall provide to the Allottee/s absolutely free of any consideration, cost, charge and/or fee, permission to park in the car parking space/s being constructed in the Real Estate Project and / or the MLCP (*as the case may be*), and such number of car parking space/s being more particularly mentioned in the **Sixth Schedule** hereunder written and hereinafter referred to as the "**said Parking Space/s**". The exact location and dimension of said Parking Space/s will be finalized by the Promoter in its sole, absolute and unfettered discretion, and only upon completion of the Whole Project in all respects, and the Allottee/s shall not have any right to demand from or require the Promoter to allot any specific car parking space/s.

2.3. The specifications of the internal fittings and fixtures in the said Premises that will be provided by the Promoter are listed in the **Eighth Schedule** hereunder written and the Allottee/s is satisfied with the fittings and fixtures mentioned therein.

2.4. The Allottee/s agree/s and covenant/s to pay the Sale Consideration



mentioned in the **Sixth Schedule** hereunder written in the manner set out in the payment schedule mentioned in the **Seventh Schedule** hereunder written and hereinafter referred to as the "**Payment / Instalment Schedule**". The Sale Consideration shall be paid by the Allottee/s in the Bank Account of the Promoter more particularly mentioned in the **Sixth Schedule** hereunder written and hereinafter referred to as the "**Promoter's Bank Account**", till further instructions by the Promoter. It is further clarified that in the event the Promoter avails of any financing facility from any lender, such lender may require the Sale Consideration to be deposited in a designated account. In such an event, the Promoter shall issue necessary instructions to the Allottee/s to deposit the Sale Consideration in such designated account, and upon receipt of such instructions, the Allottee/s shall deposit the Sale Consideration in such designated account, and such designated account shall be considered to be the 'Promoter's Bank Account', for all intents and purposes.

2.5. In addition to the Sale Consideration, the Allottee/s shall also pay to the Promoter, maintenance/outgoings, corpus and other one-time fees / deposits / charges more particularly mentioned in the **Ninth Schedule** hereunder written and hereinafter referred to as the "**Other Charges & Deposits**". The Other Charges & Deposits shall be paid by the Allottee/s in the Bank Account of the Promoter more particularly mentioned in the **Sixth Schedule** hereunder written and hereinafter referred to as the "**Other Charges & Deposits Bank Account**", till further instructions by the Promoter.

2.6. In addition to the Sale Consideration, Other Charges & Deposits and all other amounts as mentioned herein, the Allottee/s agree/s and covenant/s to pay all taxes (consisting of taxes paid or payable by way of GST and any other taxes, charges, cess, etc. as are now or as may become applicable in future to the transaction contemplated herein) and all duties, levies and cess or any other taxes which may be levied in connection with the construction of and carrying out the Real Estate Project and/or with respect to the said Premises and/or this Agreement, whether now applicable or as may be imposed / become applicable in the future up to the date of handing over the possession of the said Premises to the Allottee/s. The Allottee/s specifically agree/s that he shall bear and pay (or reimburse to the Promoter if paid initially by the Promoter though not obliged to), the GST chargeable/payable on the said instalment/s of the Sale Consideration (and other taxes /



this transaction in respect of the said Premises on intimation by the Promoter to the Allottee/s.

2.7. The Allottee/s shall deduct Tax at Source ("TDS") under the applicable provisions of the Income Tax Act, 1961 read with the Income Tax Rules, 1962, from time to time, while making any payment of any consideration amount (as defined and applicable under the provisions of the Income Tax Act, 1961 read with the Income Tax Rules, 1962, including any amendments thereto), to the Promoter under this Agreement. The Parties agree that the deduction on account of TDS shall be acknowledged / credited by the Promoter, only upon the Allottee/s submitting in a timely manner to the Promoter (against acknowledgment), the original TDS certificate for the amount so deducted and the said TDS certificate is matching with the information as available on the Income Tax Department website for this purpose **PROVIDED THAT** latest at the time of offering possession of the said Premises to the Allottee/s, in the event any TDS has been effected by the Allottee/s and the Allottee/s fail/s to furnish to the Promoter the TDS certificate for such deduction, the Allottee/s shall, prior to taking possession, deposit an equivalent amount as interest free security deposit with the Promoter. The Allottee/s shall produce and furnish to the Promoter, the TDS certificate within 4 (four) months of taking possession of the said Premises, and on the Promoter acknowledging / crediting the amount in terms as stated above, the Promoter shall refund the interest free security deposit to the Allottee/s within a period of 30 (thirty) days therefrom, **PROVIDED FURTHER THAT** in case the Allottee/s fail/s to produce such TDS certificate within the stipulated period of 4 (four) months, the Promoter shall be entitled to appropriate the aforesaid security deposit towards the amount/s payable by the Allottee/s to the Promoter, on account of lack of such TDS certificate and further that the Promoter shall not be liable to refund the aforesaid security deposit. It is expressly clarified that any default on the part of the Allottee/s to comply with the aforesaid provisions of the Income Tax Act, 1961 read with the Income Tax Rules, 1962, from time to time, shall be to the costs, risks and consequences of the Allottee/s.

2.8. The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development and/or betterment charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by any competent authority and/or local bodies/government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for



increase in development and/or betterment charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/ rule/ regulation published/issued in that behalf along with the demand letter being issued to the Allottee/s, which incremental amount shall be apportioned equally between the balance (unpaid) instalments of the Sale Consideration and payable along with the same.

- 2.9. The Sale Consideration shall include amounts towards, amounts towards electrical connection deposit, charges towards formation and registration of the Society (*defined hereunder*) and Apex Body (*defined hereunder*) and legal costs / charges and expenses to be incurred by the Promoter for preparation of this Agreement as well as for the formation and registration of the Society / Apex Body. It is hereby clarified that the aforesaid amounts which will be collected towards electricity deposits do not include the dues for electricity and other bills for the said Premises and the Allottee/s shall be liable to pay for the electricity and other bills on the basis of the individual meters separately.
- 2.10. Time for payment of all the amounts in relation to the transaction contemplated herein, including but not limited to the instalments of Sale Consideration, GST, Other Charges & Deposits and all other amounts and taxes as may be applicable and/or performance of the obligations by the Allottee/s, is the essence of this Agreement.
- 2.11. The amounts payable by the Allottee/s to the Promoter including the payment of instalments as per the Payment/Instalment Schedule more particularly mentioned in the **Seventh Schedule** hereunder written shall be made by the Allottee/s within the stipulated date and time as mentioned in this Agreement and / or separately by the Promoter. With respect to payment of instalments of the Sale Consideration, an intimation from the Promoter to the Allottee/s that a particular stage of construction has been completed shall be sufficient proof that a particular stage of construction has been completed.
- 2.12. All payments required to be made under this Agreement by the Allottee/s, shall be made by Account Payee Cheques / Pay Orders / Demand Drafts / RTGS in favour of the Promoter provided that the final instalment of the Sale Consideration shall be only by way of a Pay Order/RTGS/Demand Draft and no payment made otherwise than as aforesaid, shall be valid or binding



will be considered to be paid to the Promoter only on the realisation/s thereof.

- 2.13. The Allottee/s authorize/s the Promoter to adjust/appropriate all payments made by him under any head(s) of dues (including without limitation interest, taxes) against lawful outstanding, if any, in the Allottee/s name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoter to adjust the Allottee/s payments in any particular manner. For avoidance of doubt, it is clarified that the Promoter will be entitled, at its discretion, to appropriate all payments received from the Allottee/s firstly towards the interest (if any), secondly towards taxes/statutory charges payable/reimbursable (if any) by the Allottee/s (as per the provisions of this Agreement) and lastly towards the principal amount payable. The rights of the Promoter under this clause are without prejudice to the rights and remedies of the Promoter under this Agreement and in law including the right to terminate this Agreement.
- 2.14. The Allottee/s hereby accords/grants his irrevocable consent to the Promoter to securitize, the Sale Consideration and/or part thereof and/or any other amounts receivable by the Promoter hereunder and to assign to the banks/financial institutions the right to directly receive from the Allottee/s, the Sale Consideration and/or part thereof and/or the other amounts hereunder. The Allottee/s, upon receipt of any such intimation in writing by the Promoter, agree/s and undertake/s to pay without any delay, demur, deduction or objection to such bank/financial institutions, the Sale Consideration or part thereof and/or the other amounts payable hereunder. The Promoter covenants that the payment of the Sale Consideration or part thereof or other amounts (as the case maybe) duly made in accordance with the terms hereof by the Allottee/s to the bank/financial institutions, shall be a valid payment of the Sale Consideration or part thereof or of the other amounts and discharge of the Allottee/s obligations hereunder with regard to such payment.
- 2.15. The Sale Consideration has been arrived at/calculated on the basis of the Allottee/s having agreed to pay the Sale Consideration as per the Payment/Instalment Schedule as set out in the **Seventh Schedule** hereunder written and having agreed to comply with the terms and conditions mentioned herein. The Promoter hereby clarifies, and the Allottee/s agrees and confirms that the Promoter shall not be bound to follow, chronological order of construction and completion of any of the



stages of the Payment/Instalment Schedule as mentioned in the **Seventh Schedule** hereunder written and that the Promoter shall be at liberty to choose the chronology of the respective stages of the construction. The Allottee/s agrees that the Promoter may merge or consolidate two or more construction stages/milestones/instalments in its discretion by simultaneously executing the contemplated work in the said construction /milestone/instalment payment stage.

- 2.16. The area of the said Premises is set out in the **Sixth Schedule** hereunder written and comprises of the Carpet Area and Exclusive Area (*if any*). For the purposes of this Agreement, (i) "**Carpet Area**" means the net usable floor area of the said Premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area appurtenant to the said Premises for the exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the said Premises and (ii) "**Exclusive Areas**" shall mean the aggregate area of the exclusive balcony and/or exclusive verandah area and/or exclusive open terrace area appurtenant to the net usable floor area of the said Premises for the exclusive use of the Allottee/s.
- 2.17. The Promoter has agreed to sell to the Allottee/s, the said Premises on the basis of the Carpet Area only and the Sale Consideration agreed to be paid by the Allottee/s to the Promoter is agreed on the basis of the Carpet Area of the said Premises.
- 2.18. The Promoter shall confirm the final Carpet Area of the said Premises after the construction of the Real Estate Project is complete and the occupation certificate is granted by PCMC, by furnishing details of the changes, if any, in the Carpet Area, subject to a variation cap of 3 (three) percent which may be due to construction/execution/finishing variances etc. The total Sale Consideration payable on the basis of the Carpet Area of the said Premises shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area of the said Premises within the defined limit of 3 (three) percent, then the Promoter shall refund the excess money paid by the Allottee/s within 45 (Forty-Five) days with annual interest as prescribed under the RERA Rules, from the date when such excess amount was paid by the Allottee/s. If there is any increase in the Carpet Area of the said Premises allotted to Allottee/s, the Allottee/s shall pay the additional amount to the Promoter prior to taking possession of the said Premises. All the monetary



Sale Consideration and Carpet Area as mentioned in the Sixth Schedule of this Agreement.

3. **FLOOR SPACE INDEX ("FSI"):**

3.1. The Promoter hereby declares that the Whole Project is being developed in a phase-wise manner by constructing and developing multiple buildings/towers/structures on the Whole Project Land / Larger Land, as the case may be, including the Real Estate Project in the manner stated in this Agreement, by utilising the entire Larger Land Development Potential.

3.2. In terms of the UDCPR, 2020, in the course of proposed optimum development of the Larger Land (including the Whole Project and the Real Estate Project) by utilising the full development potential thereof, in phases, the Promoter shall be entitled (but not obligated) to utilize, *inter alia*, all/any of the following FSI, and the term 'Larger Land Development Potential' shall be construed accordingly:

3.2.1. the inherent / base FSI (existing, unutilized and/or available) relating to the Larger Land, as permissible under the UDCPR, as may be in force, from time to time;

3.2.2. FSI in the form of TDR;

3.2.3. the FSI granted / to be granted under the UDCPR, in respect of the Road Widening Area which is to be handed over to the PCMC, in accordance with the prevailing regulations;

3.2.4. the benefit of the FSI which may be made available in lieu of handing over of the amenity space;

3.2.5. Premium FSI and/or Ancillary FSI;

3.2.6. the Compensatory/Incentive FSI benefit for green buildings;

3.2.7. FSI as may be available for lifts, staircases, lift lobbies, etc.;

3.2.8. FSI under Inclusive Housing Regulation of UDCPR;

3.2.9. the benefits (present and future) of the other provisions of the UDCPR, including but not limited to CBD FSI, TOD FSI, additional FSI under Chapter 7, IGBC, IT/ITES FSI, etc. as are subsisting at present and/or as may be revised/amended from time to time.



- 3.2.10. Additional FSI as may, from time to time, be available in respect of the Larger Land, on account of an overall increase in the FSI relating to the Larger Land and/or on account of the revisions in the UDCPR in the future and/or any additional FSI and/or compensatory FSI and/or further FSI benefit being purchased/acquired by the Promoter before the entire development of the Larger Land (including the Larger Project / Whole Project and the Real Estate Project) is completed.
- 3.3. The Promoter hereby declares that the Promoter proposes to utilise/consume the optimum/maximum development potential/FSI (present and future) (presently estimated at approximately 1, 36,089.31 square meters as per the UDCPR, 2020) in the proposed phase-wise development of the Larger Land till the completion of the entire development thereof, and in accordance with the plans as may ultimately be approved and/or amended and sanctioned by the PCMC and/or authorities concerned. The Allottee/s hereby confirms that the declared proposed optimum/maximum development potential/FSI (including as may be varied / modified in the future) shall belong to Promoter only and the Promoter shall, in its sole, absolute and unfettered discretion, be entitled to exploit / utilise the same.
- 3.4. The Promoter has disclosed in the **Sixth Schedule** hereunder written (i) the proposed aggregate FSI to be utilized and consumed in the Real Estate Project; (ii) the FSI available / sanctioned as on date in respect of the Real Estate Project and (iii) the balance FSI which is proposed to be utilized (but not yet sanctioned) in respect of the Real Estate Project. The Allottee/s hereby confirms that the Allottee/s has agreed to purchase the said Premises based on the proposed construction and sale of premises to be carried out by the Promoter by utilizing the proposed aggregate FSI as stated in the Sixth Schedule hereunder written and on the understanding that the declared proposed aggregate FSI shall belong to Promoter only. Further, the entire Larger Land Development Potential shall belong to and vest in the Promoter.
- 3.5. The Promoter further declares that the Promoter has acquired aggregate TDR from third parties as mentioned in the **Tenth Schedule** hereunder written (*details of TDR*), under the deeds of transfer as per the details more



been indicated on the plans sanctioned vide the said CC.

4. **DEFAULT BY THE ALLOTTEE/S AND CONSEQUENCES:**

4.1. If the Allottee/s fail/s or is otherwise unable to pay any of the amounts payable under this Agreement including the Sale Consideration and /or the Other Charges & Deposits and/or GST and/or any other amounts/taxes as applicable within the stipulated date and time as mentioned in this Agreement and/or separately, the Promoter shall be entitled to, without prejudice to the Promoter's other rights and entitlements, to receive and recover from the Allottee/s and the Allottee/s shall pay to the Promoter, the defaulted/delayed amount together with interest thereon at the rate as prescribed under the RERA Rules, for the period computed from the date such amounts are due and payable till the date such amounts are fully and finally paid and realized by the Promoter together with the interest thereon. In addition to the Allottee/s's liability to pay interest as mentioned hereinabove, the Allottee/s shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid or incurred by the Promoter for the purpose of enforcing payment of and recovering from the Allottee/s any amount or dues whatsoever payable by the Allottee/s under this Agreement and the Allottee/s hereby indemnifies the Promoter regarding such expenses.

4.2. Without prejudice to the right of the Promoter to charge and receive interest as stated hereinabove, if the Allottee/s commit/s /has committed (a) default on 3 (three) occasions in respect of payment of instalment/s of the Sale Consideration, and/or (b) default in payment on the due date of the final instalment or of any other amount/s due and payable by the Allottee/s to the Promoter under this Agreement (including the deposits and proportionate share of taxes levied by the concerned authority and other outgoings and reimbursements) (time being of the essence), and / or (c) breach of any of the terms and conditions herein contained, the Promoter shall be entitled at its own option to terminate this Agreement, **PROVIDED THAT** the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee/s, 15 (fifteen) days prior notice in writing ("**Default Notice**") by Registered Post Acknowledgement Due ("**RPAD**") and/or Courier and/or by Email at the address provided by the Allottee/s to the Promoter, of its intention to terminate this Agreement and of the specific breach/s of the terms and conditions in respect of which it is intended to terminate the Agreement. If



the Allottee/s fail/s to rectify the breach/s mentioned by the Promoter to the satisfaction of the Promoter, within the period of the Default Notice, including making full and final payment of all outstanding dues together with interest at the rate prescribed under the RERA Rules, then on the expiry of the period of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("**Promoter's Termination Notice**"), by RPAD / Courier / E-mail at the address provided by the Allottee/s (as mentioned in the **Sixth Schedule** hereunder written). On receipt of the Promoter's Termination Notice by the Allottee/s, this Agreement and all other writings that may have been executed in pursuance hereof shall stand terminated and cancelled, without requiring any other or further act.

4.3. Upon termination of this Agreement:

4.3.1. The Allottee/s shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the Promoter or in respect of the said Premises in any manner whatsoever whether pursuant to this Agreement or otherwise howsoever.

4.3.2. The Promoter shall be entitled to deal with and dispose of the said Premises to any other person/s as the Promoter deems fit without any further intimation, act or consent from the Allottee/s.

4.3.3. An amount equivalent to 10% (ten per cent) of the Sale Consideration, shall stand forfeited / adjusted and retained by the Promoter towards all costs, charges, expenses, losses and/or damages suffered by the Promoter on account of the termination, which the Allottee/s agree/s, confirm/s and acknowledge/s, constitutes a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoter, and that the same is in the nature of liquidated damages and not penalty.

4.3.4. The Promoter shall, subject to provisions of Clause [4.3.7. and 4.4.] below, refund the balance Sale Consideration (i.e., the part of the Sale Consideration till then paid by the Allottee/s to the Promoter, less the forfeited / adjusted / retained amount of 10% of Sale Consideration toward liquidated damages), without interest, only



Allottee/s under the provisions of this Agreement (including any incentive/discount/ benefit of any nature passed on to the Allottee/s under the transaction contemplated herein (including stamp duty benefit, if any), as also any brokerage and / or referral fees), within 30 (thirty) days of termination as stated above.

4.3.5. If any amount/s have been paid / reimbursed by the Allottee/s to the Promoter towards GST and/or other taxes / levies / statutory charges, etc. (as specified in this Agreement), the same shall be refunded by the Promoter to the Allottee/s, subject only upon the same being received by the Promoter from the concerned government / statutory authorities and only to the extent received.

4.3.6. The Allottee/s shall not be entitled to make or raise any claim in respect of the appreciation in value or price of the said Premises as a result of any increase in market price or as a result of any accretion or improvement that may have been made or installed by the Promoter at the request of the Allottee/s or otherwise howsoever.

4.3.7. The Allottee/s shall, without demanding any money, execute (and register, if required) such necessary deeds/ document/s and writing/s as may be required by the Promoter with respect to termination of this Agreement prior to refund by the Promoter as aforesaid.

4.4. If the Allottee/s has availed of a loan from the Lender (*defined hereunder*) for payment of the Sale Consideration and/or any other amounts mentioned herein (or part thereof), against the security of the said Premises subject to the consent and approval of the Promoter, then in the event of the Promoter exercising its right to terminate this Agreement as aforesaid, the Allottee/s shall clear the mortgage debt outstanding at the time of the said termination on its own account without any recourse to the Promoter. The Allottee/s shall obtain the necessary letter from the Lender stating that the Allottee/s has cleared the mortgage debt. On receipt of such letter from the Lender, the Allottee/s shall (subject to what is stated hereinabove) be entitled to the refund of the amount so paid by such Allottee/s to the Promoter towards the said Premises in accordance with what is stated in Clause [4.3]. Notwithstanding the loan (if availed) by the Allottee/s, the Allottee/s's obligation to make payment of the instalments and other charges, taxes and any dues under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional.



4.5. The Allottee/s shall be entitled to terminate this Agreement / withdraw from the Real Estate Project, only in accordance with the provisions of the RERA Act **PROVIDED THAT** if the Allottee/s proposes to terminate this Agreement / cancel / withdraw from the Real Estate Project without any fault of / default on part of the Promoter, the Promoter shall be entitled to forfeit / adjust and retain to itself an amount equivalent to 10% of the Sale Consideration (out of the instalments of the Sale Consideration till then paid by the Allottee/s to the Promoter) towards the costs, expenses, losses and/or damages suffered by the Promoter on account of such termination, which the Allottee/s agree/s, confirm/s and acknowledge/s, constitutes a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoter, and that the same is in the nature of liquidated damages and not penalty.

4.6. With regard to the termination in terms of [Clause 4.5] above, the Allottee/s shall give a prior written notice of at least 45 (forty-five) days to the Promoter of his intention to terminate this Agreement / withdraw from the Real Estate Project. On receipt by the Promoter of the termination notice from the Allottee/s and expiration of 45 (forty-five) days therefrom, this Agreement shall stand terminated and cancelled. The Allottee/s shall within 45 (forty-five) days of receipt of notice by the Promoter, return all documents (in original) with regards to this transaction to the Promoter and comply with all other requirements of the Promoter as would be required pursuant to termination of this Agreement. In such an event, the provisions of [Clauses 4.3 and 4.4] will apply to the termination effected in pursuance of [Clauses 4.5 and 4.6].

5. RIGHTS AND ENTITLEMENTS OF THE PROMOTER:

The Allottee/s agree/s, accept/s and confirm/s and covenants with the Promoter that the Promoter is entitled to the rights and entitlements in this Agreement as stated hereunder:

5.1. to develop the Larger Land in a phase-wise manner by constructing multiple buildings/towers/structures thereon including the Whole Project and the Real Estate Project as more particularly stated in Recital [D] hereinabove and/or in the manner as the Promoter deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Allottee/s has agreed to purchase



of the Promoter in this regard.

- 5.2. to be exclusively entitled to utilise, exploit and consume the entire FSI in the manner as more particularly stated in Clause [3] hereinabove. The development potential from such FSI shall vest with the Promoter and has been reserved by the Promoter unto itself and may be utilised by the Promoter as the Promoter deems fit in its sole, absolute and unfettered discretion, including for the Whole Project. The Promoter shall always be the owner and will have all the rights, title, interest in respect of the unsold premises, unallotted/unassigned car parking spaces, common areas facilities and amenities, open spaces, the recreational areas / facilities provided in the Open Space or any similar facility/ies and all other areas, etc., till the same are transferred to the Society / Apex Body, as the case may be. The Allottee/s will not have any right, title, interest, etc. in respect of the common areas and such other areas as may be designated as common areas by the Promoter, save the said Premises as specifically stated in this Agreement and the Allottee/s has agreed to purchase the said Premises based on the unfettered rights of the Promoter in this regard.
- 5.3. to amend, change or revise the Approved Layout (which is an interim layout), from time to time, so as to utilize / consume, in phases, optimum and maximum of the Larger Land Development Potential on the Larger Land, over a period of time, in a phase-wise manner, and in accordance with the plans as may be approved by the PCMC, from time to time; but without altering the location, area and amenities of the said Premises agreed to be acquired by the Allottee/s in terms of this Agreement.
- 5.4. to amend the Proposed Layout Plan (being Annexure 'A'), building plans, floor plans (including, without limitation, increase/ decrease of floor levels), design, elevation for the purpose of exploiting and consuming the full and maximum development potential and scheme of development of Larger Land.
- 5.5. to relocate/realign service and utility connections and lines, amenity space, parking spaces, common areas, recreation spaces, open spaces, reservations (if any) and all or any other areas, amenities and facilities if the same is required by the PCMC and/or as the Promoter may deem fit from time to time.
- 5.6. to deal with, sell or otherwise dispose of any part or portion of the said Building constructed on the Whole Project Land, and to permit the same to



be utilized for any purpose and shall be entitled to obtain change of user thereof at the absolute discretion of the Promoter.

- 5.7. to construct in, over or around or above the terrace of the said Building / any other building/structure in the Whole Project, any additional area/floor or facility, as may be permitted under applicable law, including the rules of the PCMC and/or any other authority.
- 5.8. to construct temporary structures including site offices / sales lounge in the Real Estate Project / Whole Project (or part thereof) in connection with the development of the Whole Project Land / Larger Land and to access the same at any time, without any restrictions or whatsoever including to use any of the premises constructed in the Real Estate Project / Whole Project as a sample/show flat for representational purposes until the development of the Whole Project Land and/or Larger Land (as the case may be) is completed in all respects.
- 5.9. to use the common areas, facilities and amenities, internal access roads and all facilities, amenities and services in the Whole Project Land and the Larger Land.
- 5.10. to undertake development and construction of the Inclusive Housing Development on a portion of the Residential Project Land, in accordance with the applicable laws.
- 5.11. to market, sell, transfer, mortgage, alienate and dispose of or grant rights with respect to the units/premises/spaces/areas in/on the Real Estate Project / Whole Project and the Larger Land and all its right title and interest therein **PROVIDED HOWEVER THAT** any mortgage of the said Premises by the Promoter shall be subject to and shall not affect the rights of the Allottee/s with respect to the said Premises.
- 5.12. to permit / allot / earmark car parking spaces in/on the Real Estate Project / Whole Project to the allottee/s of units/premises in/on the Real Estate Project / Whole Project, as a benefit and amenity, incidental to the purchase of the units / premises as aforesaid by such allottees/purchasers.
- 5.13. to grant or offer upon or in respect of the Real Estate Project / Whole Project and the Larger Land / Whole Project Land or any part thereof, to any third party including allottee/s therein, all such rights, benefits, privileges,



to all drains, sewers, installations and/or services in the Whole Project Land and the Larger Land.

5.14. to designate any spaces/areas in the Larger Land / Whole Project / Real Estate Project (including on the terrace level of the said Building / Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication, etc.) to be availed by the allottee/s / occupants of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may in its sole, absolute or unfettered discretion deem fit. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers, etc.) in respect of the utility services may be laid/provided in the manner the Promoter may require and may be utilised in common by occupants of units/premises in the Larger Land / Whole Project / Real Estate Project, as the case may be. The Promoter and its workmen/agents/contractors/employees and any third-party contractors shall be entitled to access and service such infrastructure and utilities over the Larger Land. Further, the service areas located within the Real Estate Project may be earmarked by the Promoter including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps, and equipment, etc. and other permitted uses as per zoning plans/building plans. The Allottee/s shall not be permitted to use the service areas, etc. in any manner whatsoever and the same shall be reserved by the Promoter for rendering of maintenance services.

5.15. to put signage / boards to reflect the name of "**Kohinoor**" and/or "**Kohinoor Westview Reserve**" (and / or any other brand name as the Promoter may deem fit) on the façade, terrace, compound wall and any other part / location of the Whole Project / Real Estate Project / Building, as the Promoter in its sole, absolute and unfettered discretion may deem fit. The Promoter shall be entitled to control such signage / boards and all other forms of signage whatsoever within the Larger Land / Whole Project Land / Real Estate Project / Building till such time as the Whole Project Land / Larger Land, as the case may be, is transferred to the Society / Apex Body, as the case maybe. Such signage / boards may be in print media / electric signs / neon signs / illuminated and may be constructed in a permanent or temporary manner and may be maintained, serviced, repaired and replaced and the Promoter and its nominees/representatives shall have access to such



signage /boards for this purpose as the case may be and the Allottee/s agrees not to object or dispute the same. The Allottee/s shall not be entitled to raise any objection or claim or any abatement in the price of the said Premises and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Promoter. The Promoter shall be entitled to install its logo (and/or any other logo permitted to be used by the Promoter) in one or more places in the Larger Land / Whole Project / Real Estate Project / Building and the Promoter reserves to itself full and free right of way and means and access to such place or places for the purpose of repairing, painting or changing the logo.

5.16. to enter into the said Premises or any part thereof with or without its surveyors, agents, workmen and/or others at reasonable time for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the said Building. The Allottee/s is aware that the main water/drainage pipes of the said Building may pass through certain areas within the said Premises. The Allottee/s agree/s that he shall not undertake any civil works / fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes.

5.17. to enter into the said Premises or any part thereof with or without its surveyors, agents, workmen and/or others at reasonable time for the purpose of inspection of all fit out works /renovation works carried out by the Allottee/s (during fit-out period and / or at any time thereafter). In the event the Promoter finds that the nature of fit out works / renovation works executed by the Allottee/s is harmful to the said Premises or to the said Building / Real Estate Project or any part of thereof, the Promoter shall be entitled to demolish the said harmful works and restore the said Premises to its original condition at the Allottee/s's costs and expenses.

5.18. to reserve unto itself the unfettered right to the full, free and complete right of way and means of access in and to the Larger Land at all times, by day and night, for all purposes including to lay and connect drains, pipes, cables and



drains, pipes etc. to the said Building and the other structures as may be finally constructed on the Larger Land / part thereof.

5.19. In the event of the Society being formed and registered before the sale and disposal by the Promoter of all the premises in the Real Estate Project, the power and authority of the Society so formed or that of the Allottee/s and the allottee/s of other premises in the Real Estate Project shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the Real Estate Project, the construction and completion thereof and all the amenities pertaining to the same and in particular, the Promoter shall have the absolute authority and control as regards the unsold premises, un-allotted / unassigned car parking spaces and the disposal/allocation thereof.

5.20. If at any time before or during the currency of the development of the Larger Land, any part of the same is taken over by the government authorities or any regulatory authorities on account of the same forming part of any D.P. Road, set back area and/or for any other purpose, to any institution or body whether central or state government or any local corporation or any authority making claim over it, and the Promoter is required to hand over that area, then in that case the Allottee/s shall not object to the same and in case any compensation is received from the said authority whether monetary or otherwise including but not limited to grant of any FSI/TDR/any permission to put up any additional floors or grant of any incentive FSI, the Allottee/s shall not have any claim on the same and the same shall vest in and belong solely to the Promoter. Similarly, if in case the Promoter is required to develop any kind of road, approach road, access area, any nallah or sewerage area and the Promoter develops the same, whether or not the same forms part of the Larger Land and in that case if on account of such development of road, approach road, service road, access area, any nallah or sewerage area, PCMC or any other authority rewards any benefit whether monetary or otherwise, the Allottee/s agrees that the Allottee/s shall not have any sort of claim on the same and the same shall vest in and belong solely to the Promoter.

5.21. Till the entire development of the Larger Land is completed, the Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, open spaces, gardens, infrastructure facilities, recreational areas and facilities and/or any other common facilities or the



amenities to be provided on the Larger Land and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard.

It is expressly clarified and the parties agree that the rights and entitlements of the Promoter as enumerated in this Clause [5] are not exhaustive, and that notwithstanding anything to the contrary, the Promoter shall be entitled to do and undertake all acts, deeds and things, as may be required for the optimum and maximum utilisation of the Larger Land Development Potential on the said Larger Land / Whole Project Land.

6. OBLIGATIONS OF THE PROMOTER:

6.1. 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 concerned local authorities at the time of sanctioning the plans in respect of the Real Estate Project or thereafter and shall, before offering possession of the said Premises to the Allottee/s, obtain from PCMC, occupation certificate in respect of the said Premises.

6.2. The Promoter is aware that time is the essence of the contract for the Promoter, and the Promoter shall, subject to the provisions of this Agreement, abide by the time schedule for completing the Real Estate Project and offering possession of the said Premises to the Allottee/s after receiving the occupation certificate.

7. CAR PARKING SPACE/S:

7.1. The Promoter is required to make adequate provision for car parking for the Whole Project/Real Estate Project in accordance with the UDCPR, 2020 and/or the applicable building byelaws, regulations, codes, etc. As per the norms, car parking space/s in the form of independent (enclosed/covered/uncovered) and/or areas in the form of mechanical means sufficient to park cars (i.e., either by way of stack/puzzle) and/or otherwise may be provided. The Promoter hereby confirms having made provision of independent (covered/uncovered) parking spaces *inter alia* in respect of the Real Estate Project.

7.2. Accordingly, and as incidental to the purchase of the said Premises by the Allottee/s, the Promoter shall provide to the Allottee/s absolutely free of any consideration, cost, charge and / or fee, permission to park in the said



the **Sixth Schedule** hereunder written. The details (being the exact location, dimension and number) of said Parking Space/s will be finalized by the Promoter only upon completion of the Real Estate Project / Whole Project in all respects.

- 7.3. The said Parking Space/s (as earmarked / provided by the Promoter as a benefit for the use by the Allottee/s as an amenity attached to the said Premises) shall not be used for any purpose other than parking the light motor vehicles of the Allottee/s, his family members/guests and/or any person authorized by the Allottee/s. The Allottee/s is aware that just as the said Parking Space/s will be for his exclusive use, similar exclusive usage rights of the respective parking space/s to other allottee/s of premises shall be granted by the Promoter and that the same shall be binding on the Allottee/s, his nominee/s and assign/s. The details of the allocation of the parking spaces will be handed over to the Society (*in case of parking spaces situate on the parking floor/s of the said Building*) / Apex Body (*in case of parking spaces situate in the MLCP / elsewhere in the Whole Project*). The Allottee/s shall cause the Society / Apex Body (*as the case may be*) to ratify the parking permission / allocation in favour of the Allottee/s (as well as the other allottees / unit purchasers of the Whole Project / Real Estate Project) and further that the Allottee/s shall not cause the Society / Apex Body (*as the case may be*) to change the allocation of parking spaces of other allottee/s. The Allottee/s shall be permitted to use the said Parking Space/s, subject to the rules and regulations of the Society / Apex Body (*as the case may be*).

8. **POSSESSION:**

- 8.1. The Allottee/s is aware that the possession of the said Premises shall be offered to the Allottee/s after the said Premises is ready for use and occupation and the Occupation Certificate *inter alia* for the said Premises is issued by the PCMC. **PROVIDED** all the amounts due and payable by the Allottee/s under this Agreement pursuant to this transaction are paid to the Promoter / concerned authorities and **PROVIDED FURTHER THAT** the Allottee/s has complied with all the terms and conditions of this Agreement.
- 8.2. The Promoter shall, subject to the provisions of [Clause 8.1.] above, endeavour to offer possession of the said Premises to the Allottee/s by the date as more particularly mentioned in the **Sixth Schedule** hereunder written and hereinafter referred to as the "**Date of Offer of Possession**", **PROVIDED HOWEVER**, that the Promoter shall be entitled to



extension of time for offering possession of the said Premises on the Date of Offer of Possession, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:

- 8.2.1. act of God, civil war, act/s of terrorism, civil strife, strike, riots, curfew, epidemic, pandemic, lock-down;
- 8.2.2. any notice, order, rule, notification of the Government and/or other public / statutory authority;
- 8.2.3. any court proceedings, stay order / injunction order / stop-work order issued by any Court of Law / judicial / quasi-judicial body or administrative authority;
- 8.2.4. extension of time for offering possession as may be permitted by the Authority under the RERA Act read with RERA Rules, due to such circumstances as may be deemed reasonable by the Authority.

and, in any of the aforesaid events the Date of Offer of Possession with respect to the said Premises shall stand extended by such period of delay.

8.3. If the Promoter fails to abide by the time schedule for completing the Real Estate Project and for offering possession of the said Premises to the Allottee/s on the Date of Offer of Possession (save and except for the reasons as stated in [Clause 8.2] above), then the only remedy of the Allottee/s, on being notified (in writing by RPAD / Courier / E-mail) by the Promoter of the same, shall be to either:

- 8.3.1. continue with this Agreement and accept the **"revised date of offer of possession"** as estimated and decided by the Promoter, at its discretion. In such an event, the Promoter shall be liable to pay interest at the rate prescribed in the RERA Rules from the Date of Offer of Possession till the revised date of offer of possession and / or, if the possession is offered earlier, then until the date the Promoter offers possession of the said Premises to the Allottee/s.

OR

- 8.3.2. terminate this Agreement by giving a written notice (**"Allottee/s Termination Notice"**) to the Promoter (by RPAD/Courier/E-



Promoter the aforesaid Allottee/s Termination Notice within 15 (fifteen) days from being notified in writing by the Promoter, as aforesaid, of such delay, failing which the Allottee/s shall be deemed to have irrevocably opted and elected to continue with this Agreement, and shall be deemed to have waived his aforesaid option to terminate this Agreement, and shall be deemed to have accepted, all future revisions of the Date of Offer of Possession, from time to time.

8.4. If the Allottee/s has opted to terminate this Agreement and has terminated the same in accordance with [Clause 8.3.2.] above, then on receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Allottee/s Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s, the instalments of the Sale Consideration till then received by the Promoter together with interest at the rate prescribed in the RERA Rules for the period computed from the date the Promoter received such instalment / part thereof till the date such amounts with interest thereon are repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoter and / or the said Premises and / or the said Parking Space/s and the Promoter shall be entitled to deal with and / or dispose of the said Premises and the said Parking Space/s in the manner it deems fit and proper. If any amount/s have been paid / reimbursed by the Allottee/s to the Promoter towards GST and/or other taxes / levies / statutory charges, etc. (as specified in this Agreement), the same shall be refunded by the Promoter to the Allottee/s, subject only upon the same being received by the Promoter from the concerned government / statutory authorities and only to the extent received. The Allottee/s shall execute (and register, if required) such necessary deed/s, document/s and writing/s as may be required by the Promoter with respect to termination of this Agreement prior to refund by the Promoter as aforesaid.

8.5. If as a result of any of the factors as mentioned in [Clause 8.2.] above, which cannot be resolved within a reasonable time and the Promoter is unable to complete the said Building / Real Estate Project and / or to offer possession of the said Premises to the Allottee/s, the only responsibility and liability of the Promoter will be to return to the Allottee/s, the total amount (attributable to the said Premises) that has been received from the Allottee/s



(in terms of this Agreement) (without any interest) and, save as aforesaid, the Allottee/s shall have no right / claim of any nature whatsoever relating to the said Premises or against the Promoter or otherwise on any account whatsoever and howsoever.

- 8.6. If the Allottee/s desire/s any modification/s in the specification/s of the said Premises and/or provision of certain amenities not meant to be provided to the Allottee/s in the said Premises and offer/s to make payment of the additional charges for such modification and/or provision to the Promoter in advance and if the Promoter accepts such offer, then the time required for such modification and/or provision shall be added to the Date of Offer of Possession with respect to the said Premises.
- 8.7. So long as the Promoter obtains from the PCMC, the Part Occupation Certificate in respect of the said Premises, the Allottee/s shall pay the balance of the Sale Consideration and all other amounts as per the provisions of this Agreement and obtain from the Promoter possession of the said Premises and shall thereafter be entitled to use and occupy the same in accordance with the provisions of this Agreement. Thereafter the Promoter shall, without any hindrance or objection by the Allottee/s carry out the remaining development and works in the Real Estate Project / Whole Project / Larger Land (including the construction and completion of the Building Amenities and the Whole Project Amenities).
- 8.8. The Promoter shall for the purpose of offering possession to the Allottee/s on or before the Date of Offer of Possession (or the revised date of offer of possession, as the case may be), intimate the Allottee/s in writing that the said Premises is ready for use and occupation ("**Possession Notice**"). The Allottee/s shall take possession of the said Premises within 15 (fifteen) days of the Possession Notice ("**Possession Period**") by making payment of the balance Sale Consideration, the Other Charges & Deposits and all other amounts / deposits / taxes payable in terms of this Agreement and by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and / or separately, and, the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the said Premises within the Possession Period, the Allottee/s shall, from the expiry of the Possession Period, pay/ be liable to pay the municipal taxes, maintenance charges (applicable for the Real Estate Project Building



charges and all other charges with respect to the said Premises, as applicable and as shall be decided by the Promoter / the Society / concerned authorities (as the case may be). It is expressly clarified that the Building Amenities and the Whole Project Amenities will be constructed and completed with the completion of the said Building and the Whole Project, respectively, and that the Allottee/s shall not be entitled to refuse / delay taking possession of the said Premises on account of non-completion of the said Building Amenities and / or the Whole Project Amenities, at the time of handover of possession by the Promoter to the Allottee/s.

8.9. However, in the further event of the Allottee/s failing to take possession of the said Premises within 1 (one) month from the date of the Possession Notice, the Allottee/s shall be deemed to be in breach of the terms of this Agreement and, the Promoter without prejudice to its other rights under this Agreement shall be entitled to waive / condone such breach on the condition that the Allottee/s shall bear and pay to the Promoter, holding charges at the rate of Rs.10,000/- (Rupees Ten Thousand Only) per month or any part thereof (hereinafter referred to as "**Holding Charges**") for the entire period of such delay in taking possession i.e. from the expiration of the period of 1 (one) month from the date of Possession Notice till possession is taken by the Allottee/s. The Allottee/s agrees and confirms that the Holding Charges as aforesaid shall be a distinct charge not related to and shall be in addition to all other amounts / deposits payable by the Allottee/s to the Promoter under this Agreement / transaction and which shall be paid by the Allottee/s to the Promoter prior to taking possession of the said Premises. During this period of delay, the said Premises shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and costs of the Allottee/s in relation to its deterioration in physical condition. The Allottee/s agrees and confirms that the Holding Charges as aforesaid are in the nature of liquidated damages, and not penalty.

8.10. Upon the Allottee/s taking possession of the said Premises, the Allottee/s shall be deemed to have taken complete and detailed inspection of the said Premises and the Promoter shall be discharged from all responsibilities and objections in respect of any item of work in the said Premises which may be alleged not to have been carried out or completed. The only liability of the Promoter shall be the statutory liability under Section 14 (3) of the RERA Act. If within a period of 5 (five) years from the date of expiry of the Possession Period or the date of handing over the said Premises to the



Allottee/s, whichever is earlier, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost; and in case it is not feasible or practical to rectify such defects, then the Promoter shall at its discretion pay to the Allottee/s reasonable compensation equivalent solely to the construction defect in the said Premises, which shall be determined by the Project Architect/ Project Engineer, and which determination shall be final and binding on the Parties. It is however expressly clarified that:

8.10.1. The Promoter shall not be liable for any defects as aforesaid if the same have been caused by reason of the Allottee/s carrying out / having carried out alterations of any nature whatsoever in the structure of the said Premises or on account of any force majeure factors, which shall include but not be limited to columns, beams, etc. or in the fittings therein. It is particularly clarified and expressly agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out, the defect liability shall automatically become void.

8.10.2. The word 'defects' in this clause means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear and/or by negligent use of the said Premises by the Allottee/s / occupants / vagaries of nature. The Allottee/s has been made aware and the Allottee/s agree/s that the regular wear and tear of the said Premises includes minor hairline cracks on the external and internal walls excluding the Reinforced Cement Concrete ("RCC") structure and the same do not amount to structural defects and hence, cannot be attributed to either bad workmanship or structural defect.

8.11. It is clarified that the Whole Project Amenities shall be available for use by the time the development of the Whole Project is completed, and the said Building Amenities shall be available for use by the time the development of the said Building is completed. The Allottee/s shall have no objection to the



Amenities or any other part of the said Building / Real Estate Project / Whole Project after taking over possession of the said Premises.

8.12. Upon taking possession of the said Premises, the Allottee/s may undertake fit out / renovation works of the said Premises, and for the said purposes, the following terms will be applicable:

8.12.1. the Allottee/s shall undertake fit out/renovation works of the said Premises at his own costs, risks and expenses in accordance with the fit-out guidelines / manual as provided by the Promoter and after obtaining written approval of the Promoter / Society / competent authority (*as the case maybe*). For the purpose of NOC, the Allottee/s shall submit complete plans / drawings with all specifications before starting fit out/ renovation works.

8.12.2. As a security for due compliance of the fit out guidelines / manual / Promoter's NOC / terms and conditions stated therein (including with respect to any damage to the said Premises and / or the Real Estate Project and / or Building Amenities and / or the Whole Project and / or the Whole Project Amenities), the Allottee/s shall prior to taking possession of the said Premises (*irrespective of whether or not, the Allottee/s immediately commences fit out/renovation works*), along with payment of the Other Charges & Deposits, keep deposited with the Promoter an interest free security deposit of the amount as mentioned in **Sixth Schedule** hereunder written and hereinafter referred to as the "**Fit Out Deposit**". The Fit -Out Deposit (and/or part thereof) shall be forfeited in the event of non-compliance by the Allottee/s of any of the terms and conditions as stated herein and/or in the Promoter's / Society's NOC and / or the fit-out guidelines/manual and / or any other documents and/or writings executed by and between the Parties hereto with respect thereto.

8.12.3. The Promoter shall be entitled to inspect all fit out works / renovation works carried out by the Allottee/s. In the event the Promoter finds that the nature of fit-out / renovation works being executed by the Allottee/s is harmful to the said Premises or to the Real Estate Project or any part of thereof and / or is not in accordance with the fit out guidelines / manual as provided by the Promoter, the Promoter can require the Allottee/s to stop such fit-



out/renovation works and the Allottee/s shall stop such fit-out / renovation works at once, without raising any dispute and restore the said Premises to its original condition at the Allottee/s's own costs and expenses.

8.12.4. The Allottee/s shall on completion of the fit-out/renovation works in the said Premises, submit to the Promoter without delay, a completion letter stating therein that the fit-out/renovation works in the said Premises have been carried out in accordance with the plans/drawings submitted to the Promoter/Society (and approved) and the Promoter's/Society's NOC as aforesaid. The Fit-out Deposit shall be refunded, subject to the provisions of this Agreement, upon expiry of a period of 3 (three) months from the date, being the later of (a) submission of the completion letter as aforesaid or (b) handing over the management and charge of the Real Estate Project to the Society.

8.12.5. Neither the Allottee/s nor his Architects/Contractors/ Interior Designers, while carrying out the fit-out / renovation works in the said Premises, shall carry out any additions or alterations which may be detrimental or likely to cause damage or weakening of the premises / exterior walls / adjoining premises / building / structure / RCC structure / columns / beams. In particular, the RCC members / walls should not be punctured, altered, shifted or damaged under any circumstances.

8.13. The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and / or its rights, entitlements and obligations under this Agreement until the entire Sale Consideration, the Other Charges & Deposits and all the amounts payable by the Allottee/s to the Promoter under this Agreement are fully paid and without the prior written permission of the Promoter.

9. FORMATION OF SOCIETY / APEX BODY:

9.1. Formation of Society:

9.1.1. The Promoter shall submit an application to the competent



the Allottee/s and other allottees / unit purchasers of premises in the said Building, in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 ("MCS Act") and the Rules made thereunder, read with the RERA Act and the RERA Rules.

- 9.1.2. The Allottee/s shall, along with other allottee/s of premises in the said Building, join in forming and registering a co-operative housing society under the provisions of the MCS Act and the Rules thereunder and in accordance with the provisions of the RERA Act and RERA Rules, in respect of the said Building in which the allottees / purchasers of premises in the said Building shall be joined as members (the "Society").
- 9.1.3. For this purpose, the Allottee/s shall co-operate with the Promoter and shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, declarations, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the byelaws of the Society and shall fill in, sign and return to the Promoter within 21 (twenty-one) days of the same being made available to the Allottee/s, and do all acts and deeds so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final byelaws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- 9.1.4. Further, the Allottee/s shall, upon being called upon by the Promoter to so do, within the aforementioned time period of 21 (twenty-one) days, pay to the Promoter, the share application money towards the shares of the said Society.
- 9.1.5. The name of the Society shall be decided by the Promoter, and which shall not be changed by the Allottee/s and/or any other allottee/s in the Real Estate Project, without the prior written consent of the Promoter.
- 9.1.6. The Society shall admit all the allottee/s of premises in the said Building as members, in accordance with its byelaws. However, unless and until the Allottee/s is in full compliance of the terms and



conditions of this Agreement including the payment of the entire Sale Consideration to the Promoter and all other amounts payable hereunder, the Society shall not issue and deliver the share certificate to the Allottee/s.

9.1.7. The Promoter shall be entitled, but not obliged, to join as a member of the Society in respect of the unsold premises in the said Building, if any. As and when the unsold premises in the Building are sold by the Promoter, the Society shall admit the allottee/s of such premises as its members without being made subject to or liable to any separate, special, and / or additional condition and required to pay any amounts towards transfer fees, premia, donations, etc., by whatever name called, save and except the share application and entrance fees and in the manner as may be prescribed in the byelaws of the Society and the Allottee/s shall not raise any objection thereto.

9.1.8. It is expressly clarified and the Allottee/s agrees, that the form/type/nature of the organisation of the allottee/s / unit purchasers of the Building shall be a co-operative society only, and in no event whatsoever, will an association of apartment owners or limited company or any other form of organisation of unit purchasers be formed.

9.2. Formation of Apex Body:

9.2.1. The Promoter shall also have an option to form an association of societies / co-operative housing association comprising of multiple societies / Other Organisation/s (*defined hereinafter*) formed with respect to the Whole Project (including the Society formed with respect to the said Building). In the event of the Promoter choosing to form the Apex Body, the Promoter shall submit the necessary application to the competent authority under the provisions of the MCS Act and the Rules made thereunder, read with the RERA Act and the RERA Rules ("**Apex Body**"). The name, nature, type and constitution of the Apex Body, and its rights, powers and authorities shall be determined by the Promoter, in its sole, absolute and unfettered discretion.



discretion, to not form an Apex Body, and that in such an event, the transfer of title of the Whole Project Land and the Whole Project Amenities, shall be undertaken in the manner set out hereunder.

9.3. Formation of Organisations of Unit Purchasers of Other Buildings Comprised in the Real Estate Project, Future Development, Inclusive Housing Development, and Other Developments:

9.3.1. The Promoter shall form one or more suitable organisation/s of unit purchasers / purchasers of (i) the Future Development, (ii) Inclusive Housing other buildings / towers comprised in the Real Estate Project, in accordance with the agreements executed with such unit purchasers (the "**Other Organisation/s**"). It is expressly clarified that the term 'Other Organisation/s', as used in this Agreement, shall also refer to such persons / entities, as may have purchased an entire building / tower / structure comprised in the Whole Project, or such portion of the building / tower / structure comprised in the Whole Project, consequent where to, an organisation of unit purchasers is not required to be formed in respect of such respective building / tower / structure comprised in the Whole Project.

9.3.2. The Allottee/s and the other allottees / unit purchasers of the said Building shall not be members of / a part of / be concerned with any of the Other Organisation/s howsoever.

10. TRANSFER OF TITLE:

10.1. Within 3 (three) months from the date on which (a) the Full Occupation Certificate in respect of the said Building is issued and (b) the Promoter has received the entire Sale Consideration, Other Charges & Deposits and all other amounts from all allottee/s of premises in the said Building, the Promoter shall (subject to its rights (i) to dispose of the unsold premises, if any, in the said Building and receive the entire Sale Consideration and all other amounts / outstanding dues from the allottee/s thereof, (ii) to consume the entire balance Larger Land Development Potential in the manner stated in [Clause 3] above, on the Larger Land, and (iii) to complete the development of the Real Estate Project / Whole Project or part thereof and sell or otherwise transfer / dispose of all units / premises therein) convey all its right, title and interest in the structure of the said Building (excluding the Residential Project Land) along with the FSI consumed in the said Building together with the Building Amenities. to the Society vide a



registered deed of conveyance ("**Society Conveyance**"). The Society shall be required to join in the execution and registration of the Society Conveyance. The Promoter shall not be responsible for any delay by the Society in the timely execution and registration of the Society Conveyance.

10.2. The Promoter shall, upon completion of construction / development of each of the remaining buildings/structures/towers within the Real Estate Project and / or the Whole Project (as the case may be), execute and register similar conveyances (i.e., conveyance of the structure of the buildings/structures/towers (excluding the respective land parcels) along with the FSI consumed in the respective buildings/structures/towers/real estate projects together with the respective amenities (subject to rights of the promoter as aforesaid)) in favour of the respective Other Organisation/s, in accordance with the agreements executed with unit purchasers / allottees of premises in such buildings/structures/towers.

10.3. The Promoter shall, within 3 (three) months from the date on which (a) the Full Occupation Certificate with respect to the last of the buildings/towers/structures/real estate projects within the Whole Project is issued and (b) the Promoter has received the entire sale consideration, other charges & deposits and all other amounts/outstanding dues from all allottee/s of the premises in the Whole Project (subject to and excluding the Society Conveyance and further subject to its rights to (i) dispose of the unsold premises, if any, in the buildings/towers/structures/ real estate projects comprised in the Whole Project and receive the entire sale consideration and all other amounts /outstanding dues from the allottee/s of premises in the buildings/towers/structures/real estate projects comprised in the Whole Project, (ii) to consume the entire balance Larger Land Development Potential in the manner stated in Clause [3] above on the Larger Land and, convey and transfer all its right, title and interest in the entire notionally demarcated, undivided and indivisible Whole Project Land together with the Whole Project Amenities, as well as the Recreational Amenities and Facilities (*defined hereinafter*), to either the Apex Body (*if formed*) or, in its sole, absolute and unfettered discretion, proportionately to the Society jointly with the respective Other Organisation/s, vide a registered deed of conveyance ("**Society / Apex Body Conveyance**"). The Society/Apex Body/Other Organisation/s shall be required to join in the execution and registration of the Society / Apex Body Conveyance. The



/ Apex Body Conveyance.

10.4. In the event the Society / Apex Body Conveyance is executed in favour of the Society jointly with the respective Other Organisation/s, the Society / Apex Body Conveyance shall include such covenants as the Promoter may, in its sole, absolute and unfettered discretion, deem fit, having regard to the optimum management, maintenance and control of the Whole Project / Whole Project Land.

10.5. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges on the Society Conveyance / the Society / Apex Body

Conveyance and the transaction contemplated thereby including in respect of any documents, instruments, papers and writings, and the professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting, approving, execution and registration of all such documents shall be borne and paid by the Society / Apex Body / Other Organisation/s alone and the Promoter shall not be liable towards the same.

10.6. Neither the Allottee/s nor the Society / Apex Body / respective Other Organisation/s shall be entitled to, or ever claim and / or demand for partition / sub-division of the Whole Project Land and / or any part thereof. However, the Promoter may, in its sole, absolute and unfettered discretion, cause sub-division of any areas out of the Whole Project Land and / or the Larger Land.

11. MAINTENANCE / OUTGOINGS:

11.1. The Allottee/s shall from the expiry of the Possession Period (whether or not the Allottee/s has taken possession of the said Premises) be continuously bound and liable to bear and pay his share of maintenance/outgoings in respect of the maintenance and management of the Real Estate Project and the Whole Project including *inter alia*, costs and expenses towards property taxes, betterment charges, N.A. taxes, other rates, taxes, cess, assessments or such other levies by the PCMC or other concerned local authority and/or by the government, insurance charges, audit fees, costs for maintaining utility and infrastructural facilities and other common areas, amenities and conveniences in the Larger Land (to the extent applicable and proportionate to the Whole Project Land), Real Estate Project and the Whole Project including the repair and maintenance of the Building Amenities and the Whole Project Amenities, corpus fund, costs with respect to various



annual maintenance contracts and other service contracts and salaries of all the staff including managers, security, liftman, gardeners, sweepers, etc. and all other common expenses necessary and incidental to the management and maintenance of the said Building, the Real Estate Project and the Whole Project, which is hereinafter referred to as the "**Maintenance/Outgoings**". The Maintenance / Outgoings form part of the "**Other Charges & Deposits**" and is more particularly mentioned in the **Ninth Schedule** hereunder written.

11.2. To facilitate the above payment (i.e., the Allottee/s's share of maintenance/outgoings), the Allottee/s shall, before taking possession of the said Premises deposit with the Promoter, the Other Charges & Deposits (which includes the Maintenance / Outgoings). With respect to the amounts listed in the **Ninth Schedule** hereunder written, the Promoter shall maintain a separate account and render the account in respect of the amounts mentioned therein and received by the Promoter, to the Society / Apex Body / respective Other Organisation/s (and not to any individual allottee/s including the Allottee/s) and the unspent balance, if any, shall be transferred to the Society / Apex Body / respective Other Organisation/s's account, without any interest on the amounts received from the Allottee/s, at the time of handing over the management and charge of the Real Estate Project to the Society, and Whole Project to the Apex Body / jointly to the Society and respective Other Organisation/s.

11.3. Upon the handing over of the maintenance and charge of the Real Estate Project to the Society and the Whole Project to the Apex Body / jointly to the Society and respective Other Organisation/s, the Society, and the Apex Body / the Society and respective Other Organisation/s jointly, shall be responsible for the operation and management and/or supervision of the Real Estate Project and the Whole Project respectively including the Building Amenities and the Whole Project Amenities respectively therein and the Promoter shall not be responsible for the same and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

11.4. The Allottee/s has been informed that the utility meters such as electric meter will initially be in the Promoter's name, and it will be the Allottee's responsibility to get the same changed to his name in the records of the



Promoter, it will be the responsibility of the Allottee/s to make payment of all utility charges from the date on which possession of the said Premises is offered to the Allottee/s. In the event of disconnection of any utility meter due to any payment default of the Allottee/s, then the Allottee/s shall be solely responsible to obtain the reconnection, at his own costs and expenses. The Allottee/s further indemnifies, and shall keep the Promoter well and sufficiently indemnified and saved harmless, of, from and against any and all losses, charges, costs, expenses etc., as may be suffered, incurred by or asserted against the Promoter (including the costs of enforcing this indemnity), on account of failure of the Allottee/s in making timely payment of any and all utility charges.

11.5. It shall not be the obligation of the Promoter to make payment of the taxes and other outgoings payable to the concerned authorities unless and until the Promoter has received the same from the allottee/s of premises in the Real Estate Project. The Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Building / Real Estate Project / Whole Project by the concerned authorities due to non-payment of taxes, electricity bills and/or other dues etc. to the said authorities on account of default in making payments of the said taxes, electricity bills and/or other dues etc. by the Allottee/s or other allottee/s of the premises therein and/or their failing to comply with their obligations under this Agreement.

11.6. Notwithstanding the provisions contained in the above clauses, for the purpose of maintenance, repair and replacement in the Real Estate Project / Whole Project and the Building Amenities / Whole Project Amenities, the Promoter shall be entitled, in its sole, absolute and unfettered discretion to nominate and/or appoint (on behalf of the allottee/s of the Real Estate Project/Whole Project), any person, firm or body corporate (including a group company of the Promoter) (hereinafter referred to as the "**Maintenance Agency**") who shall perform such functions. The Allottee/s expressly authorises the Promoter to enter into the required contract with such Maintenance Agency on behalf of the Allottee/s and the Allottee/s undertake/s to abide by the terms and conditions of the agreement with such Maintenance Agency and pay to such Maintenance Agency, his share of the outgoings (as may be determined by such Maintenance Agency) and also the fees and charges of such Maintenance Agency along with applicable taxes. In such event, the Promoter shall not be responsible / liable to the Allottee/s (and other allottee/s / transferee/s of premises in the Real



Estate Project/Whole Project) for the management, maintenance, payment of taxes, outgoings etc. in respect of/relating to the Real Estate Project / Whole Project. The Promoter shall be entitled to and is authorised by the Allottee/s to reimburse / pay to the Maintenance Agency, the above amounts charged by the Maintenance Agency; out of and from the Maintenance / Outgoings and the further maintenance / outgoings amounts with respect to the Real Estate Project / Whole Project as specified in [Clause 11.9] below.

- 11.7. The Promoter hereby informs the Allottee/s that the Maintenance/Outgoings are based on the estimated maintenance costs (which are not final and are subject to revision from time to time) and therefore, it shall last for such period of time until it is depleted, and presently such period is estimated to be a period of approximately [24] ([twenty-four]) months for the Real Estate Project and [24] ([twenty-four]) months for the Whole Project and the same could be lesser (depending on the actual costs). In the event of the Maintenance / Outgoings being / becoming insufficient to make the payments to the Maintenance Agency, as aforesaid, the Allottee/s agree/s and undertake/s to deposit with the Promoter further maintenance / outgoings amounts with respect to the Real Estate Project / Whole Project (in accordance with the demand of the Promoter and which shall be computed/determined based on the then prevailing estimates (for a further period of [18] ([eighteen]) months approximately, respectively for the Real Estate Project and the Whole Project)), but subject to revision by the Promoter/Maintenance Agency, from time to time) towards payment of the aforesaid expenses and outgoings to the Maintenance Agency, from time to time and the Allottee/s shall not withhold the same for any reason whatsoever. The Maintenance / Outgoings and the further maintenance / outgoings amounts with respect to the Real Estate Project / Whole Project shall not carry interest and will remain with the Promoter in the separate account as mentioned above(subject to the payments to the Maintenance Agency) until the maintenance and charge is handed over to the Apex Body / jointly to the Society and respective Other Organisation/s (*as applicable*) and thereupon, the balance of Maintenance / Outgoings and/or the further maintenance / outgoings amounts with respect to the Real Estate Project / Whole Project, remaining with the Promoter (if any), shall be paid over by the Promoter to the Apex Body / jointly to the Society and respective Other Organisation/s.



further maintenance / outgoings amounts with respect to the Real Estate Project and / or Whole Project (as the case maybe) to the Promoter as provided hereinabove and such default is not rectified within 15 (fifteen) days of the Promoter giving notice to the defaulting allottee/s to remedy the same, then, on expiry of 15 (fifteen) days from such intimation by the Promoter, and any time prior to the handover of the Real Estate Project / Whole Project (as the case may be), the actual charges and expenses made/ required to be made for the maintenance / outgoings amounts with respect to the Real Estate Project and/or Whole Project (as the case maybe), will be adjusted from the Corpus Fund; and if the Corpus Fund is nearing exhaustion / exhausted, then the Promoter shall raise bills periodically to the allottee/s of the premises in the Real Estate Project / Whole Project, and the allottee/s shall, no later than 15 (fifteen) days from the date of bill / invoice raised by the Promoter, pay the amounts / outstanding to the Promoter. In the event the allottee/s fail to pay the amounts invoiced by the Promoter within the aforesaid period of 15 (fifteen) days, then neither the Maintenance Agency nor the Promoter shall be responsible / liable for maintenance / management of the Real Estate Project / Whole Project and the allottee/s of the premises in the Real Estate Project / Whole Project shall be solely responsible and liable for the same.

11.9. The Promoter shall alternatively to the aforesaid (*and if available*) be entitled, in its discretion, to appropriate and/or adjust monies held for one purpose and/or on one account, against any liabilities due and payable herein by the Allottee/s for any other purpose/s and/or on any other account.

11.10. The Promoter shall, in the interest of the Allottee/s, the Real Estate Project and the Whole Project, take decisions regarding management and allocation of funds/monies, and the type, mode, quality of services to be provided, in respect of the Real Estate Project and the Whole Project, and the management and administration thereof, and the Allottee/s, allottees / unit purchasers of other premises, the Society, the Apex Body and the respective Other Organisation/s shall be bound by the same.

11.11. The Allottee/s shall accept the annual statement of the aforesaid expenses duly certified by the chartered accountants of the Promoter, as final and binding and shall not insist on any further clarification on the aforesaid maintenance costs / expenses and enhancements / increases thereto. Such certificate of the chartered accountants will also be considered as final at the time of hand over to the Apex Body / Society jointly with the



respective Other Organisation/s.

11.12. The Allottee/s shall bear and pay (or reimburse to the Promoter), the GST (and other taxes / levies) as may be chargeable on all or any of the amounts comprised in the Other Charges & Deposits payable by the Allottee/s in accordance with this Agreement.

12. DISCLOSURES TO ALLOTTEE/S:

The Promoter hereby makes the following disclosures to the Allottee/s, and the Allottee/s agree to the same:

12.1. The Allottee is aware that alternate arrangements for water supply through tankers will be made for the Allottee's convenience. Expenses incurred for the same will be charged in the maintenance bill till the water connection from the appropriate authority is received. The water connection from the appropriate authority shall be subject to availability and the rules, regulations and bye laws of such appropriate authority and the Promoter shall not be held responsible for the same. Expenses incurred for the same will be charged in the maintenance bill till the water connection is received. The Allottee shall not raise any objection and or claims about the unavailability of supply of water / short supply of water from the appropriate authority / water tankers and shall not raise any objection and/or claims regarding liability to bear and pay for alternate arrangements for water supply through tankers made for his/her/their convenience. Further, the Promoter shall endeavour to obtain necessary permissions from concerned authorities and arrange for development of additional water supply infrastructure such as bore wells, etc. In the event the Promoter obtains permissions from concerned authorities and arranges for development of additional water supply infrastructure such as bore wells etc., all costs, expenses, charges, etc., by whatever name called, shall be borne and paid by the Society / Apex Body, as the case may be, and the Allottee/s undertakes to pay his proportionate share thereof, as and when demanded by the Society / Apex Body, as the case may be. It is further clarified that provision of additional water supply infrastructure as aforesaid shall be on a best-efforts basis; and the same shall not be construed as an obligation of the Promoter.

12.2. The Promoter shall be entitled to use the increased development potential for development of the Larger Land, and undertake such scheme of



consequent increased Larger Land Development Potential on the Whole Project Land / Larger Land. In such an event, the Promoter may be required to carry out consequential changes in the layout as may be required under the regulations.

12.3. The Promoter may, at its sole, absolute and unfettered discretion, alter the structure and floors of the parking building as denoted on the Approved Layout Plan by suitably amending / revising / modifying the Approved Layout Plan, to bring the parking building as denoted on Approved Layout Plant in conformity with the MLCP / Parking Building as described hereinabove.

12.4. The Promoter may, at its sole discretion, alter the location, shape and / or the size of the recreational open space, as is denoted on the Approved Layout Plan.

12.5. The Promoter may, in its sole, absolute and unfettered discretion, increase the height and floor count of the buildings / towers / structures comprised in the Whole Project (including the Real Estate Project, and in relation to the Real Estate Project, may construct up to 2 (two) additional floors in each of the buildings / towers comprised in the Real Estate project.

12.6. The Promoter would be entitled to aggregate any adjoining land parcel with the development of the said Larger Land / Whole Project Land, as the Promoter may deem fit, as provided under the Proviso to Rule 4 (4) of the RERA Rules and other applicable laws.

12.7. In relation to the Future Development, the Promoter makes the following disclosures:

12.7.1. Presently, the Promoter proposes to undertake development of residential buildings / towers / structures on the Future Development, as part of the Whole Project. However, the Promoter may, in its sole, absolute and unfettered discretion, undertake development of either residential / commercial / IT / retail and / or any other such user (or users) as may be permissible under applicable laws.

12.7.2. The Promoter has reserved its rights to merge the Future Development (or any part thereof) with the Residential Project Land (as referred to hereinabove). In the situation of merging of the Future Development (or any part thereof) with the Residential



Project Land, the area under the Residential Project Land and the development potential may, at the sole discretion of the Promoter, stand increased accordingly.

12.8. It shall be the responsibility and liability of the Promoter to make payment of any consideration monies that may become payable under the Promoter Conveyance, and the Promoter shall keep the Allottee/s fully and effectively indemnified against the same.

12.9. If permitted under the applicable laws and deemed fit by the Promoter in its sole discretion, the Promoter may seek sub-division of the Whole Project Land from the Larger Land / sub-division of the Larger Land in the manner as may be deemed fit by the Promoter. However, the Allottee/s, other allottees of the Real Estate Project, Society, Apex Body and / or the respective Other Organisation/s, shall not have any right to demand and/or require the Promoter to sub-divide the Real Estate Project and / or Whole Project Land from the Larger Land.

12.10. The Allottee/s expressly and specifically consents to the rights/entitlements of the Promoter as stated in this [Clause 12] and agrees not to raise any objection whatsoever to the same, so long as the same are carried out without altering the location, area and amenities of the premises agreed to be acquired by the Allottee/s in terms of this Agreement. This consent shall be considered to be the Allottee/s specific consent in accordance with the applicable provisions of the MOF Act and the RERA Act. The Allottee/s shall, if and as and when called upon by the Promoter to do so due to requirement of any authority / under law, execute, in furtherance of the express consent granted herein, such consent letters, no-objection certificates, forms or other writings of whatsoever nature as the Promoter may require for the aforesaid. It is further clarified that the foregoing stipulation regarding execution of consent letters, no-objection certificates, forms, other writings, etc. shall not be interpreted to mean that the Allottee/s has any rights to object / withdraw his express consent for the aforesaid, or that the Promoter is separately required to obtain any form of consent from the Allottee/s.

13. RECREATIONAL AMENITIES / FACILITIES:

13.1. The Open Space is the statutory recreational open space, and as such, is



- 13.2. The Promoter, as currently planned, proposes to construct on the said Open Space, a club-house, and certain other recreational amenities and facilities, which form a part of the Whole Project Amenities. The Open Space, together with the recreational amenities and facilities as may be constructed thereon, as well certain other recreational amenities and facilities as aforesaid as may be provided by the Promoter are hereinafter collectively referred to as the **"Recreational Amenities and Facilities"**. Subject to the Allottee/s observing and performing all the terms, conditions and provisions of this Agreement, the Allottee/s may access, use, and enjoy the Recreation Amenities and Facilities, in respect of which the Allottee/s will be liable to comply with the terms and conditions, including making payment of such user charges and / or annual charges, if any, as may be decided by the Promoter.
- 13.3. The unit purchasers / occupants of the entire Larger Land shall be entitled and permitted to use, access and enjoy the Recreational Amenities and Facilities, and the Allottee/s shall not, and shall cause and procure that the Society / Apex Body, as the case may be, shall not, demand any sole / exclusive usage rights in respect of the Recreational Amenities and Facilities.
- 13.4. It is clarified that the Allottee/s will not be required to pay any additional amount towards the one-time non-refundable membership fee with respect to the Recreational Amenities and Facilities, as the said one-time non-refundable membership fees are part of the Sale Consideration, payable by the Allottee/s. Consequently, at the time of taking possession of the said Premises, the Allottee/s shall automatically be entitled to the membership of the Recreational Amenities and Facilities; and shall be entitled to use the same in the manner provided for hereinabove. The membership rights of the Allottee/s to the Recreational Amenities and Facilities shall always be personal to the Allottee/s and shall not be transferable in any manner to any third party save and except to the transferee of the said Premises upon a permitted sale and transfer of the said Premises, subject to compliance with the rules as may be framed by the Promoter / Apex Body / Society jointly with the Other Organisation/s, from time to time, including timely payment of user charges and / or annual charges, as may be prescribed for the same, from time to time. Under no circumstances shall the Allottee/s or any members of his family be entitled to use the Recreational Amenities and Facilities, after he has sold the said Premises to a third party.



13.5. The management and operation of the Recreational Amenities and Facilities shall, until handover of maintenance and charge, be by the Promoter and / or the Maintenance Agency, and who shall be entitled to *inter alia*, frame, and implement, rules and regulations in respect thereof.

14. COVENANTS AND OBLIGATIONS OF THE ALLOTTEE/S:

In addition to, and not in derogation of, the representations, warranties and covenants of the Allottee/s as set out elsewhere in this Agreement, the Allottee/s covenants with, and represents and warrants to, the Promoter, as under:

14.1. The Allottee/s is aware that time is the essence of the contract for the Allottee/s and the Allottee/s agrees and covenants that he shall make timely payments of the instalments of the Sale Consideration, Other Charges & Deposits and all other amounts/taxes payable by Allottee/s in terms of this Agreement and complying with all the other obligations hereunder.

14.2. The Allottee/s is aware that the project area of the Real Estate Project mentioned on the webpage of the Real Estate Project on the MahaRERA/Authority website has been mentioned only for the purpose of registration of the Real Estate Project as a "real estate project" as per the RERA Act and the RERA Rules and that the transfer and conveyance of the Real Estate Project and the Project Land will be as per [Clause 10] of this Agreement.

14.3. The Promoter shall be entitled to construct site offices/sales lounge and/or sample/show flats on the Whole Project Land (including sample/show flats within premises of the Real Estate Project/Whole Project with the consent of the concerned allottee/s) and shall have the right to access the same at any time without any restriction whatsoever until the development of the Whole Project Land and / or the Larger Land (as the case may be) has been completed in all respects and the full development potential has been utilised by the Promoter.

14.4. The Allottee/s shall not, and cause and procure that the Society / Apex Body shall not, demand any sole / exclusive usage rights in respect of the Recreational Amenities and Facilities, or raise any claims / objections whatsoever or create any hindrances / nuisance whatsoever, in relation to the use, access and enjoyment of the Recreational Amenities and Facilities by the allottee/s / occupants of the Larger Land



- 14.5. The Promoter shall be entitled to undertake development of the Future Development by developing either residential / commercial / IT / retail and / or any other such user as may be permissible under applicable laws as well as the necessary infrastructure, amenities, facilities, etc. as may be required for the same, and / or to merge the Future Development (or any part thereof) with the Residential Project Land / Real Estate Project, and the Allottee/s shall not, and cause and procure that the Society / Apex Body shall not, raise any claims / objections / demands whatsoever, in relation thereto.
- 14.6. Further, the Promoter shall be entitled to undertake development of the Inclusive Housing Development on any portion of the Whole Project Land as permissible under applicable law, and the Allottee/s shall not, and cause and procure that the Society / Apex Body shall not, raise any claims / objections / demands whatsoever, in relation thereto.
- 14.7. If the Allottee/s intends to visit the under-construction project then it shall make a written request to the Promoter for a site visit, and if it is feasible based *inter alia* on the stage of development and construction and subject to the safety conditions, the Promoter shall intimate the Allottee/s the date and time for such visit and the Allottee/s shall accordingly be entitled to a site visit on the date and the time as intimated by the Promoter accompanied by site staff of the Promoter. It is clarified that, children below the age of 15 (fifteen) years and senior citizens shall not be allowed to enter the site. The Allottee/s agrees to follow all the safety precautions during the site visit and undertakes not to hold the Promoter responsible for any loss or damage or harm incurred or suffered by the Allottee/s or any person accompanying the Allottee/s, due to negligence or wrongful acts or otherwise, during the site visit.
- 14.8. The Allottee/s is aware that the show/sample flat, if any constructed by the Promoter and all furniture, items, electronic goods, amenities etc. displayed therein, and any marketing material including sales brochures, print advertisements, models, photographs, videos, illustrations, walk through, etc. provided to the Allottee/s or made available for the Allottee/s's and/or general public viewing are merely an artists' impression and for representational purposes for depicting lifestyle and illustrating a possible option of design, layout and look of the said Premises and shall not constitute a representation or warranty or declaration by the Promoter or by any of its agents / employees / representatives / channel partner/s and the Allottee/s shall not be entitled to make any claim upon the Promoter with



respect to any item/component/facet that is not specifically agreed to be provided by the Promoter to the Allottee/s under this Agreement.

- 14.9. The Allottee/s is aware that all natural materials including marble, granite, natural timber, etc. and the factory produced materials like tiles, paint etc., which may be used in the said Premises / Real Estate Project contain veins and grains with tonality differences and are also susceptible to inherent shade and colour variations. The Promoter represents that though it shall pre-select such natural and factory produced materials for installation / application in the said Premises / Real Estate Project and the same is on a best endeavour basis, the Allottee/s shall not hold the Promoter liable for their non-conformity, natural dis-colouration, tonal differences or inconsistency at the time of installation / application.
- 14.10. The Allottee/s is aware that the warranties of equipment, appliances and electronic items installed in the said Premises / Real Estate Project / Whole Project by the Promoter shall be as per the standard warranties provided by the manufacturer only and accordingly, any defect in such equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system/equipment installer/manufacturer only and, if such equipment, appliances and electronic items are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void. It is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contracts shall be obtained by the Allottee/s (with respect to the said Premises) and by the Society / Other Organisation/s / Apex Body (with respect to the Real Estate Project and / or the Whole Project, as the case may be).
- 14.11. The Allottee/s shall offer his unconditional support for compliance as required by local/state/central government including semi-governmental agencies and pollution control board and which may include operation of the rain water harvesting, water treatment plants, sewerage/effluent treatment plant (if any), fossil fuel generators, mechanical parking (if any), solar water heater, photo-voltaic lights/panels, ventilation devices, fire-fighting system / equipment / alarms / sprinklers, organic waste convertors, solid waste segregation, garbage chute and other equipment and processes etc. The



the Society/Other Organisation/s / Apex Body / Maintenance Agency to operate, upgrade, maintain and run the above-mentioned equipment, systems, facilities and processes as per the rules and regulations imposed by the concerned authorities and the Allottee/s agrees to contribute to costs involved in these processes on pro-rata basis or as decided by the Promoter / Society/Other Organisation/s /Apex Body. The Allottee/s will not hold the Promoter accountable for any penalty or action taken by any authority for failure on the part of the Allottee/s or the Society/Other Organisation/s / Apex Body, to comply with the required laws and procedures for obtaining consents, certification, permissions etc. for operation, up-gradation, modification, periodic monitoring and maintenance of such equipment /devices and processes.

14.12. The Promoter shall be entitled to construct and complete the Whole Project Amenities along with the completion of the Whole Project, and the Allottee/s shall not, and cause and procure that the Society / Apex Body shall not, raise any claims / objections / demands whatsoever, in this regard.

14.13. The Promoter shall be entitled, at its sole, absolute and unfettered discretion, to alter the structure and floors of the parking building as denoted on the Approved Layout Plan by suitably amending / revising / modifying the Approved Layout Plan, to bring the parking building as denoted on Approved Layout Plant in conformity with the MLCP / Parking Building as described hereinabove, and the Allottee/s shall not, and cause and procure that the Society / Apex Body shall not, raise any claims / objections / demands whatsoever in this regard.

14.14. The Promoter shall be entitled to alter the location, shape and / or the size of the recreational open space, as is denoted on the Approved Layout Plan, to bring the same in conformity with Open Space as denoted on the Proposed Layout Plan, and the Allottee/s shall not, and cause and procure that the Society / Apex Body shall not, raise any claims / objections / demands whatsoever in this regard.

14.15. The Allottee/s with an intention to bind all persons into whose hands the said Premises may hereinafter come, hereby irrevocably represent/s and covenant/s with the Promoter as follows for the purpose of *inter alia* ensuring the soundness, safety and maintaining of the Real Estate Project / Whole Project / Larger Land:

14.15.1. not to do or suffer to be done anything in or to the Real Estate



Project, the said Premises, staircase, common areas or any passages which may be against the rules, regulations or bye-laws of the concerned authorities or change/alter or make addition in or to the Real Estate Project or to the said Premises itself or any part thereof without the consent of the local authority (if required) and to maintain the said Premises at the Allottee/s's own cost in good and tenantable repair and condition from the date on which the Allottee/s is permitted to use the said Premises. In the event of Allottee/s committing any act in contravention of this provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authorities and / other public authorities;

14.15.2. not to store in the said Premises (and in any part of the Real Estate Project / Whole Project / Larger Land), any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structure of the Real Estate Project or storing of which goods is objected by the concerned local or other authority; and shall not carry or cause to be carried heavy packages to the upper floors which could damage the staircases, common passages or any other part of the structure of the Real Estate Project (including entrances of the Real Estate Project) or the said Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach;

14.15.3. not to demolish / cause to be demolished, the said Premises or any part thereof so as to support, shelter and protect the other parts of the said Building / Real Estate Project nor make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Premises nor make any alteration in the elevation nor cover/enclose the planters and service ducts or any of the projections from the said Premises or within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises nor do / cause to do any hammering for whatsoever use on the external / dead walls of the said Premises or do any act to affect the FSI potential of the Real Estate Project. The Allottee/s is aware that in the event of any unauthorized alteration or construction in the said



notice, at the sole cost and expense of the Allottee/s;

- 14.15.4. not to make or permit to be made any structural changes or disturb or overload or pierce, etc. on any structural component in the said Premises and the common areas of the said Building/Real Estate Project including the lobby level slab. The Allottee/s is aware that in the event of any unauthorized alteration or construction in the said Premises and/or the common areas of the said Building / Real Estate Project as aforesaid, local authorities will be entitled demolish such unauthorized alteration or construction, without giving any prior notice, at the sole cost and expense of the Allottee/s/said Society (*as the case may be*);
- 14.15.5. not to commit or permit to be committed any alteration or changes in sewers, drains, pipes, conduits, cables and other fixtures and fittings serving the other premises in the Real Estate Project so as to support, shelter and protect the other parts of the said Building / Real Estate Project and to keep them in good tenantable repair and condition nor make any form of alteration for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- 14.15.6. not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the said Building /Real Estate Project / or any part thereof in any manner whatsoever;
- 14.15.7. not to make or permit to be made any alteration to the waterproofing and flooring provided in the bathroom/s, etc. of the said Premises and if this covenant is not observed by the Allottee/s then the Promoter shall not be liable / responsible for leakage or damage;
- 14.15.8. not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Premises or any portion thereof. The Allottee/s shall fix the grills from inside of the windows only. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertakes to not fix any grill having a design other than the standard design approved by the Promoter;
- 14.15.9. not to affix air conditioner/s at any other place other than at the



location earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the said Building/Real Estate Project or any part thereof in any manner whatsoever;

- 14.15.10. not to install or affix any antennae on or near or attached to any window or any in way spoiling or affecting the elevation of the said Building / Real Estate Project. Such antennae, if any, shall only be installed on the terrace of the said Building / Real Estate Project and the wiring in respect of the same shall only be done through the electrical duct provided for in the said Building / Real Estate Project;
- 14.15.11. not to cover or construct anything on the open spaces, garden spaces, recreation area and/or parking spaces/areas;
- 14.15.12. not to use the said Parking Spaces for any other purpose, other than for parking of vehicles;
- 14.15.13. not to make any alteration in the elevation and external colour scheme of the paint of the Real Estate Project, in any manner whatsoever without the prior consent in writing from the Promoter / said Society and to maintain the façade and the aesthetics of the said Building/ Real Estate Project (along the front, the sides and the rear elevations thereof) and the said Premises in the same form as the Promoter constructs and hands over to the Allottee/s / said Society;
- 14.15.14. not to do or permit to be done any act or thing which may render void or voidable any insurance of the Real Estate Project or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 14.15.15. not to change the user of the said Premises without the prior written permission of the Promoter and/or the Society / local authorities (as may be required);
- 14.15.16. not to put / hang any clothes, etc. in or upon the windows / service ducts / balconies and other portions which may be visible on the external facade of the said Building / Real Estate Project;



deposited or thrown from the said Premises in or around the staircases, lobby, landing/s, lift/s, refuge areas or in any common areas of the said Building and/or any portion thereof and the Allottee/s shall along with other allottee/s make good and sufficient provision for the safe and efficient collection and disposal of all waste generated at the said Premises and/or the said Building / Real Estate Project to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities including to segregate dry and wet garbage and also to treat the wet garbage separately within the said Building / Real Estate Project/Whole Project/Larger Land;

14.15.18. not to put any name boards / nameplates, neon / illuminated signboards or letter box in the common areas or on the walls of the said Building / Real Estate Project, save and except at the place/s as may be approved or provided by the Promoter/ said Society, provided however that nothing contained herein shall prevent the Allottee/s from putting a nameplate on the main door of the said Premises;

14.15.19. not to do or permit to be done any renovation/repair within the said Premises which will be in violation of the fit-out guidelines/ manual and the Promoter/Society NOC, as referred in [Clause 8] hereinabove. In the event of the Allottee/s carrying out any renovation/repair within the said Premises in violation as aforesaid, then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the Real Estate Project on account of such renovation/repair and the Promoter's obligation to rectify any defect/s or compensate for the same as more particularly described in [Clause 8] of this Agreement shall immediately cease and the Allottee/s/ the Society shall have no claim(s) of whatsoever nature against the Promoter in this regard;

14.15.20. not to at any time cause or permit any public or private nuisance or to use loudspeakers, amplifiers, etc. in or upon the said Premises, the Real Estate Project or the Whole Project / Larger Land or any part thereof or do anything which shall cause an annoyance, inconvenience, suffering, hardship or disturbance



to its occupants or to the Promoter;

14.15.21. not to raise any objection to the Promoter completing the construction of the Real Estate Project/Whole Project (including additional floors, if any to be constructed in the Real Estate Project and the Whole Project as aforesaid) in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to the Allottee/s taking possession of the said Premises;

14.15.22. from the expiry of the Possession Period, to bear and pay, regularly and punctually, all taxes, maintenance/outgoings and all other amount/s payable (as per the terms of this Agreement) in respect of the said Premises/Real Estate Project/Whole Project;

14.15.23. use the said Premises only for the purpose of his residence;

14.15.24. use the parking space/s for parking of cars belonging to the Allottee/s and/or members of his/her family and / or their guests / visitors / authorized persons and not to allow any unauthorised person/s or stranger/s to park their cars in the parking space/s earmarked / permitted for the use of the Allottee/s; and not park at any other place other than as permitted/allotted by the Promoter;

14.15.25. use the common areas and facilities of the said Building / Real Estate Project, without causing any hindrance or obstruction to the other allottee/s of premises in the said Building / Real Estate Project;

14.15.26. to remove / cause his labourers/contractors (at his own costs and expenses) to remove the debris/ wastage materials arising out of any renovation works, interior works, fit out works, furniture making or any other allied work in the said Premises on a daily basis. Such debris/wastage materials shall not be accumulated or placed in the common passages, corridors and basement or in any area within the Real Estate Project / Whole Project / Larger Land;

14.15.27. to cause the Society to paint the Real Estate Project at least once in every 5 (five) years and to bear his share of expenses



the Real Estate Project and to do all other acts and things for the upkeep and maintenance thereof and to extend all co-operation, assistance and facilities for the same;

14.15.28. to ensure the quiet and peaceful enjoyment by all the allottee/s and occupants therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the said Premises, the said Building/ Real Estate Project/Whole Project / Larger Land;

14.15.29. abide by all the bye-laws, rules and regulations of the Government, the PCMC or any other concerned authorities/local bodies/MOEF Project Authority (including entering into MOUs/ writings as may be required by such authorities), as applicable/may apply to the said Building/Real Estate Project and any variations/modifications thereto, as may be decided by the Promoter, from time to time and approved by the concerned authorities, from time to time, and shall attend to, answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws;

14.15.30. shall be solely responsible for compliance with applicable laws, notifications, guidelines, etc. for purchase/ acquisition of immovable property in India (as applicable to the said Premises), including those pertaining to payment for the same;

14.15.31. If the Allottee/s is a resident outside India (or a person, etc. to whom similar provisions are applicable), then it shall be his/her sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999 and all other necessary requirements, rules, regulations, guidelines, etc. of the government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. The Allottee/s shall also furnish the required declaration/documents to the Promoter on the prescribed format, if necessary. All payments by / refund to the Allottee/s (being Non-Resident Indians (NRI) and foreign citizens of Indian origin), shall be made in Indian Rupees;

14.15.32. that the entry and exit points and access to the Whole Project shall be common to all allottee/s, users and occupants in the Whole Project and to the Promoter till the development of the Larger



Land is completed;

14.15.33. that the open space areas, the Recreational Amenities and Facilities comprised in the Whole Project Amenities shall be common to all the allottee/s, users and occupants in the Whole Project and the Allottee/s shall not and/or cause the Society to claim any sole right(s), title, interest with respect to the same;

14.15.34. that the issuance of the Occupation Certificate with respect to the Real Estate Project by PCMC shall mean and shall be construed that the Promoter has carried out the development and construction of the Real Estate Project in conformity with the sanctioned plans, approvals and permissions issued by PCMC and the Allottee/s shall not raise any dispute(s), claim(s) and/or demand(s) with respect to the development and construction of the Real Estate Project.

14.16. The representations, warranties and covenants stated in this clause are of a continuing nature and the Allottee/s shall be obliged to maintain and perform such representations, warranties and covenants. In the event of the Allottee/s committing any act in contravention of the provisions contained in Clause [14.15] above, the Allottee/s shall be responsible and liable for the consequences thereof to the Promoter / said Society / concerned local and/or other public authority (as the case may be).

14.17. The Allottee/s shall also be responsible for and shall indemnify and keep indemnified, the Promoter, of from and against all damages, actions, claims, demands, costs, charges, expenses, penalty, prosecutions, proceedings relating to the said Premises or the said Building / Real Estate Project (or any part thereof) or to any person, due to any negligence or any act deed thing or omission made, done or occasioned by the Allottee/s or the servants, agents, licensees, invitees or visitors of the Allottee/s and/or any breach or non-observance by the Allottee/s of the Allottee/s representations, warranties and covenants which are to be observed and performed by the Allottee/s.

15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby, subject to what is stated in this Agreement, represent/s and warrant/s to the Allottee/s as follows:



marketable as declared in the Title Report/s annexed to this Agreement and the Promoter has the requisite rights to carry out development upon the Whole Project Land and also has actual, physical and legal possession *inter alia* of the Whole Project Land for the implementation of the Real Estate Project;

15.2. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;

15.3. There are no encumbrances upon the Real Estate Project except those disclosed on the webpage of the Real Estate Project on the Authority's website;

15.4. There are no litigations pending before any Court of law with respect to the Real Estate Project;

15.5. All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project; are valid and subsisting and have been obtained by following due process of law. Further, approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project shall be obtained by following due process of law and the Promoter has been and shall at all times remain to be in compliance with all applicable laws in relation to the Real Estate Project;

15.6. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

15.7. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Real Estate Project, including the said Premises which will, in any manner, affect the rights of Allottee/s under this Agreement;

15.8. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;

15.9. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies



levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable by the Promoter with respect to the Real Estate Project to the competent authorities, till the possession is offered to the Allottee/s;

- 15.10. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received by the Promoter in respect of the Whole Project Land and/or the Real Estate Project.

16. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S:

In addition to, and not in derogation of the representations, warranties and covenants of the Allottee/s contained elsewhere in this Agreement, the Allottee/s (and each of them jointly and severally) hereby represent and warrant to, and covenant with, the Promoter as under:

- 16.1. The Allottee/s is competent to enter into contract and is not prohibited from entering into this Agreement and/or to undertake the obligations, covenants, etc. contained herein.
- 16.2. No insolvency, bankruptcy, winding up proceedings are initiated, threatened and/or pending against the Allottee/s.
- 16.3. No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his assets and/or properties.
- 16.4. None of his assets/properties is/are attached and/or no notice of attachment has/have been received under any rule, law, regulation, statute, etc.
- 16.5. No notice is or has been received from the Government of India (either Central, State or Local) (including but not limited to the notices under the Income Tax Act) and/or from any other Government abroad and/or any proceedings initiated against the Allottee/s for his involvement in any money laundering or any illegal activity and/or is declaring him to be a proclaimed offender. Further, the Sale Consideration as payable by the Allottee/s in terms of this Agreement is not and shall not originate from any proceeds of crime as envisaged under the Prevention of Money Laundering Act, 2002.



and/or against any of his assets and properties.

16.7. The Allottee/s has not compounded payment with his creditors.

16.8. The execution and delivery of this Agreement and the performance by the Allottee/s of his obligations hereunder do not violate, or conflict with, the terms of any agreement, document, deed, writing etc. of whatsoever nature to which the Allottee/s is a party, and in case of the Allottee/s being an incorporated entity / firm, the same does not violate, or conflict with, any of the charter documents of the Allottee/s.

16.9. The Allottee/s is not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the Real Estate Project / Whole Project / Larger Land and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments.

The representations and warranties stated in this Clause are of a continuing nature and the Allottee/s shall be obliged to maintain and perform such covenants, representations and warranties.

17. NO GRANT, DEMISE OR ASSIGNMENT IN LAW:

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the Real Estate Project or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him. All open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter until the transfer of title of the Real Estate Project to the Society/Whole Project to the Apex Body (as the case maybe).

18. LOAN AND MORTGAGE:

18.1. Promoter's Loan and Mortgage:

18.1.1. After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take the said Premises.



18.1.2. The Allottee/s grant/s his irrevocable consent to the Promoter for mortgaging, from time to time, the Whole Project Land / Larger Land including the buildings constructed / to be constructed thereon (except the said Premises) to enable the Promoter to augment the funds for the development of the Real Estate Project / Whole Project. The Promoter shall clear such mortgage debt before the transfer of title of the Real Estate Project / Whole Project to the Society/Apex Body (as the case maybe).

18.1.3. The Mortgage Details (if any) with respect to the Promoter's right, title and interest in the Larger Land / Whole Project Land, are more particularly mentioned in the **Sixth Schedule** hereunder written. The Promoter shall obtain / has obtained the NOC from the Mortgagee Bank/Financial Institution (*defined hereunder*) for sale of the said Premises, as per details more particularly mentioned in the **Sixth Schedule** hereunder written.

18.2. Allottee/s Loan and Mortgage:

18.2.1. If the Allottee/s seeks a loan from financial institutions or banks or any other lender ("**Lender**") for payment of the Sale Consideration and/or any other amounts mentioned herein (or part thereof), against the security of the said Premises subject to the consent and approval of the Promoter, then till the time the entire Sale Consideration and the other amounts due and payable by the Allottee/s to the Promoter is paid, the rights of the Lender shall be subservient to the rights of the Promoter. The Promoter shall, at the request of the Allottee/s, permit and issue no objection letter to the Allottee/s to enable him, at his sole risk, costs and expenses to obtain loans from the Lender by mortgaging the said Premises.

18.2.2. All costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee/s. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.



agree/s that the Promoter shall have first lien/charge until all the amounts including the Sale Consideration, Other Charges & Deposits and all other amounts payable in respect of the said Premises have been paid.

18.2.3. The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and all other amounts payable by the Allottee/s under this Agreement.

18.2.4. The Allottee/s hereby indemnifies and shall keep indemnified and held harmless the Promoter from and against all claims, costs, charges, expenses, damages and losses (including the costs for enforcing this indemnity) which the Promoter may suffer due to any action that may be initiated by the Lender on account of such loan or for recovery of loan on account of any breach by the Allottee/s of the terms and conditions governing the said loan.

19. **NOMINEE:**

19.1. The Allottee/s hereby nominate/s the person identified in the **Sixth Schedule** hereunder written ("**said Nominee**") as his nominee in respect of the said Premises. In the unfortunate situation of the death of the Allottee/s, the Nominee shall assume all the obligations of the Allottee/s under this Agreement and in respect of the said Premises and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee/s shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee/s.

19.2. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

20. **INDEMNITY:**



The Allottee/s shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto and including the costs of enforcing this indemnity) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Allottee/s in the performance of any and/or all of his /her / their obligations under this Agreement; (c) any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/or occupation of the said Premises and directly or indirectly as a result of the negligence, act and/or omission of the Allottee/s or his agents, servants, tenants, guests, invitees and/or any person or entity under his control; and (d) Allottee/s's non-compliance with any of the restrictions regarding the use and/or occupation of the said Premises.

21. NOTICES:

21.1. All notices/intimations to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by RPAD/Courier/Email ID at their respective addresses as specified in the **Sixth Schedule** hereunder written.

21.2. It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by RPAD/Courier/Email ID, failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

22. ENTIRE AGREEMENT:

22.1. This Agreement along with its Schedules and Annexures constitutes the entire agreement between the Parties hereto and supersedes any previous agreements concerning the said Premises and said Parking Space/s and/or other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any



hereto and subject only to the terms and conditions contained herein.

22.2. The Parties further agree and confirm that the sales brochure and other marketing materials (in whatever media), show flats, of the Promoter in respect of the said Real Estate Project / Whole Project, are only an artistic impression of possible lifestyle options at the Real Estate Project. The transaction between the Parties shall be governed by the terms and conditions of this Agreement alone.

23. WAIVER:

Any delay tolerated or indulgence shown by the Promoter in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment to the Allottee/s by the Promoter shall not be construed as waiver on the part of the Promoter of any subsequent breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor the same shall in any manner prejudice or affect the rights of the Promoter.

24. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the RERA Rules made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as they are reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA Act or the RERA Rules made thereunder 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.

25. FURTHER ASSURANCES:

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

26. PLACE OF EXECUTION:

26.1. The execution of this Agreement shall be complete only upon its execution h



y the Promoter through its authorized signatory and the Allottee/s, at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in Pune City, and registration of the same at the office of the concerned Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Pune, Maharashtra, India.

26.2. The Allottee/s and/or the Promoter shall present this Agreement at the proper / concerned registration office within the time limit prescribed by the Registration Act, 1908 and the Promoter through its authorized signatory will attend such office and admit execution thereof.

27. PERMANENT ACCOUNT NUMBERS:

As required by Rule 114(b) of the Income-tax Rules and Section 139A of the Income Tax Act, 1961, the Parties declare that they are assessed for income tax, and that their respective Permanent Account Numbers are as mentioned in the **Sixth Schedule** hereunder written.

28. AADHAAR NUMBER:

The Allottee/s declare and confirm that their respective Aadhar numbers, duly issued by the Unique Identity Authority of India, are as mentioned in the **Sixth Schedule** hereunder written.

29. JOINT ALLOTTEE/S:

If there are more than one Allottee/s named in this Agreement, all obligations hereunder of such Allottee/s's shall be joint and several and all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him which shall for all intents and purposes be considered as properly served on all the Allottee/s.

30. DISPUTE RESOLUTION:

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA Act and the RERA Rules and Regulations, thereunder.



This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Pune City, and the Courts of Law in Pune will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

32. **RIGHT TO AMEND:**

Any amendment to this Agreement shall only be valid if made by a written agreement between the Parties.

33. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENTALLOTTEE/S AND TRANSFEREES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Real Estate Project shall equally be applicable to and enforceable against any subsequent allottee/s/transferees of the said Premises, in case of a transfer, as the said obligations go along with the said Premises for all intents and purposes, and shall be deemed to be covenants running with the said Premises.

34. **STAMP DUTY AND REGISTRATION:**

34.1. The Allottee/s is responsible and liable to pay the stamp duty, registration charges, LBT, surcharge / cess (if any) and / or all other charges (including out of pocket expenses) for the sale and/or transfer of the said Premises and on this Agreement and on the transaction contemplated herein.

34.2. The particulars of stamp duty paid on this Agreement by the Allottee/s are more particularly mentioned in the **Eleventh Schedule** hereunder written (*Stamp Duty Particulars*).

34.3. It is clarified that the registration charges, LBT, surcharge / cess (if any) and / or any other charge of and incidental to and pursuant to the execution and registration of this Agreement, shall be borne and paid by the Allottee/s alone.

34.4. The Allottee/s had requested the Promoter to facilitate payment of stamp duty and registration charges payable hereon. Accordingly, the Allottee/s had deposited the amount required to be paid towards the stamp duty and registration charges payable hereon, in the Bank Account of the Promoter more particularly mentioned in the **Sixth Schedule** hereunder written and



hereinafter referred to as the "**Stamp Duty Bank Account**". At the request and instructions of the Allottee/s, the amount deposited by the Allottee/s in the Stamp Duty Bank Account, have been utilised for payment of the stamp duty and registration charges hereon, for and on behalf of the Allottee/s, and the Allottee/s has verified and is satisfied with the same.

34.5. The Allottee/s states and declares that he is an 'investor' and is entitled to claim the exemption of stamp duty on the sale of said Premises within three years from the date of purchase as mentioned in proviso to Article 5 (g-a) (ii) of the Schedule I to the Maharashtra Stamps Act.

35. MISCELLANEOUS:

35.1. The Recitals mentioned hereinabove shall form an integral part of this Agreement, and shall be read and construed as though the same were set out verbatim in the operative part hereof.

35.2. The headings in this Agreement are for convenience of reference only and shall not be taken into consideration in the interpretation or construction thereof.

35.3. Any reference to the singular shall include the plural and words imparting the masculine gender shall include the feminine gender and neutral gender.

THE FIRST SCHEDULE REFERRED TO HEREINABOVE

(being Deed of Conveyances executed)

S.No.	Survey Number	Registration No. and Type of Document
1	23/15	Sale Deed bearing no.17995/2022
2	23/17/1/A, 23/17/1/B, 23/17/2/A and 23/17/2/B	Sale Deed bearing no.10387/2022
3	22/16/4, 22/16/5, 22/16/6 and 23/18	Sale Deed bearing no.4118/2021
4	22/16/1, 22/16/2, 22/16/3	Sale Deed bearing no.8134/2022
5	22/15/1	Sale Deed bearing no.1478/2022
6	22/15/2	Sale Deed bearing no 7744/2022
7	23/15 and 23/21	Sale Deed bearing 12251/2021



THE SECOND SCHEDULE REFERRED TO HEREINABOVE

(being a description of the Larger Land)

All those pieces or parcels of land bearing Survey No. 22/14/4, 22/15/1, 22/15/2, 22/16/1, 22/16/2, 22/16/3, 22/16/4, 22/16/5, 22/16/6, 22/17, 23/15, 23/17/1/A, 23/17/1/B 23/17/2/A, 23/17/2/B, 23/18, 23/21 admeasuring 04 Hectares 01.70 Ares in the aggregate and all situate, lying and being at Village Punawale, Taluka Mulshi and District Pune being bounded as follows:

On or towards East : By Punawale-Tathawade Village boundary, part Survey No.22 & 18mtr wide DP Road

On or towards South : By Village Punawale-Marunji Shiv & Survey No.23/20

On or towards West : By Survey No.23/20 & part of Survey No.23/14 and S.No.23(P)

On or towards North : By Survey No.23 (P), remaining part of Survey No.23/15 and S.No.22(P)

Together with all rights, title and or interest, hereditaments, privileges, easements, appurtenances etc., attached thereto.

THE THIRD SCHEDULE REFERRED TO HEREINABOVE

(being a description of the Whole Project Land)

All that piece or parcel of land being a notionally demarcated area admeasuring 28628.46 square meters, out of the Larger Land described in the Second Schedule hereinabove.

THE FOURTH SCHEDULE REFERRED TO HEREINABOVE

(being the Whole Project Amenities, which the Allottee/s shall be entitled to use, access and enjoy in common with other allottees / occupants of Whole Project)

<u>Sr. No.</u>	<u>Names</u>
	<u>Forrest Park (Central Open Space)</u>
1	<u>Walking Track</u>
2	<u>Amphitheatre</u>
3	Sunken Adventure Park



4	Boardwalk
5	Hammock Garden
6	Butterfly Garden
7	Meditation Garden
8	Grass Garden
9	Tunnel
10	Water Feature
11	Tot Lot Area
<u>Event Lawn</u>	
12	Lawn area
13	Water Feature
<u>MLCP 01</u>	
14	Swimming Pool
15	Poolside Deck
16	Party Deck with open serving counter
17	Yoga Deck
18	Fitness Club (Gym)
<u>MLCP 02</u>	
19	Tennis Court
20	Practice Cricket Pitch
21	Spill over deck with seating



23	Multi-purpose hall cum Badminton Court
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THE FIFTH SCHEDULE REFERRED TO HEREINABOVE

(being the Building Amenities, which the Allottee/s shall be entitled to use, access and enjoy in common with the allottees / occupants of the said Building on a non-exclusive basis)

1. Entrance
2. Lifts/Elevators
3. Corridors/Passages
4. Staircase and Staircase Landings
5. Refuge Area

THE SIXTH SCHEDULE REFERRED TO HEREINABOVE

(Meanings of Terms and Expressions)

		Meaning
1.	Said Premises	Residential unit / premises No. A1 - 605 on the 6th floor floor of the said Building. Carpet Area of the said Premises is 76.34 square meters equivalent to 821.72 square feet. Exclusive Balcony Area plus Exclusive Dry Balcony Area of the said Premises is 10.90 square meters equivalent to 117.33 square feet.
2.	said Building	Tower A1 (Building A1 as per sanctioned plans)



3.	Floor Composition	The Building shall comprise of Tower A1 [Parking + 22] floors.
4.	Real Estate Project - FSI Details:	
	FSI available / sanctioned as on date in respect of the Real Estate Project	50,383.26 square meters
	Balance FSI which is proposed (but not yet sanctioned) in respect of the Real Estate Project	85706.05 square meters
	Aggregate FSI proposed to be utilized in the Real Estate Project	1,36,089.31 square meters
5.	Commencement Certificate	Commencement Certificate bearing No. B.P/PUNAWALE/86/2022 dated 22/11/2022. Commencement Certificate bearing No. B.P/PUNAWALE/20/2023 dated 24/03/2023.
6.	Mortgage Details	Not Applicable
7.	Sale Consideration	Rs.82,76,762/- Rupees: Eighty Two Lakh Seventy Six Thousand Seven Hundred Sixty Two Only.
8.	said Parking Space/s	Permission to park in 1 Covered Car Park/ No- A1-144
9.	Promoter Bank Account	Goldway Reality Collection A/c - IDBI Bank Ltd- 0600102000012290 IFSC CODE - IBKL0000600.



	Items	Meaning
10.	Other Charges & Deposits Bank Account (Maintenance A/c)	Goldway Realty Maintenance A/c - IDBI Bank Ltd - 0600102000012315 - IFSC CODE - IBKL0000600.
11.	Stamp Duty Bank Account	Goldway Realty E-Tax A/c - IDBI Bank Ltd -0600102000012306- IFSC CODE - IBKL0000600.
12.	Date of Offer of Possession	31/12/2028
13.	Fit out Deposit	Rs. 25,000/- (Rupees Twenty-Five Thousand Only)
14.	Contact Details for Notice	<u>For the Allottee/s::</u> Name: SANTOSH SINGH PARMAR Address: C-507, MATRUCHHAYA, STATE BANK OFFICERS RESIDENCY, EVERSINE NAGAR, MALAD(W), MUMBAI, MAHARASHTRA Email ID: santoshsingh179775@gmail.com <u>For the Promoter::</u> Name: M/s. Goldway Realty Address: A-102, ICC Trade Towers, Senapati Bapat Road, Pune-411016 Authorised Signatory: Mr.Vineet K. Goyal
15.	Nominee Details	Name of Nominee : - Relationship with Allottee/s: - Address of Nominee: -
16.	PAN	Promoter: AAUFG5820A Allottee 1: ANKPP6004C Allottee 2: BCOPP2492J
17.	Aadhar Nos.	Allottee 1: 602853420870 Allottee 2: 340370352814



THE SEVENTH SCHEDULE REFERRED TO HEREINABOVE

(being the details of Payment / Instalment Schedule)

- i) 10 % On or before signing of this agreement.
- ii) 20 % To be paid after execution of this Agreement.
- iii) 15 % Within 8 days of completion of plinth work of the building/wing in which the Said Apartment is located
- iv) 5 % Within 8 days of Commencement of the 5th floor slab of the building/wing in which the Said Apartment is located
- v) 5 % Within 8 days of Commencement of the 8th floor slab of the building/wing in which the Said Apartment is located
- vi) 5 % Within 8 days of Commencement of the 12th floor slab of the building/wing in which the Said Apartment is located
- vii) 5 % Within 8 days of Commencement of the 16th floor slab of the building/wing in which the Said Apartment is located
- viii) 5 % Within 8 days of Commencement of the 20th floor slab of the building/wing in which the Said Apartment is located.
- ix) 10 % Within 8 days from commencement of brick work of the building/wing in which the Said Apartment is located.
- x) 5 % Within 8 days from commencement of Internal plastering work of the building/wing in which the Said Apartment is located.
- xi) 5 % Within 8 days from commencement of Door Frames of the building/wing in which the Said Apartment is located.
- xii) 5 % Within 8 days from commencement of Internal Paint of the building/wing in which the Said Apartment is located.
- xiii) 5 % And other dues payable by the Allottee/Purchaser to the Promoter within 15 days from the receipt of intimation letter along with the copy of the Occupation/Completion Certificate as to the take the possession of the Apartment or at the time of receiving the possession of the Said Apartment whichever is earlier, failing which Allottee/Purchaser shall be liable to pay the interest as stated mentioned in this agreement. Hereunder written till the full payment with interest and monthly maintenance charges, from the date of expiry of aforesaid stipulated period.

THE EIGHTH SCHEDULE REFERRED TO HEREINABOVE

(being the Specifications of the Internal Fittings and Fixtures of the said Premises)

STRUCTURE

1. RCC framed aluform shuttering
2. AAC block work walls of 125 mm as per design

WINDOWS & DOORS:

1. Two-track Anodized Aluminum open-able & fixed windows with mosquito nets.
2. MS Grill for bedrooms and kitchen windows from inside limited to



3. Main Door: flush door with night latch, S.S. Hinges
4. Bedroom Door: flush door with Mortise lock with S.S. Hinges
5. Toilets Flush door with cylindrical lock, S.S. Hinges
6. Provision for exhaust fan in Toilets and Kitchen.

FLOORING:

1. 600mm x 600mm - Onyx Ivory/equivalent- Vitrified tiles for the entire apartment.
2. Kitchen tile - Kitchen wall tile - 600X300mm (varmora/equivalent) Dado tile
Height of kitchen dado above otta/platform - 2ft above otta
3. Terrace tile -
Attached terrace - 150X600mm (varmora /equivalent) anti - skid tile.
Dry terrace - 300 X300 mm (Varmora/equivalent) anti- skid tile.
4. 2BHK & 3BHK Master Toilet-
300mm X300 mm Itaca/equivalent- Anti- skid tiles in toilet.
600X300mm- Light Dado-Itaca/equivalent Base tiles in toilet.
600X300mm- Highlighter Dado - Icon/equivalent tiles in toilet.
5. 2BHK & 3BHK Common Toilet-
300mm X300 mm Itaca/equivalent -Anti- skid tiles in toilet.
600X300mm- Light Dado-Itaca/equivalent Base tiles in toilet.
600X300mm- Highlighter Dado - Itaca/equivalent tile in toilet.
6. 3BHK Guest Toilet-
300mm X300mm - Itaca/equivalent- Anti- skid tiles in toilet.
600X300mm- Light Dado-Itaca/equivalent Base tiles in toilet.
600X300mm- Highlighter Dado - Itaca/equivalent tiles in toilet.

RAILING:

Combination of SS railing & glass with/Without RCC upstand/parapet wall.
(Combination of glass railing & parapet)

KITCHEN:

1. Jet Black granite platform with Kadappa stand with SS sink -
(16" X 18") - Carysil/equivalent
2. SS sink in dry terrace (18" X 21") Carysil/equivalent.

ELECTRIFICATION & CABLING:

1. Wires - Polycab/ Finolex/KIE/equivalent
2. Switches - Switches - Legrand/equivalent
3. Telephone/Data point in living room.
4. TV point in master bed room and living room.
5. WiFi router point in common passage area
6. AC point in master bed room



7. Generator backup for lifts and common areas.

BATHROOM:

1. Concealed plumbing.
2. CP - Fittings: Aria - Jaguar/equivalent.
3. Metropole flush valves-Jaguar/equivalent
4. Sanitary wares: Aria - Jaguar/equivalent.
5. Hot and cold mixing diverter in toilets.
6. Hot water supply in one master bedroom toilet.
7. STP Treated water supply for flush use.

LIFTS:

Automatic Elevators.

WALL FINISHES & PAINT:

1. Gypsum finished wall & Ceiling
2. 2coat of Acrylic premium emulsion paint for internal wall & Ceiling
3. External wall with textured paint.
4. Grills on Matt finish paint.

SECURITY SYSTEM:

1. CCTV in Common areas.
2. Boom Barrier Security & Access control at main gate.
3. Bio metric lock in Main Door

THE NINTH SCHEDULE REFERRED TO HEREINABOVE

(being the details of the Other Charges & Deposits)



- | | |
|----------------------------|--|
| 1. Maintenance / Outgoings | Rs. 180298.00/- (Rupees: One Lakh Eighty Thousand Two Hundred Ninety Eight Only) |
|----------------------------|--|

THE TENTH SCHEDULE REFERRED TO HEREINABOVE

(being the Details of TDR)

NIL

OR

TDR admeasuring [⊕] square meters in the aggregate, comprised of:

1. TDR admeasuring [⊕] square meters comprised in DRC no.[⊕] issued by the [⊕] under the Deed of Transfer dated [⊕] registered



2. TDR admeasuring [⊙] square meters comprised in DRC no.[⊙] issued by the [⊙], purchased by the Promoter under the Deed of Transfer dated [⊙], registered with the office of the Sub-Registrar, Haveli no.[⊙], at Serial no.[⊙] of [⊙]

THE ELEVENTH SCHEDULE REFERRED TO HEREINABOVE

(being the Stamp Duty Particulars)




Prescribed valuation of the said Premises as per Annual Statement of Rates for the year 2022-2023	Rs. 60930/-
Sale Consideration	Rs.82,76,762/- Rupees: Eighty Two Lakh Seventy Six Thousand Seven Hundred Sixty Two Only.
In accordance with Article 5 (g-a) (ii) of the Maharashtra Stamp Act stamp duty @ 7 % on the agreed price being more than the value prescribed being affixed hereon	Rs. 5,79,400/-
Registration Fee	Rs.30,000/-

List of Annexures to this Agreement



[REDACTED]		
1.	'A'	Proposed Layout Plan
2.	'B'	Approved Layout Plan
3.	'C'	RERA Certificate
4.	'D'	Authenticated Copy of the CC
5.	'E'	Title Report
6.	'F'	VII/XII extract of the Larger Land
7.	'G'	Permission for Non-Agricultural Use
8.	'H'	Environmental Clearance
9.	'I'	Typical Floor Plan



Execution -Party Details

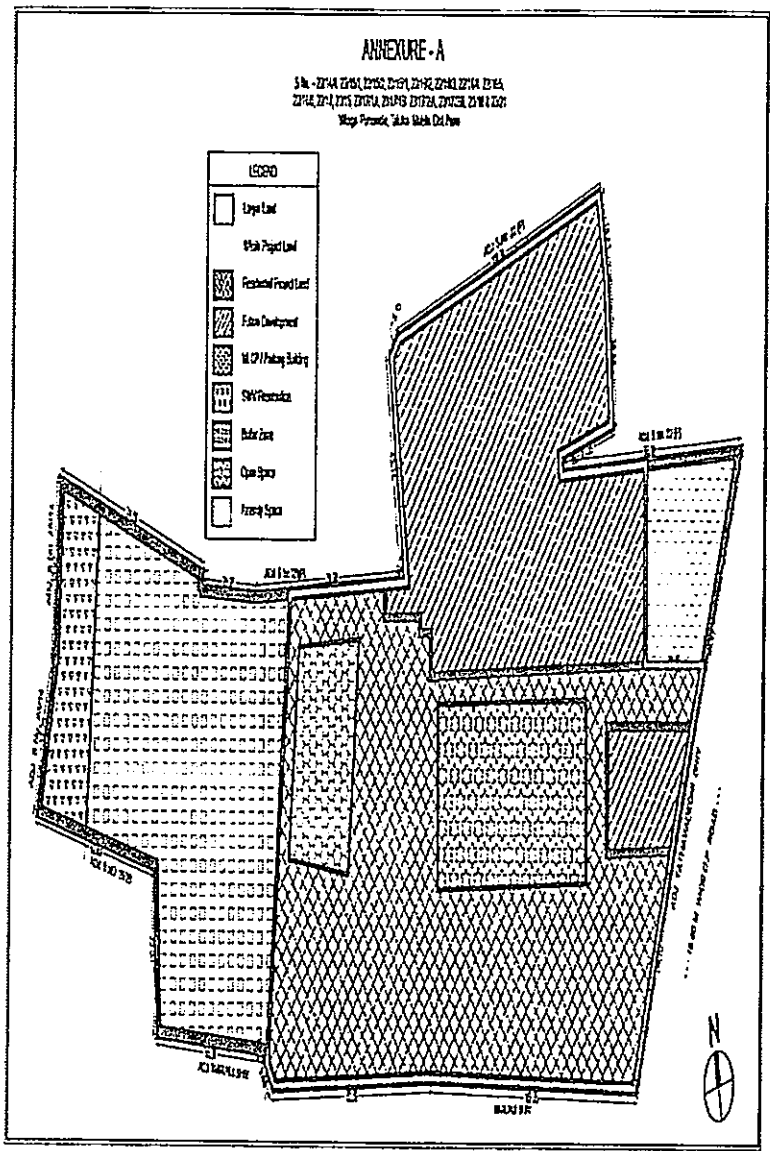
Sr.NO	Party Name and Address	Execution Date	Party Type	Photo
1	SANTOSH SINGH PARMAR , PAN No.: ANKPP6004C Age: 50, Address : C-507, MATRUCHHAYA, STATE BANK OFFICERS RESIDENCY, EVERSHINE NAGAR, MALAD(W), MUMBAI, MAHARASHTRA, Malad West Dely S.O Mumbai MUMBAI MAHARASHTRA 400064	Photo Captured on 2024-05-10 13:22:02 Biometric Captured on 2024-05-10 13:23:03	Purchaser/Buyer/Executor	
2	REENA PARMAR , PAN No.: BCOPP2492J Age: 43, Address : C-507, MATRUCHHAYA, STATE BANK OFFICERS RESIDENCY, EVERSHINE NAGAR, MALAD(W), MUMBAI, MAHARASHTRA, Malad West Dely S.O Mumbai MUMBAI MAHARASHTRA 400064	Photo Captured on 2024-05-10 13:23:37 Biometric Captured on 2024-05-10 13:24:16	Purchaser/Buyer/Executor	
3	Organization/Developers : GOLDWAY REALITY Through its Authorised Signatory MR VINEET K GOYAL , PAN No.: AAUFG5820A Age: 43, Address : A-102, MCCIA Trade Towers, Senapati Bapat Road, Pune 411016,	Photo Captured on 2024-05-20 18:43:01 Biometric Captured on 2024-05-20 18:41:22	Seller/Executor	

Witness

Sr.NO	Identifier/Witness Name and Address	Photo
1	Adv Machhindranath D Shinde Pruthviraj Sankul, A203, NDA Road, Shivane, Pune	
2	Arpita Kathle A/401, The Laurels, near Amar Courtyards, Malwadi	

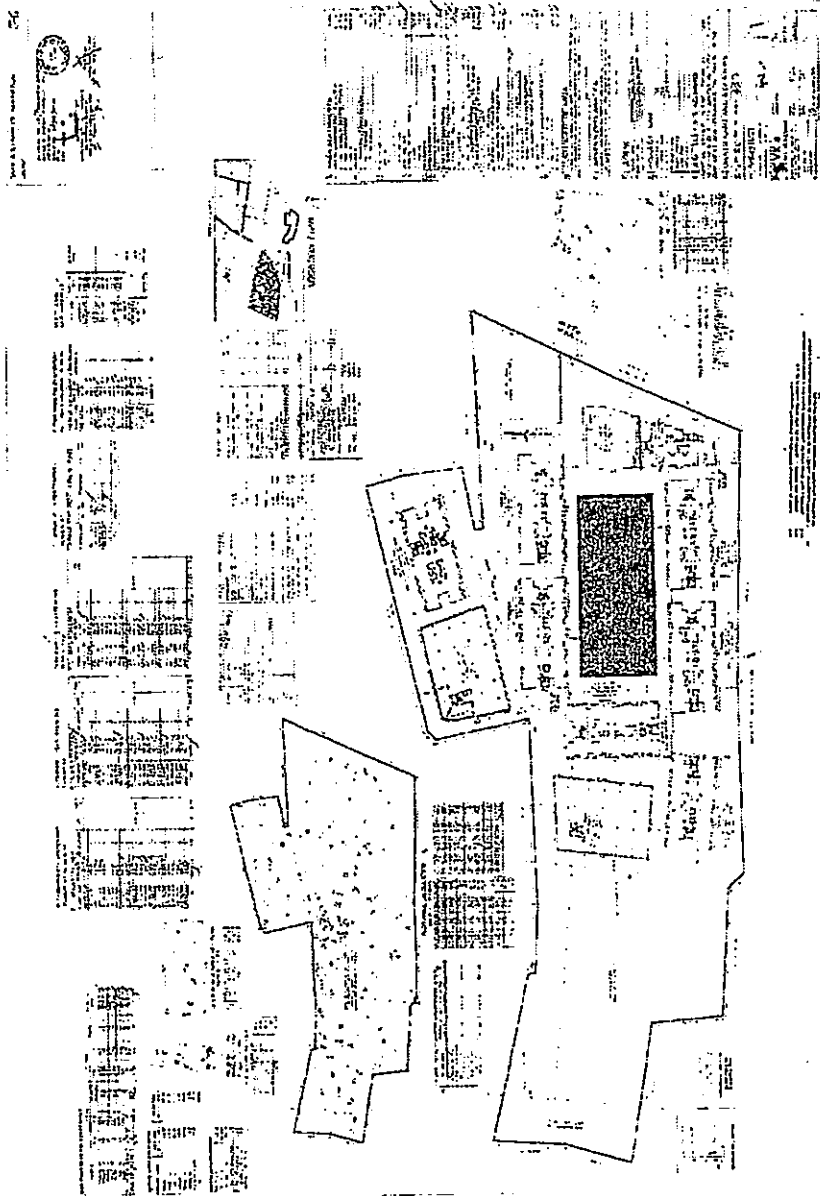


ANNEXURE - A
Proposed Layout Plan





ANNEXURE - B
Approved Layout Plan





ANNEXURE - C
RERA Certificate



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :
PS2100048589

*Project Kohinoor Westlaw Reserve , Plot Bearing / GTS / Survey / Final Plot No.:S No 22/1/4/4 , 22/1/5/1, 22/1/6/2,
22/1/6/1, 22/1/6/2, 22/1/6/3, 22/1/6/4, 22/1/6/5, 22/1/7, 22/1/5, 22/1/7/1/A, 22/1/7/1/B, 22/1/7/2/A, 22/1/7/2/B, 22/1/8, 22/2/1
at Mulshi, Pune, 411033;*

1. *M/S Goldway Realty having its registered office / principal place of business at Tahsil: Havell, District: Pune, Pin:
411016*

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

- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;

• The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (f) of sub-section (2) of section 4 read with Rule 6;

OR

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

• The Registration shall be valid for a period commencing from 18/01/2023 and ending with 31/12/2028 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.

• The promoter shall comply with the provisions of the Act and the rules and regulations made there under;

• That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted hereat, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vajay Ramchand Prabhu
(Secretary, MahaRERA)
Date:10/01/2023 15:26:17

Dated: 10/01/2023
Place: Mumbai

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



- १८) कामाच्या दिवशी अपघात झाल्यास बचतगटमधे मिळणाऱ्या साधनांमुळे हे बंधित परू नये या करीता विकसकाने कायद्याचा अन्वयात विभागाकडून बंधनकारक पडतील.
- १९) जपेच्या वा इमारतीच्या कानवेलासि मालकी हद्दामे संदर्भसमाधान घेता अर्बदारपस हा दाखला देणेत येत आहे.
- २०) मुर्छबादीत बांधकामाने क्षेत्र (Construction Area) FSI व Non FSI क्षेत्र मिळून २०,००० चौ. मी. पेक्षा जास्त होत असल्यास पर्यावरण विभागाचा ना इन्फ्रड राडराटा राटर केन्नामिवाय बांधकामास सुभ्यात करू नये.
- २१) विकास निर्माण निवमावलीतील अधिनियम क्र. १.२०.२ (स) नुसार १०.०० मी. पेक्षा जास्त उंचीच्या इमारतीसाठी Mocheanical Ventilation यंत्रणा बसविणे व कर्षान्वित ठेवणेची बाल विकसकवावर बंधनकारक आहे.
- २२) भारतीय मानक २५.२३०९.१९८९ रीती संशोधनानुसार ३०.०० मी व त्यावरील उंचीच्या इमारतीने विद्येयान् संरक्षण करण्यासाठी इमारतीवर Lightning Arrestor बसविणे बंधनकारक आहे.
- २३) एकात्मिक विकास नियंत्रण व प्रोत्साहन नियमावली अधिनियम मध्ये १३.५ मध्ये नमुद केलेनुसार ४००० चौ. मी व त्यावरील बांधकाम क्षेत्र (Build up) अद्यतेच्या निवासी अमिवासी मित्र बापर / इमारतीस organic waste composter (D.W.C) कर्षान्वित ठेवणे बंधनकारक आहे.
- २४) सदरने बांधकाम वेळारो हे पर्यावरण विभागकडील Environmental Clearance प्रमाणपर मिळनेस अधिन पाडून मंजूर करणेत आते आहेत. प्रत्यक्षात बांधकाम पूर्वमंजूर आदेशातील बांधकाम क्षेत्रावेर Environmental Clearance मिळारो शिवाय बांधकाम / विकास करता येणार नाही.
- २५) लेखापरिचयात रकमेनी नमुती निपातेस विकसकर्तना मरने बंधनकारक पडतील.
- २६) निर्धोबित प्रकल्पामने बसतारण ठलाव प्रस्तावित केले असल्यास त्यासाठी प्रीबलक नियुक्त करणे बंधनकारक पडतील.
- २७) सर्व समनेराक आणि एकात्मिक निर्माण व प्रोत्साहन नियमावली (UDCPR) नियमावली क्र. ११.२ (स) प्रमाणे नेचमेट क्षेत्राच्या २.५% पेक्षा कमी न्हेटीतेमन असल्यामुळे बसविणे आवश्यक संघामने Mocheanical Ventilation Exhaust Fan इ. आवश्यक संघामने व कर्षान्वित घामने ठेवणे विकसक बांधकाम बंधनकारक आहे.
- २८) एकुल आवश्यक पार्किंग वाहन छंजनेच्या २५% वाहनांसाठी EV Charging Urn बसविणे विकसकवावर बंधनकारक आहे.
- २९) सिंपरी विचवड नवन्गर विकास प्राधिकरणाकडून महानगरपालिकेमध्ये विलीन झालेल्या क्षेत्रासाठी पूर्णत्व बाधता येतेवेळेी लागू अधिरिक्त अधिनियमाचा मरणा करणे विकसकवावर बंधनकारक पडतील.
- ३०) सिंपरी विचवड नवन्गर विकास प्राधिकरणाकडून महानगरपालिकेमध्ये विलीन झालेल्या क्षेत्रासाठी रहिवास भूखंडावर वाणिज्य बापर अदुडेय केन्नास नियमावलीने नागिन्य बापर अधिरिक्त (सिंपियम) मरने विकसकवावर बंधनकारक पडतील.
- ३१) एकत्रियुत विकास निर्माण व प्रोत्साहन निवमावली मधील विषयांचा भंग झाल्यास अधिनियम क्र. २.१४ नुसार संवसित विकसक यता. आर्कि/क्र. इने. बांधे पर कारतार् करण्यात येईल.
- ३२) RERA रजिस्ट्रेशन क्रमांक:-

अ) विकसकाचा मालकाचा पता

ब) बांधकामाच्या साईटचा पता

विमित के. गोमाठ

मोबाईल क्र. _____

ई-मेल _____

पता: _____

टाऊन सेनापती वायट रोड पुणे-१८

श्री. पुतावळे सं. म.

२२, २३



ANNEXURE - E

Title Report

ANUP K. HADGAONKAR

BSL, LLP

ADVOCATE & LEGAL CONSULTANT

"Akshay Center" 03, Laxman Nagar, Thergaon, Pune - 411 033.
Mob No.9975945269

FORMAT-A

(Circular No.28 of 2021)

To,

THE HON'BLE CHAIRMAN,
Maharashtra Real Estate Regulatory Authority,
Headquarters: 9th Floor, Housefin Bhavan,
Plot No. C-21, E-Block, Bandra Kurla Complex,
Bandra (East), Mumbai - 400051.

LEGAL TITLE REPORT

Subject: Title Clearance Certificate in respect of property, All that well carved out area admeasuring 00 Hectare 22 Ares out of Survey No.23/15 admeasuring 01 Hectare 00 Ares, Survey No.23/18 admeasuring 00 Hectare 05 Ares, Survey No.23/21 admeasuring 00 Hectare 21 Ares, Survey No.22/17 admeasuring 00 Hectare 74 Ares, Survey No.22/14/4 admeasuring 00 Hectare 40.7 Ares, Survey No.22/15/1 admeasuring 00 Hectare 28 Ares, Survey No.22/16/4 admeasuring 00 Hectare 9.5 Ares, Survey No.22/16/5 admeasuring 00 Hectare 9.5 Ares, Survey No.22/16/6 admeasuring 00 Hectare 9.5 Ares, Survey No.22/16/1 admeasuring 00 Hectare 09.5 Ares, Survey No.22/16/2 admeasuring 00 Hectare 09.5 Ares, Survey No.22/16/3 admeasuring 00 Hectare 09.5 Ares, Survey No.22/15/2 admeasuring 00 Hectare 28 Ares, Survey No.23/17/2/A admeasuring 00 Hectare 33.5 Ares, Survey No.23/17/2/B admeasuring 00 Hectare 33.5 Ares, Survey No.23/17/1/A admeasuring 00 Hectare 25.5 Ares & Survey No.23/17/1/B admeasuring 00 Hectare 25.5 Ares, total area admeasuring 03 Hectare 93.70 Ares, i.e. 39370 sq. mtrs; lying, being and situated at Village Punaswala within the Registration District Pune, Sub-Registration District Haveli, Taluka - Mukhi, District Pune and within the limits of Pimpri-Chinchwad Municipal Corporation which is hereinafter referred to as the "SAID PROPERTY".

I have investigated the title of the Said Property on request of M/S. GOLDWAY REALTY through its partner, Mr. Vineet Goyal, on the basis of following documents i.e.:-

1. DESCRIPTION OF SAID PROPERTY:- All that well carved out area admeasuring 00 Hectare 22 Ares out of Survey No.23/15 admeasuring 01 Hectare 00 Ares, Survey No.23/18 admeasuring 00 Hectare 05 Ares, Survey No.23/21 admeasuring 00 Hectare 21 Ares, Survey No.22/17 admeasuring 00 Hectare 74 Ares, Survey No.22/14/4 admeasuring 00 Hectare 40.7 Ares, Survey No.22/15/1 admeasuring 00 Hectare 28 Ares, Survey No.22/16/4 admeasuring 00 Hectare 9.5 Ares, Survey No.22/16/5 admeasuring 00 Hectare 9.5 Ares, Survey No.22/16/6 admeasuring 00 Hectare 9.5 Ares, Survey No.22/16/1 admeasuring 00 Hectare 09.5 Ares, Survey No.22/16/2 admeasuring 00 Hectare 09.5 Ares, Survey No.22/16/3 admeasuring 00 Hectare 09.5 Ares, Survey No.22/15/2 admeasuring 00 Hectare 28 Ares, Survey No.23/17/2/A admeasuring 00 Hectare 33.5 Ares, Survey No.23/17/2/B admeasuring 00 Hectare 33.5 Ares, Survey



Continuation Sheet

Adv Anup Hadgoankar

No.23/17/1/A admeasuring 00 Hectare 25.5 Ares & Survey No.23/17/1/B admeasuring 00 Hectare 25.5 Ares, total area admeasuring 03 Hectare 93.70 Ares, i.e. 39370 sq. mtrs; lying, being and situated at Village Punawale within the Registration District Pune, Sub-Registration District Haveli, Taluka -- Mulshi, District Pune and within the limits of Pimpri-Chinchwad Municipal Corporation.

2. DOCUMENTS OF ALLOTMENT OF PLOT:-

1. Sale Deed dated 10/06/2022 bearing Reg. No.10387, registered in the office of Sub Registrar, Haveli No.26.
2. Sale Deed dated 25/02/2021 bearing Reg. No.4118 registered in the office of Sub Registrar, Haveli No.24.
3. Sale Deed dated 04/05/2022 bearing Reg. No.8134, registered in the office of Sub Registrar, Haveli No.25.
4. Sale Deed dated 25/01/2022 bearing Reg. No.1478 registered in the office of Sub Registrar, Haveli No.26.
5. Sale Deed dated 26/04/2022 bearing Reg. No.7744, registered in the office of Sub Registrar, Haveli No.26.
6. Sale Deed dated 26/10/2021 bearing Reg. No.12951, registered in the office of Sub Registrar, Haveli No.26.
7. Digital 7/12 extract for Survey Nos. No.23/15, No.23/18, No.23/21, No.22/14/4, No.22/15/1, No.22/16/4, No.22/16/5, No.22/16/6, No.22/16/1, No.22/16/2, No.22/16/3, No.22/15/2, No.23/17/2/A, No.23/17/2/B, No.23/17/1/A & No.23/17/1/B at Village Punawale, Issued by Maharashtra Bhumi Abhilekh, a land record website of the State of Maharashtra and Mutation Entry Nos.5538, 5555, 5688, 5739, 5762, 5769, 5776 & 5746.
8. Search report for 30 years from 1993 to 2022: - Adv Kiran Hajare has carried out search for the period of 1993 to 2022 in respect of the Said Property and has paid vide GRN No. MH012820551202122E.

On perusal of the above-mentioned documents and all other revenue documents to title of the Said Property, I am of the opinion that the revenue title of following Owner/Developer/Promoters to the Said Property is clear, marketable and without any encumbrances.

Owner of the Said Property

1. Owner: - M/S. GOLDWAY REALTY, a registered Partnership Firm is the owner and possessor of the Subject Property.



Continuation Sheet

Adv Anup Hadgoankar

The Report reflecting the follow of the title of the developer M/S. GOLDWAY REALTY, a registered Partnership Firm, to the Said Property is enclosed herewith as Annexure-A.

Enclosure: Annexure-A, Flow of Title

Place: Pune

Date: 06/08/2022




ANUP HADGOANKAR
ADVOCATE



Continuation Sheet

Adv Amup Haragankar

ANNEXURE
LIST OF DOCUMENTS PERUSED

1. Photocopies of Survey Nos. 22/16/1, 22/16/2, 22/16/3, 22/16/4, 22/16/5, 22/16/6, 23/18, 22/15/1, 22/15/2, 23/17/14, 23/17/18, 23/17/24, 23/17/28, 23/21, 23/15, 22/14/4 & 22/17 Village Punavale are available for years 1992-93 to 2020-21.
2. Photocopies of related mutation entry Nos. 1536, 1552, 1564, 1630, 2123, 2263, 2266, 2331, 2499, 2583, 2585, 2588, 2589, 2395, 2596, 2621, 2642, 2643, 2789, 2816, 2966, 3102, 3103, 3154, 3155, 3157, 3158, 3159, 3347, 3348, 3349, 3783, 4858, 4859, 4944, 4945, 5110, 5131, 5228, 5322, 5538, 5555, 5660, 5688, 5739, 5749, 5762, 5769 & 5776
3. Copy of search report issued by Adv. Kiran Hejare dated 15/06/2022
4. Copy of public notice in daily LokSatta newspaper in Marathi language on 28/07/2022.
5. Photocopy of sale deed dated 08/07/2008, which is registered in the office of Sub Registrar, Haveli No.8 at Sr.No.5788/2008.
6. Photocopy of development agreement dated 05/05/2007, duly registered under Serial Nos.3380 with the Sub-Registrar, Haveli No. 15, Pune
7. Photo copy of sale deed dated 08/07/2008, which is registered in the office of Sub Registrar, Haveli No.8 at Sr. No.5784/2008,
8. Photocopy of development agreement dated 08/05/2007, duly registered under Serial Nos.3419 with the Sub-Registrar, Haveli No. 15, Pune.
9. Photocopy sale deed dated 18/06/2022, which is registered in the office of Sub Registrar, Haveli No.26 at Sr. No. 10387,
10. Photocopy sale deed dated 08/07/2008, which is registered in the office of Sub Registrar, Haveli No.8 at Sr. No.5782/2008
11. Photocopy sale deed dated 25/05/1992, which is registered in the office of Sub Registrar, Mulshi (Paud) at Sr. No.2109/1992 on 17/06/1992,
12. Photocopy development agreement & power of attorney both dated 08/05/2007, duly registered under Serial Nos.3421 & 3422 with the Sub-Registrar, Haveli No. 15, Pune.
13. Photocopy sale deed dated 08/07/2008, which is registered in the office of Sub Registrar, Haveli No.8 at Sr. No.5785/2008.
14. Photocopy development agreement & power of attorney both dated 05/05/2007, duly registered under Serial Nos.3358 & 3360 with the Sub-Registrar, Haveli No. 15, Pune
15. Photocopy sale deed dated 25/01/2022, registered in the office of Sub registrar, Haveli No.26 at Sr. No. 1478.
16. Photocopy sale deed dated 26/04/2022, registered in the office of Sub registrar, Haveli No.26 at Sr. No.7744
17. Photocopy sale deed dated 25/02/2021, which is registered in the office of Sub Registrar, Haveli No.24 at Sr. No.4118.
18. Photocopy correction deed dated 04/03/2021, which is registered in the office of Sub Registrar, Haveli No.25 at Sr. No.8127.
19. Photocopy sale deed dated 04/05/2022, registered in the office of Sub registrar, Haveli No.25 at Sr. No.8134.
20. Photocopy sale deed dated 26/10/2021, registered in the office of sub registrar, Haveli No. 13 at Sr. No. 12951.
21. Photocopy sale deed dated 11/04/2008, which is registered in the office of Sub Registrar, Haveli No.9 at Sr. No.3197.



Continuation Sheet

Adv Anup Hadgoankar

22. Photocopy sale deed dated 19/01/2011, which is registered in the office of Sub Registrar, Haveli No.24 at Sr. No. 12297.
23. Photocopy Agreement dated 17.03.2005 registered in the Office of the Sub Registrar Haveli No. 14 at Sr. No. 1815/2005.
24. Photocopy Confirmation Deed dated 15/09/2006 registered in the Office of the Sub Registrar Haveli No. 03 at Sr. No.7446/2006.
25. Photocopy sale deed dated 27/11/2019, which is registered in the office of Sub Registrar, Haveli No.24 at Sr. No.17618.
26. Photocopy sale deed dated 15/04/2008, which is registered in the office of Sub Registrar, Haveli No.9 at Sr. No.3199.
27. Photocopy Agreement dated 17/03/2005 registered in the Office of the Sub Registrar Haveli No.14 at Sr. No. 1817/2005.
28. Photocopy confirmation Deed dated 15/09/2006 registered in the Office of the Sub Registrar Haveli No. 03 at Sr. No. 7448/2006.
29. Photocopy Confirmation Deed dated 15/09/2006 registered in the Office of the Sub Registrar Haveli No. 03 at Sr. No.7447 / 2006.
30. Photocopy of Index-II copy of sale deed dated 26/12/2012, registered in the office of Sub Registrar Haveli No. 14 at Sr.No. 10892 / 2012.
31. Photocopy of Index-II copy of gift deed dated 09/12/2021, registered in the office of Sub Registrar Haveli No.24 at Sr.No.18203/2021.
32. Photocopy Confirmation Deed dated 15/09/2006 registered in the Office of the Sub Registrar Haveli No. 03 at Sr. No.7449/2006.
33. Photocopy of Reconstitution of Partnership Firm dated 10/04/2022.

FORMAT A

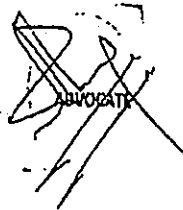
FLOW OF THE TITLE OF THE SAID LAND

Sr. No.

- 1) 7/12 extract of the Said Property bearing S.No.22/14/4, 22/15/1, 22/15/2, 22/16/1, 22/16/2, 22/16/3, 22/16/4, 22/16/5, 22/16/6, 22/17, 23/15, 23/17/1/A, 23/17/1/B, 23/17/2/A, 23/17/2/B, 23/18,23/21.
- 2) Mutation Entries No. 5538, 5555, 5688, 5739, 5762, 5769, 5776 & 5746.
- 3) Any other relevant title -Nil
- 4) Litigations If any- Nil

Date: 06/08/2022




ADVOCATE



अज्ञात दिनांक : 23/11/2022

महाराष्ट्र शासन
महा मजुरा कृता (अधिकार अधिनियम १९४७)

(मजदूर कर्मीस मजदूर अर्थी मजदूर अर्थी अधिकार (अज्ञात दिनांक व मुदित करीत) दिनांक, १९४७ मजदूर विधान १९४७ अर्थी २)

गाव :- पुनाळी (३४४१६५)
URL: 33141878942

तालुका :- मुळाठी
मुद्रापत्र क्रमांक व उपविभाग : 23/18

जिल्हा :- पुणे



अध्यात्म पध्दती : शिवशंकर अर्च - 1

ऐतरेय संकलित नाम :

दीप, पणफ व उपवासी	कर्म क्र.	शिवशंकरपध्दती नाम	दीप	उपवासी	दी.क्र.	दी.क्र.	कुळ, कड व इतर अधिकार
दीप क्रमांक (१)	१००१	शिवशंकरपध्दती	१		(१००१)		पुणवें कुळ व इतर
उपवासी क्रमांक (२)	१००२	शिवशंकरपध्दती	१		(१००२)		इतर अधिकार
उपवासी क्रमांक (३)	१००३	शिवशंकरपध्दती	१		(१००३)		इतर अधिकार
उपवासी क्रमांक (४)	११०३	शिवशंकरपध्दती	१		(११०३)		इतर अधिकार

महा मजुरा कृता (अधिकार अधिनियम १९४७)
गाव :- पुनाळी (३४४१६५) तालुका :- मुळाठी जिल्हा :- पुणे
मुद्रापत्र क्रमांक व उपविभाग : 23/18

शिवशंकरपध्दती शोधक तपशील							तलाकडीत उपलब्ध राहिलेले जमीन		शेरा
क्र.	संख्या	कतार क्रमांक	मिळवणी क्रमांक	मिळवणी क्रमांक	जत सिध्दित	जत सिध्दित	जत सिध्दित	स्वसल	शेरा
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
२०१७-२०	२०१७	२०१७	२०१७	२०१७	२०१७	२०१७	२०१७	२०१७	२०१७

टीप : * सदरची नोंद मोबाइल अॅप द्वारे घेणेस आलेली आहे

"संशोधन पध्दतीची दीपपत्र १९४७ दिनांक"
दिनांक : 23/11/2022
मुद्रापत्र क्रमांक व उपविभाग : 23/18

(संशोधन पध्दतीची दीपपत्र १९४७)
श्रीमती सी. ए. वाठकर
तलाठी
नये-चांदे/नेरे/बसवाडी/पुनाळी



अज्ञात दिनांक : 23/11/2022



महाराष्ट्र शासन
गाव भवना राव (अग्रिकार अभियंतेक पदक)
(महाराष्ट्र अर्थीक महानुठ अग्रिकार अभियंतेक अभियंतेक पदक) (अज्ञात काली व मुद्रिकीत करी) दिनांक : 23/11/2022

गाव :- पुनावळे (944155)
ULPIN : 38170003822

तालुका :- मुद्राची
अज्ञात काली व उपदिनांक : 23/11/21/22

जिल्हा :- पुणे



अज्ञात काली व उपदिनांक : 23/11/21/22

शेती, एकक व सुविधा	खाली फ. भोगवट्याचे नांव	शेती	अकरा	फे.अ.	फे.एच	कुळ, रेंड व इतर अधिकार
शेती नं. 02539 अज्ञात काली व उपदिनांक : 23/11/21/22	शेती नं. 02539 अज्ञात काली व उपदिनांक : 23/11/21/22	शेती नं. 02539 अज्ञात काली व उपदिनांक : 23/11/21/22	02539	031	(2774)	कुळ, रेंड व इतर अधिकार
शेती नं. 02539 अज्ञात काली व उपदिनांक : 23/11/21/22	शेती नं. 02539 अज्ञात काली व उपदिनांक : 23/11/21/22	शेती नं. 02539 अज्ञात काली व उपदिनांक : 23/11/21/22	02539	031	(2774)	कुळ, रेंड व इतर अधिकार

अज्ञात काली व उपदिनांक : 23/11/21/22

पिकेधारिता क्षेत्राचा तपशील									
क्रमांक	विकास क्षेत्र	पिकाचे नाव	जत सिंचित	अजत सिंचित	जत सिंचित क्षेत्र	अजत सिंचित क्षेत्र	एकक	शेती	एकक
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
02539	अज्ञात	अज्ञात	अज्ञात	अज्ञात	अज्ञात	अज्ञात	अज्ञात	अज्ञात	अज्ञात

टीप : * सदरची नोंद मोबाइल ऑप द्वारे घेणेत आलेली आहे

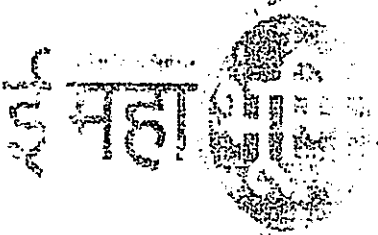
सर्व अधिकार शासनाचे आहेत व त्यांचे अंतिम निर्णय अंतिम असेल.

अज्ञात काली व उपदिनांक : 23/11/2022



<p style="text-align: center;">एन एमएल बाण (सिमाई संसदी) [समाजवादी जनता पार्टी के अंतर्गत (असम) कार्य प्रणालिका के अंतर्गत) सिमाई संसदी संसदी]</p>											
<p>सदस्य - सुबोध (एन एमएल)</p>			<p>सदस्य - सुबोध</p>						<p>सिमाई - सुबोध</p>		
<p>सुबोध संसदी संसदी संसदी संसदी संसदी संसदी संसदी संसदी संसदी संसदी संसदी संसदी</p>											
<p style="text-align: center;">सिमाई संसदी संसदी संसदी संसदी संसदी संसदी संसदी संसदी संसदी संसदी संसदी संसदी</p>											
सं	सं	सं	सं	सं	सं	सं	सं	सं	सं	सं	सं
२०	२१	२२	२३	२४	२५	२६	२७	२८	२९	३०	३१
२०५	२०६	२०७	२०८	२०९	२१०	२११	२१२	२१३	२१४	२१५	२१६

टीप - संसदी संसदी संसदी संसदी संसदी संसदी संसदी संसदी संसदी संसदी संसदी संसदी





ANNEXURE -G

Permission for Non-Agricultural Use



महाराष्ट्र शासन
महसूल विभाग

तहसिलदार कार्यालय, मुळशी.
पोस्ट, मुळशी जि. पुणे

सूच्य क्र.-२-११४१११
E-Mail: msh@maharashtra.gov.in

आ.क्र.४१४/एनए/एसआर/१५/२०२२

प्रीति, दिनांक ३०/०४/२०२२

प्रति,
तलाठी पुनायळे
ता. मुळशी जि. पुणे



विषय :- जमिन अकृषिक इतरांच्याची नोंद संबंधित जमिनीच्या गाव नमुना ७/१२ सदी घेणेबाबत.

मौजे पुनायळे, ता-मुळशी, पुणे येथील जमीन स.नं./ग.नं. २२/१४/४ क्षेत्र ०० हे ४०.७० आर, स.नं./ग.नं. २२/१५/१ क्षेत्र ०० हे २८.०० आर, स.नं./ग.नं. २२/१५/२ क्षेत्र ०० हे २८.०० आर, स.नं./ग.नं. २२/१६/१ क्षेत्र ०० हे ०९.५० आर, स.नं./ग.नं. २२/१६/२ क्षेत्र ०० हे ०९.५० आर, स.नं./ग.नं. २२/१६/३ क्षेत्र ०० हे ०९.५० आर, स.नं./ग.नं. २२/१६/४ क्षेत्र ०० हे ०९.५० आर, स.नं./ग.नं. २२/१६/५ क्षेत्र ०० हे ०९.५० आर, स.नं./ग.नं. २२/१६/६ क्षेत्र ०० हे ०९.५० आर, स.नं./ग.नं. २२/१७ क्षेत्र ०० हे ७४.०० आर, स.नं./ग.नं. २३/१७/१/अ क्षेत्र ०० हे २५.५० आर, स.नं./ग.नं. २३/१७/१/ब क्षेत्र ०० हे २५.५० आर, स.नं./ग.नं. २३/१७/२/अ क्षेत्र ०० हे ३३.५० आर, स.नं./ग.नं. २३/१७/२/ब क्षेत्र ०० हे ३३.५० आर, स.नं./ग.नं. २३/१८ क्षेत्र ०० हे ०५.०० आर, स.नं./ग.नं. २३/१९ क्षेत्र ०० हे ४०.०० आर, पैकी ०० हे २१.०० आर असे एकूण क्षेत्र ०४ हे. १०.७० आर बांधकाम/रेखाचित्र नकाशात सामाविष्ट केलेल्या ४०१७०.०० चौ. मी. क्षेत्रापासून रस्त्याव्यातीत १४६०.७६ चौ. मी. व इतर आरक्षण १८६०८.८० चौ. मी. वना-जाता ठरवित २०१००.४४ चौ. मी. क्षेत्रास निवासी प्रयोजनार्थ महाराष्ट्र जमिन महसूल संविधा १९६६ मधील सुधारणा करीता अध्यादेश २०१७ नुसार कलम ४२ ब मधील तरतुदीनुसार अकृषिक सारा आकारणी करून मिळणेबाबत.

संदर्भ :- १. महाराष्ट्र जमीन महसूल संविधा १९६६ च्या आणखी सुधारणा करण्याकरीताचा दिनांक ०५/०४/२०१७ चा अध्यादेश.

२. अर्जदार मे. गोरुचवे रिपारिटी तर्फे भागीदार श्री. विनीत के. गोयल यांचा अर्ज.

२/- उपरोक्त ममुद विषयान्वये, महाराष्ट्र शासन, महसूल व वनविभाग यांचेकडील दिनांक ०५/०४/२०१७ रोजीच्या अधिसूचनेच्या अनुषंगाने मौजे पुनायळे, ता-मुळशी, पुणे येथील जमीन स.नं./ग.नं. २२/१४/४ क्षेत्र ०० हे ४०.७० आर, स.नं./ग.नं. २२/१५/१ क्षेत्र ०० हे २८.०० आर, स.नं./ग.नं. २२/१५/२ क्षेत्र ०० हे २८.०० आर, स.नं./ग.नं. २२/१६/१ क्षेत्र ०० हे ०९.५० आर, स.नं./ग.नं. २२/१६/२ क्षेत्र ०० हे ०९.५० आर, स.नं./ग.नं. २२/१६/३ क्षेत्र ०० हे ०९.५० आर, स.नं./ग.नं. २२/१६/४ क्षेत्र ०० हे ०९.५० आर, स.नं./ग.नं. २२/१६/५ क्षेत्र ०० हे ०९.५० आर, स.नं./ग.नं. २२/१६/६ क्षेत्र ०० हे ०९.५० आर, स.नं./ग.नं. २२/१७ क्षेत्र ०० हे ७४.०० आर, स.नं./ग.नं. २३/१७/१/अ क्षेत्र ०० हे २५.५० आर, स.नं./ग.नं. २३/१७/१/ब क्षेत्र ०० हे २५.५० आर, स.नं./ग.नं. २३/१७/२/अ क्षेत्र ०० हे ३३.५० आर, स.नं./ग.नं. २३/१७/२/ब क्षेत्र ०० हे ३३.५० आर, स.नं./ग.नं. २३/१८ क्षेत्र ०० हे ०५.०० आर, स.नं./ग.नं. २३/१९ क्षेत्र ०० हे ४०.०० आर, पैकी ०० हे २१.०० आर असे एकूण क्षेत्र ०४ हे. १०.७० आर बांधकाम/रेखाचित्र नकाशात सामाविष्ट केलेल्या ४०१७०.०० चौ. मी. क्षेत्रापासून रस्त्याव्यातीत १४६०.७६ चौ. मी. व इतर आरक्षण १८६०८.८० चौ. मी. वना-जाता ठरवित २०१००.४४ चौ. मी. क्षेत्रास निवासी प्रयोजनार्थ महाराष्ट्र जमिन महसूल संविधा १९६६ मधील सुधारणा करीता अध्यादेश २०१७ नुसार कलम ४२ ब मधील तरतुदीनुसार अकृषिक सारा आकारणी करून मिळणेबाबत.



हे ०९.५० आर, स.नं./ग.नं. २२/१६/६ क्षेत्र ०० हे ०९.५० आर, स.नं./ग.नं. २२/१७ क्षेत्र ०० हे ७४.०० आर, स.नं./ग.नं. २३/१७/१/अ क्षेत्र ०० हे २५.५० आर, स.नं./ग.नं. २३/१७/१/ब क्षेत्र ०० हे २५.५० आर, स.नं./ग.नं. २३/१७/२/अ क्षेत्र ०० हे ३३.५० आर, स.नं./ग.नं. २३/१७/२/ब क्षेत्र ०० हे ३३.५० आर, स.नं./ग.नं. २३/१५ क्षेत्र ०० हे ३०.०० आर, स.नं./ग.नं. २३/१८ क्षेत्र ०० हे ०५.०० आर, स.नं./ग.नं. २३/२१ क्षेत्र ०० हे ४०.०० आर, पेकी ०० हे. २१.०० आर असे एकूण क्षेत्र ०४ हे. १०.७० आर बांधकाम/रेखांकन नकाशात सामाविष्ट केलेल्या ४०१७०.०० चौ. मी. क्षेत्रापैकी रस्त्याखालील १४६०.७६ चौ. मी. व इतर आरक्षण १८६०८.८० चौ. मी. वजा-जाता ठरवित २०१००.४४ चौ. मी. क्षेत्रास निवासी प्रयोजनार्थ महाराष्ट्र जमिन महसुल संहिता १९६६ चे कलम ४२ व नुसार जमिनीचा वर्ग, तिचा मांगवटा आणि ती धरील भार याबाबत विनिरिचती कारभारबाबत अर्जदार भे. गोल्डवे रियालिटी सर्वे भागीदार श्री. विनोद के. मोयल यांचा दिनांक ०३/०१/२०२३ रोजी विनंती अर्ज या केलेला आहे.

अर्जदार यांनी विनंती केलेल्या मिळकतीचे वर्णन खालीलप्रमाणे आहे.

अ.क्र	गावाचे नाव	तालुका	सर्व्/गट/सिटी सर्व् नं.
१	पुनावळे	मुळशी	२२/१४/४, २२/१५/१, २२/१५/२, २२/१६/१, २२/१६/२, २२/१६/३, २२/१६/४, २२/१६/५, २२/१६/६, २२/१७, २३/१७/१/अ, २३/१७/१/ब, २३/१७/२/अ, २३/१७/२/ब, २३/१५, २३/१८, २३/२१

अ.क्र	जमिन मालकाचे नाव	स. नं./ ग. नं.	७/११ नुसार क्षेत्र (हे. आर)	बांधकाम/रेखांकन परवानगी घ्यावयाचे क्षेत्र (चौ.मी)
१	गोल्डवे रियालिटी सर्वे भागी. सचिन किरणराज सोमनगरा	२२/१४/४	००.४०.७०	४०१७०.००
		२२/१५/१	००.२८.००	
		२२/१५/२	००.२८.००	
		२२/१६/१	००.०९.५०	
		२२/१६/२	००.०९.५०	
		२२/१६/३	००.०९.५०	
		२२/१६/४	००.०९.५०	
		२२/१६/५	००.०९.५०	
		२२/१६/६	००.०९.५०	
		२२/१७	००.७४.००	
		२३/१७/१/अ	००.२५.५०	
		२३/१७/१/ब	००.२५.५०	
२३/१७/२/अ	००.३३.५०			
२३/१७/२/ब	००.३३.५०			





गोल्डवे रियल्टी टर्फ भागी, सॉफिन किरणराज सोनिगारा, गोल्डवे रियल्टी टर्फ भागी, राजेरा के गोपल	२३/१५	००,३०.००	
गोल्डवे रियल्टी टर्फ भागी, सॉफिन किरणराज सोनिगारा	२३/१८	००,०५.००	
	२३/१९	००,४०.००	
		पैकी ००,२१.००	
	एकुण क्षेत्र	०४,१०.००	
२	उपरिक्त नमुद क्षेत्रप्रमाणे अकृषिक परवानगी देवत आलेले क्षेत्र		४०१७०.००
३	प्रदेशीक योजनेतील रस्त्याव्यतिरिक्त क्षेत्र इतर आरक्षण		१४६०.७६
			१८६०८.८०
४	रेखांकन नकारामध्ये समाविष्ट कार्यप्रथे निव्वळ क्षेत्र		२०१००.४४
५	सद्यस्थितीमध्ये अकृषिक आकारणे करणेचे क्षेत्र		२०१००.४४
			रेखांकनाचे प्रयोजन
			निवासी
			२०१००.४४

प्रकरणी या कार्यालयकक्षील पत्र नं. क्र. ४२४/२५ ए/एस आर/२५/२०२२ दिनांक. १७/११/२०२३ अन्वये खापरीलप्रमाणे अकृषिक साटा, रुपांतरण कर तसेच यथास्थिती नजराणा किंवा अधिमूल्य आणि इतर शासकीय देणे शासन नमा कारणप्रसक्त अर्जदार यांना कळविणेठ आलेले होते.



म.क्र.	अकृषिक आकारणीचा तपशील	तपशील
१	विनारीती करावयाचे क्षेत्र (घो.मी.)	२०१००.४४
२	निवासी प्रयोजनासाठी विनारीती करावयाचे क्षेत्र	२०१००.४४
	विनारीती आकारणीचा दर रुपये (प्रतिघो.मी.) (निवासी प्रयोजन)	०.६१२
	विनारीती फायद्याच्या क्षेत्रावरील व्याजिक आकारणी रक्कम रुपये	१२३०१.४७
३	रुपांतरित करावी थाकारणी रक्कम रुपये	६१५०७.३५
४	जिल्हा परिषद कर रक्कम रुपये	००
५	ग्रामपंचायत कर रक्कम रुपये	००
६	एकुण आकारणी	७३८०८.८२

त्यानुसार घरीलप्रमाणे नमुद अकृषिक साटा, रुपांतरण कर तसेच यथास्थिती नजराणा किंवा अधिमूल्य आणि इतर शासकीय देणी शासन नमा केलेबाबत अर्जदार यांनी ठिफेसड चलन क्रं. GRN No MH ०००७१०१२६३२०२२२३ दिनांक २५/०१/२०२३ या कार्यालयास सादर केले आहे.

तसेच विषयोकिता मिळकतीवरील रेखांकन/घोषकाम नकारास विपरी चिचयड महानगरपालिका, सिंपरी, पत्र क्रं. यो.पी.पु.ना.वळे/८६/२०२२ दिनांक २२/११/२०२२ अन्वये दिलेला प्रारंभपत्राची व घंषकाम नकाराची प्रत सादर केलेली आहे.



सबब, आपणास या पत्रान्वये कळविणेत येते की, महाराष्ट्र शासन, महसूल व वनविभाग यांचेकडील दिनांक ०५/०१/२०१७ रोजीचा अधिसूचनेच्या अनुषंगाने विषयांकृत नमुद मिळकत अकृषिक झालेबाबतची योग्य ती नोंद नमुद मिळकतीचे ७/१२ सदर घेण्याकामी तसेच त्यानुसार गाव नमुना नं २ दुरुस्त अधिकार अभिलेखाची प्रत व फेरफार अर्जदार उपलब्ध करून देणेबाबत आपणांस सूचित करणेत येत आहे. तसेच विषयांकृत मिळकत अकृषिक झालेबाबतची नोंद नमुद मिळकतीचे ७/१२ सदरी व गाव नमुना नं २ ला झालेबाबतचा अहवाल या कार्यालयास सादर करावा.

सही / -xxx
(अभय चव्हाण)
तहसिलदार मुळशी (पोढ)

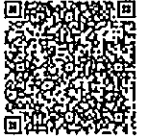
प्रत :- अर्जदार मे. गोल्डवे रियालिटी तर्फे भागोदार श्री. विनीत के. गोपल यांना माहेतीस्तव रवाना.

प्रत :- कार्यकारी अभियंता बांधकाम परवानगी व अनधिकृत बांधकाम नियंत्रण विभाग, पिंपरी विचवड महानगरपालिका, पिंपरी पुणे १८ यांना माहेतीस्तव सविनय सादर.

प्रत :- उप अधिक्षक, भूमि अभिलेख मुळशी (पोढ) ता. मुळशी जि. पुणे यांना माहेतीस्तव रवाना.



(अभय चव्हाण)
तहसिलदार मुळशी (पोढ)



ANNEXURE -H
Environmental Clearance



Government of India
Ministry of Environment, Forest and Climate Change
(Issued by the State Environment Impact Assessment
Authority(SEIAA), MAHARASHTRA)

To,

The
GOLDWAY REALTY
ICC Trade Tower, A- 101/102, Sonapeh Bapat Road Pune -411016

Subject: Grant of Environmental Clearance (EC) to the proposed Project Activity
under the provision of EIA Notification 2006-regarding

Sir/Madam,

This is in reference to your application for Environmental Clearance (EC)
in respect of project submitted to the SEIAA vide proposal number
SIAMH/NFRA/2408887/2022 dated 07/12/2022. The particulars of the
environmental clearance granted to the project are as below.

- | | |
|---|---|
| 1. EC Identification No. | EC/2022/2408887/178076 |
| 2. File No. | SIAMH/NFRA/2408887/2022 |
| 3. Project Type | |
| 4. Category | |
| 5. Project/Activity included in
Schedule No. | Industrial and Construction projects |
| 6. Name of Project | Industrial & Commercial
"Window Reserve" at Sr. No-22
Village- Punawale, Taluka- Mulshi,
Pune by M/s. Goldway Realty |
| 7. Name of Company/Organization | GOLDWAY REALTY |
| 8. Location of Project | MAHARASHTRA |
| 9. TOR Date | N/A |



The project details along with terms and conditions are appended herewith from page
no 2 onwards.

(e-signed)
Pravin C. Darade, I.A.S.
Member Secretary
SEIAA - (MAHARASHTRA)

Date: 21/07/2023

Note: A valid environmental clearance shall be one that has EC identification
number & E-Sign generated from PARIVESH. Please quote identification
number in all future correspondence.

This is a computer generated cover page.

ENVIRONMENTAL CLEARANCE
PARIVESH
(Pro-Active and Responsive Facilitation by Interactive, and Virtuous Environmental Single-Window Hub)





Wild life including clearance from the standing committee of the National Board for Wildlife as if applicable & this environment clearance does not necessarily implies that Forestry & Wild life clearance granted to the project which will be considered separately on merit.

4. The environmental clearance is being issued without prejudice to the action initiated under EP Act or any court case pending in the court of law and it does not mean that project proponent has not violated any environmental laws in the past and whatever decision under EP Act or of the Hon'ble court will be binding on the project proponent. Hence this clearance does not give immunity to the project proponent in the case filed against him, if any or action initiated under EP Act.
5. This Environment Clearance is issued purely from an environment point of view without prejudice to any court cases and all other applicable permissions/NOCs shall be obtained before starting proposed work at site.
6. In case of submission of false document and non-compliance of stipulated conditions, Authority/Environment Department will revoke or suspend the Environment clearance without any intimation and initiate appropriate legal action under Environmental Protection Act, 1986.
7. **Validity of Environment Clearance:** The environmental clearance accorded shall be valid as per EIA Notification, 2006, amended from time to time.
8. The above stipulations would be enforced among others under the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986 and rules there under, Hazardous Waste (Management and Handling) Rules, 1989 and its amendments, the public Liability Insurance Act, 1991 and its amendments.
9. Any appeal against this Environment clearance shall lie with the National Green Tribunal (Western Zone Bench, Pune), New Administrative Building, 1st Floor, D-Wing, Opposite Council Hall, Pune, if preferred, within 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.

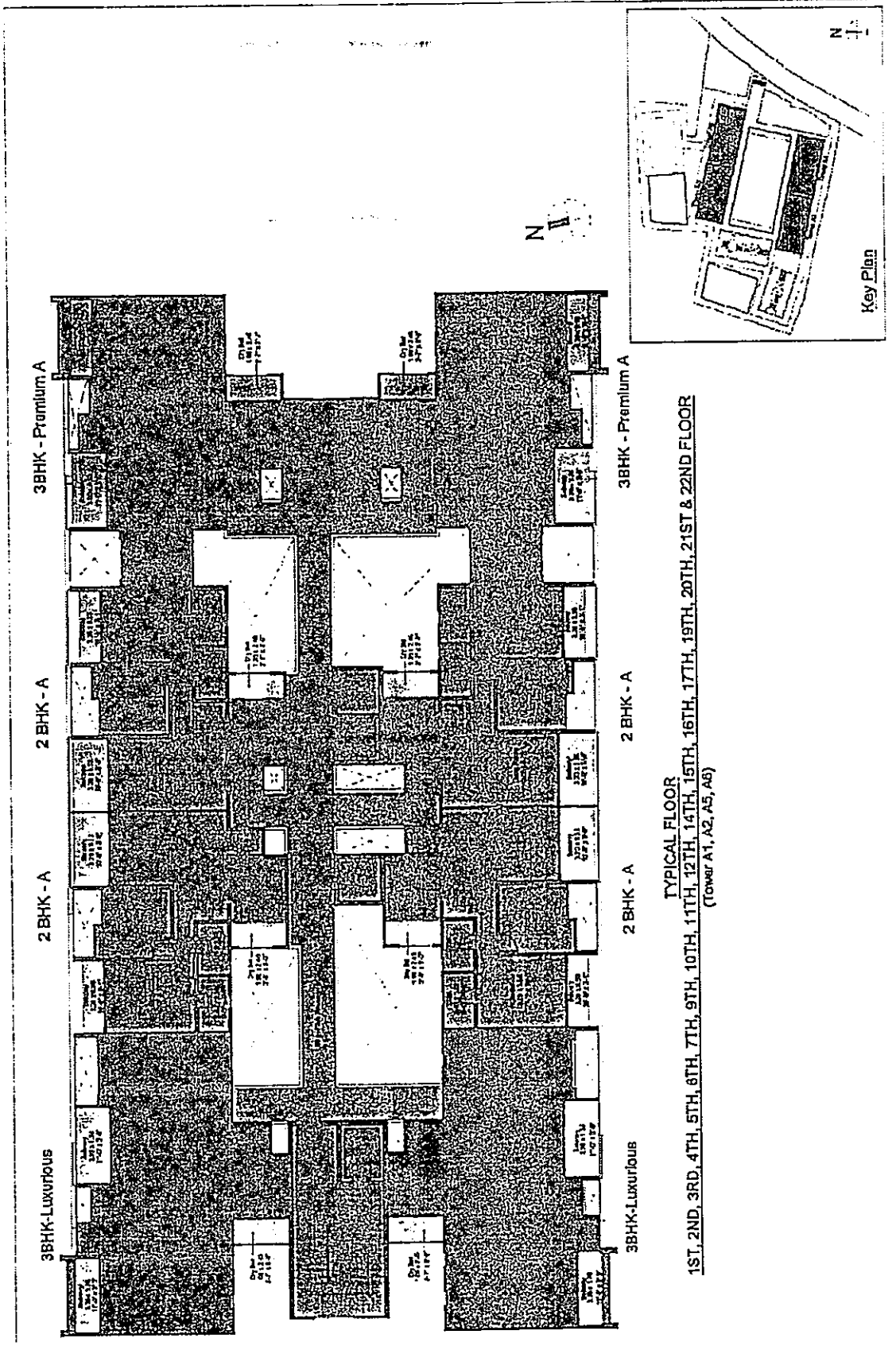
Pravin Danda
Pravin Danda
(Member Secretary, SEIAA)

Copy to:

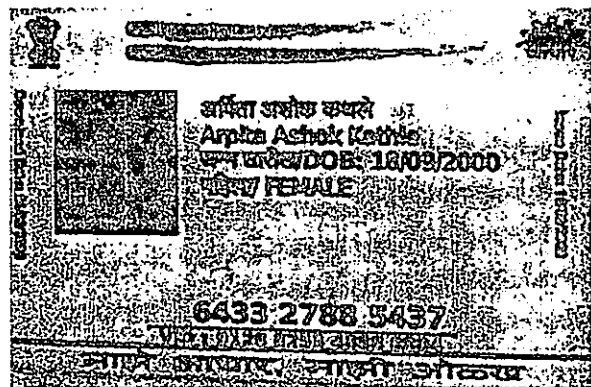
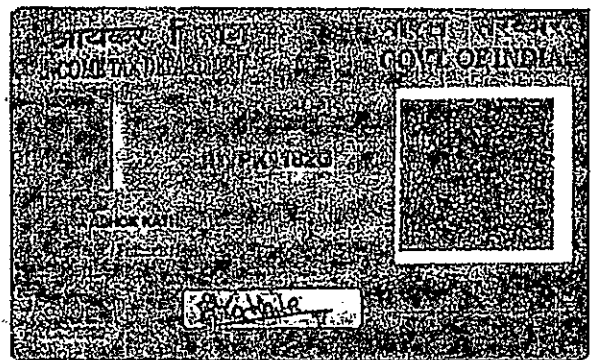
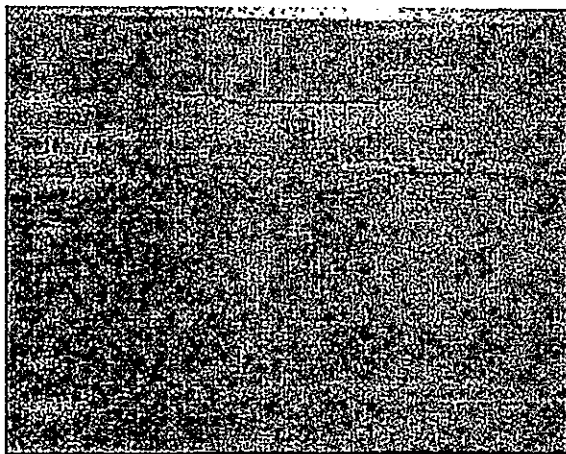
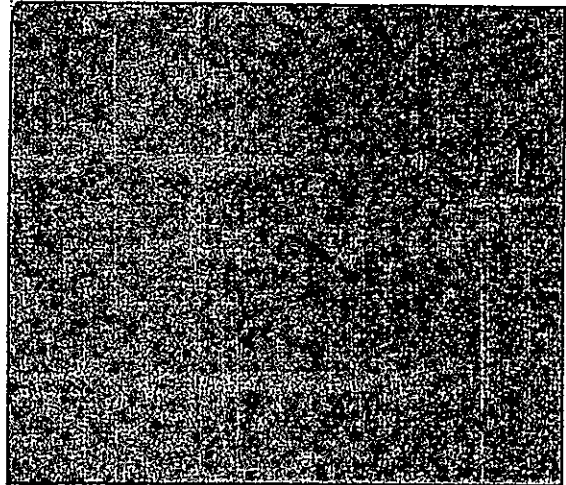
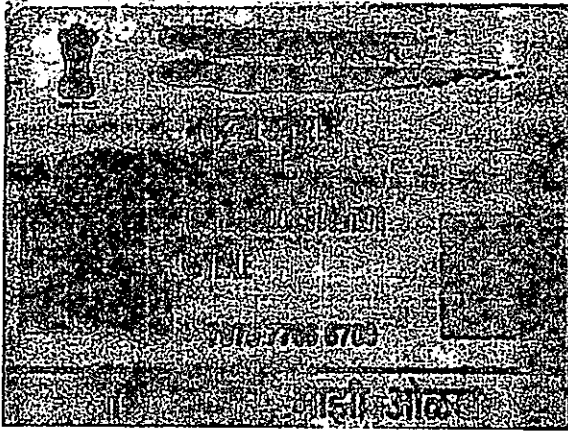
1. Chairman, SEIAA, Mumbai.
2. Secretary, MoEF & CC, IA-Division MOEF & CC
3. Member Secretary, Maharashtra Pollution Control Board, Mumbai.
4. Regional Office MoEF & CC, Nagpur
5. District Collector, Pune.
6. Commissioner, Pimpri Chinchwad Municipal Corporation
7. Regional O'Gow, Maharashtra Pollution Control Board, Pune.


Validity unknown

Digitally signed by Pravin C. Danda, I.A.S., Member Secretary



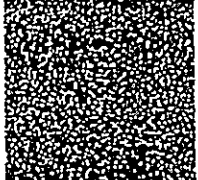
TYPICAL FLOOR
 1ST, 2ND, 3RD, 4TH, 5TH, 6TH, 7TH, 9TH, 10TH, 11TH, 12TH, 14TH, 15TH, 16TH, 17TH, 19TH, 20TH, 21ST & 22ND FLOOR
 (Tower A1, A2, A5, A8)




 सार्वजनिक सूचना आयोग
 Public Information Commission of India

पत्ता:
 ५४०१, द लेरेल्स, डी.पी. रोड, अमर कोर्टयार्ड जवळ,
 माळवडी, हदपसर, पुणे शहर, पुणे,
 महाराष्ट्र - ४११०२८

Address:
 A/401, The Laurels, D.P. Road, Near
 Amer Courtyard, Malwadi, Hadapsar,
 Pune City, Pune
 Maharashtra - 411028

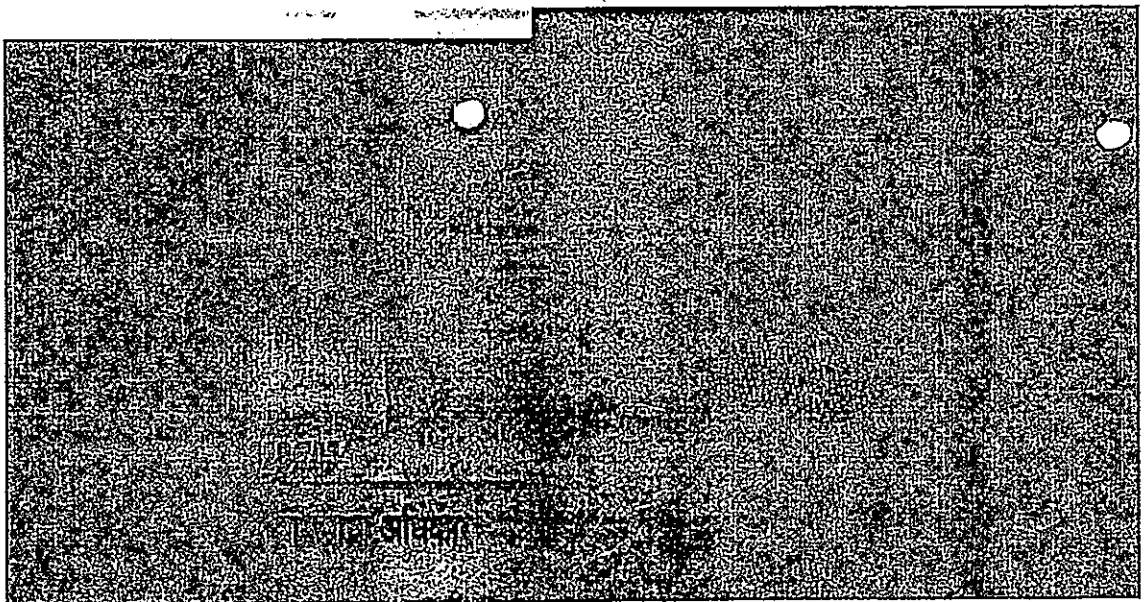
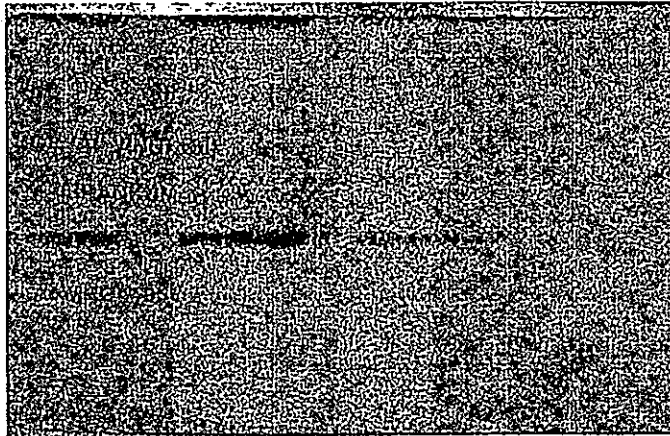
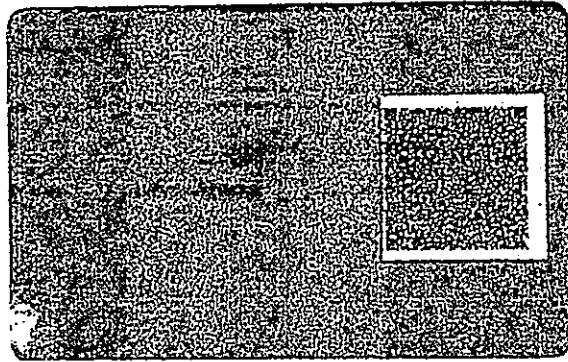


6433 2788 5437
 VID : 9126 8255 4888 8804

1847 | help@uidai.gov.in | www.uidai.gov.in



4 6 41





सह जिल्हा निबंधक वर्ग-1 तथा मुद्रांक जिल्हाधिकारी, पुणे शहर यांचे कार्यालय
5 फायनान्स रोड, शासकीय फोटो रजिस्ट्री इमारत, पहिला मजला, बी जे वैद्यकिय मुर्लीचे
वसतीगृहासमोर, पुणे-01

दुरध्वनी क्रमांक 26050637

Email ID - jdr.pune@city@gmail.com

जा.क्र.सजिनि/ई-रजि./1312 /2024

दि.19 /01/2024

प्रति,

सह दुय्यम निबंधक वर्ग-2,
हवेली क्र.28, पुणे शहर

विषय:- ई-रजिस्ट्रेशन सरिता 2.0 प्रणाली अंतर्गत दस्त नोंदणी बाबत
संदर्भ:- अॅड मच्छिंद्र ज्ञानेश्वर शिंदे यांचा दिनांक 11/12/2023 रोजीचा अर्ज.

विषयांकित प्रकरणी ई-रजिस्ट्रेशन सरिता 2.0 प्रणाली अंतर्गत मे.गोल्डवे रियाल्टी (कोहिनुर ग्रुप) यांनी Kohinoor Westview Reserve या प्रकल्पातील प्रथम विक्री करार नोंदणीसाठी सरिता 2.0 प्रणालीमध्ये प्रस्ताव सादर केलेला आहे. सदर प्रस्तावाचे अवलोकन केले असता, सदर प्रकल्प गांव पुनावळे येथील सर्व्हे नं. 22/14/4, 22/15/1, 22/15/2, 22/16/1, 22/16/2, 22/16/3, 22/16/4, 22/16/5, 22/16/6, 22/17, 23/15, 23/17/1/A, 23/17/1/B, 23/17/2/A, 23/17/2/B, 23/18 व 23/21 या मिळकतीवर असून, पिंपरी-चिंचवड महानगरपालिकेचे बांधकाम परवानगी व रेरा प्रमाणपत्र क्र. P52100048589 प्रस्तावासोबत सादर केलेले आहे.

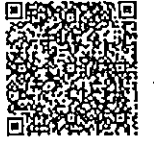
विकसकाने सादर केलेले 7/12 उतारे, बांधकाम परवानगी व रेरा प्रमाणपत्राची पडताळणी करून सदर प्रस्तावास या कार्यालयाने परवानगी दिलेली आहे. सदर रेरा प्रमाणपत्रामध्ये दस्ताधीन मिळकतीचे गांव नमुद नाही. मिळकतीचे सर्व्हे नंबर नमुद आहेत. तसेच मे.गोल्डवे रियाल्टी (कोहिनुर ग्रुप) तर्फे सचिन देशमुख यांनी सदर रेरा प्रमाणपत्र हे त्याच प्रकल्पासाठी दिलेले असल्याचे त्यांचे हमीपत्रात नमुद केलेले आहे.

त्याअनुषंगाने आपणास कळविण्यात येते की, सदर बाबतीत मा. नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक, महाराष्ट्र राज्य, पुणे (का.क्र.4) यांचेकडील पत्र क्र.का.4/प्र.क्र.193/2021/10 दि.03/01/2023 अन्वये दिलेल्या निर्देशानुसार सदर प्रकल्पातील रेरा प्रमाणपत्र व प्रकल्पातील विक्री करारनाम्यातील संबंधीत कागदपत्रे यांची पडताळणी केली असता, सदरचे रेरा प्रमाणपत्र क्र. P52100048589 दि.10/01/2023 हे Kohinoor Westview Reserve या प्रकल्पाचे नावे दिलेले असल्याचे दिसून येते. सदर प्रकल्पास या कार्यालयाद्वारे यापूर्वी परवानगी देण्यात आलेली असून, सदर प्रकल्पातील विक्री करारनाम्यासोबत जोडलेले रेरा प्रमाणपत्र क्र. P52100048589 दि.10/01/2023 चे आधारे विक्री करारनाम्याचे दस्त नोंदणीबाबत पुढील कार्यवाही करणेत यावी.

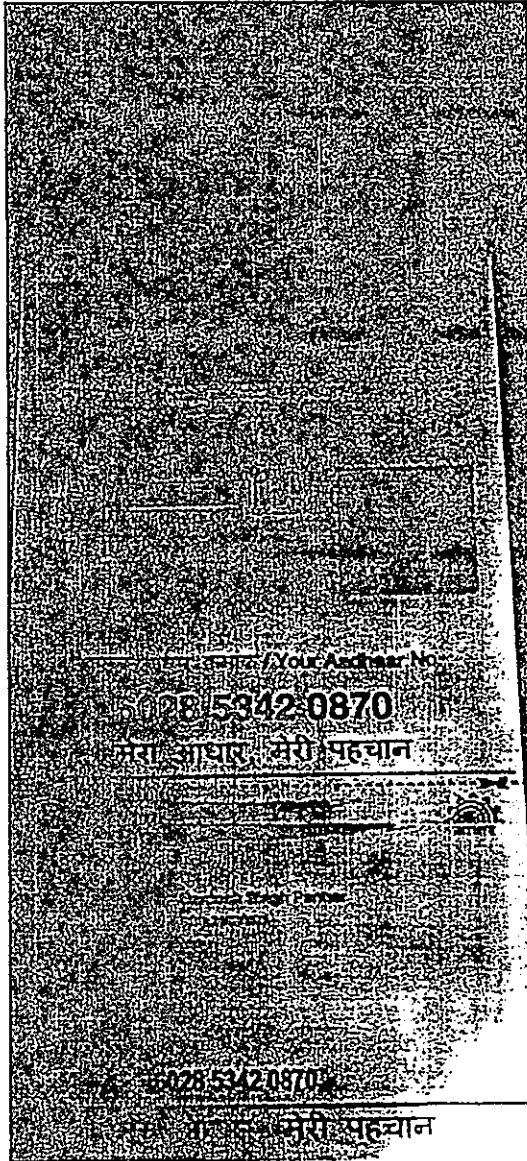
(एम.बी.खामकर)

सह जिल्हा निबंधक वर्ग-2 तथा,
प्रशासकीय अधिकारी, पुणे शहर

- प्रत- 1. मा.नोंदणी उपमहानिरीक्षक (संगणक), पुणे विभाग, पुणे यांना माहितीस्तव सविनय सादर.
2. मा.नोंदणी उपमहानिरीक्षक व मुद्रांक उपनियंत्रक, पुणे विभाग, पुणे यांना माहितीस्तव सविनय सादर.

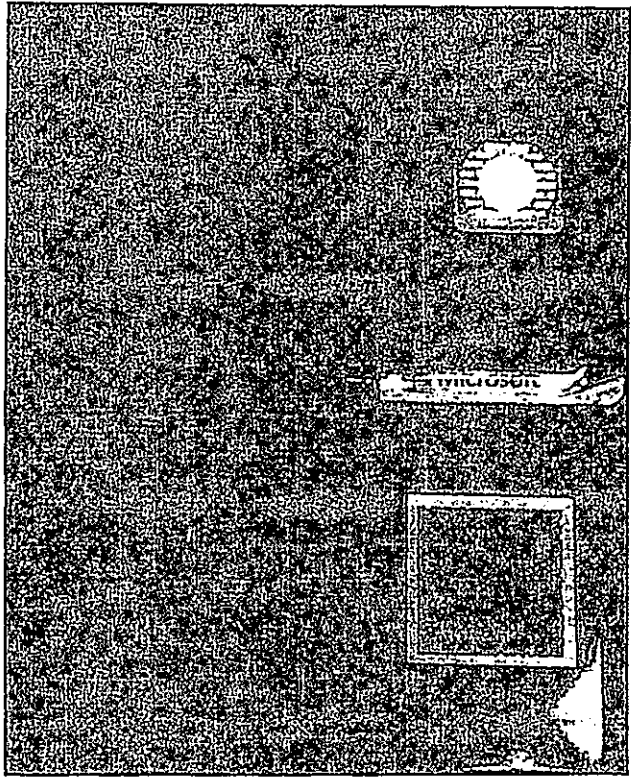


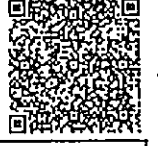
॥ १ ॥





201 21 4





Valuation No. : 902452 / 2024	Year :- 2024-2025	User Id : 43673	Date : 10-May-2024 12:35:PM
State : Maharashtra	District : Pune	Tahsil : Mulshi	
Land Type : URBAN	Corporation : Pimpri chinchwad municipal corporation	Village/City : Punavale	
पुनवळे - 22/5 - नकाशानुसार निवासी विभागातील अद्याप विकसीन क्षमता नसलेले क्षेत्र			
Survey Number - 22/14/4, 22/15/1, 22/15/2, 22/16/1, 22/16/2, 22/16/3, 22/16/4, 22/16/5, 22/16/6, 22/17, 23/15, 23/17/1/A, 23/17/1/B 23/17/2/A, 23/17/2/B, 23/18, 23/21			
Construction Type :RCC PAKKE		Property Age:0 to 2 Years	
Property Rates			
Residential	Open Land	Construction Rate	
₹60930/- Square Meter	₹8040/- Square Meter	₹26620/- Square Meter	
Valuation Rule : Residential Flat / Big Project - eRegistration			
Usage : Non Agriculture Build And Open => Residential => Residential Flat / Big Project - eRegistration			
Property Details			
1	Area of Constructed Property	76.3400 Square Meter (-Carpet Area With RERA)	
2	Construction Type	RCC PAKKE	
3	Exclusive Area	0 Square Meter	
4	Lift Availability	YES	
5	Floor Number	6	
6	Proportionate Area	0 Square Meter	
7	Big Project	Yes	
8	Big Project Area	4.1700 Hectares	
9	Flat Number	605	
10	Building Name	KOHINOOR WESTVIEW RESERVE	
11	Building Number	A1	
12	Open Parking	0 Square Meter	
13	Covered Parking	12.5000 Square Meter	
14	Terrace Above	0 Square Meter	



16	Mezzanine Floor Area (पोटमजला क्षेत्र)	0 Square Meter
17	Open Space Around Groundfloor	0 Square Meter
18	Open Balcony	0 Square Meter
19	Closed Balcony / Balcony Area	10.9000 Square Meter (Carpet Area With RERA)
20	Open Dry Balcony	0 Square Meter
21	Land on highway	Yes
22	Identified (Listed) Corporation	No

Calculation Details

Sr.No.	Description	Calculation	Total
1	Constructed Property Valuation	1. $(60930 \times 1.05 \times 1.05 - 8040) = 59135.325$ 2. 59135.325×1 (Depreciation) = 59135.325 3. $83.974 \times (59135 + 8040) = 5640953.45$	₹56,40,953/-
2	Closed Balcony / Balcony Area Valuation	1. $(60930 \times 1.05 \times 1.05 - 8040) = 59135.325$ 2. 59135.325×1 (Depreciation) = 59135.325 3. $11.99 \times (59135 + 8040) = 805428.25$	₹8,05,428/-
3	Covered Parking	1. $(60930 \times 1.05 - 8040) = 55936.5$ 2. 55936.5×1 (Depreciation) = 55936.5 3. $12.5 \times ((55937 + 8040)) \times 0.25 = 199928.125$	₹1,99,928/-

Note : Final Valuation is Rounded to Next 500/-

Reference : Residential Flat / Big Project - eRegistration

- 1) Rule-3 => Depreciation
- 2) Rule-18 => Lift availability (No)/Floor no;
- 3) Rule-19 => Lift availability (Yes)/Floor no;
- 4) Rule-5 => Big Project Y/N;
- 5) Rule-6-i-B => If Rate Not Available;
- 6) Rule-14-A => Terrace
 - a) Terrace Above = 25%
 - b) Attached Terrace = 40%;
- 7) Rule-15 => Parking
 - a) Open Parking = 40%
 - b) Covered Parking = 25% (excluding 18 & 19)
- 8) Rule-4 i) => Balcony
 - a) Open Balcony = > 40%
 - b) Closed Balcony
- 9) Rule-12 => Mezzanine Valuation => 50%
- 10) Rule 13 => Open Space Around Groundfloor => 40%



Document Registration Summary 1

Print Date :-10-Jun-2024

Article : Agreement for sale

Office/HVL28-2404-2024

- Market Value: ₹6646500/-
- Consideration Amount: ₹8276762 /-
- Paid Stamp Duty: ₹579400 /-

Sr. No. 2404 On Date 10-Jun-2024 04:49:37 pm
Presented at Joint S.R. Haveli 28

Presenter Name: SANTOSH SINGH PARMAR



Signature of Presenter

Registration Fee ₹30000.00

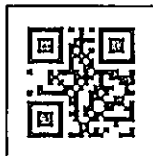
Document Handling Charges ₹1000

Total ₹31000

Digitally Signed by Joint-S.R. Haveli 28
10-Jun-2024

Digitally Signed by Joint S.R. Haveli 28
10-Jun-2024

Payment Head	Amount To Be paid	Paid Amount	Payment Mode	Reference No.	Payment Amount
Registration Fee	30000	30000.00	e-SBTR	GRN Number: MH001872751202425S Defacement Number: 0001827207202425	30000.00
Stamp Duty	579374	579400	e-SBTR	GRN Number: MH001872751202425S Defacement Number: 0001827207202425	579400
Document Handling Charges	1000	1000	SBI e- Pay (DHC)	Certificate No.: 0524225411686 Defacement Number: 0524225411686D	1000



Document Registration Summary 2

Document Reg. No.:HVL28-2404-2024

Article : Agreement for sale

The following Parties admit that they have executed the document of Kohinoor Westview Reserve

Party Admission -EKYC Details

Type of Party,Name,UID	Date & Time of Admission	Date & Time of Verification with UIDAI	Information received from UIDAI(Name, Gender, Aadhar No)	Photo
<u>Purchaser/Buyer/Executor</u> Mr.SANTOSH SINGH PARMAR PAN No.:ANKPP6004C	2024-05-10 13:22:02	2024-05-10T01:26:10	Santosh Singh Parmar, M, *****3568	
<u>Purchaser/Buyer/Executor</u> Mrs.REENA PARMAR PAN No.:BCOPP2492J	2024-05-10 13:23:37	2024-05-10T01:27:42	Reena Parmar, F, *****2144	
<u>Seller/Executor</u> GOLDWAY REALITY through its Authorised Signatory MR VINEET K GOYAL PAN No.:AAUFG5820A	2024-05-20 18:43:01	2024-05-20T06:46:48	Vineet Krishnakumar Goyal, M, *****3968	

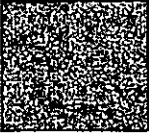
The following persons states that they know the executing parties.

Identifier - EKYC Details

Identifier,Name,UID	Date & Time of Admission	Date & Time of Verification with UIDAI	Information received from UIDAI(Name, Gender, Aadhar No)	Photo
<u>Identifier For All</u> Arpita Kathle	2024-05-10 13:30:43	2024-05-10T01:29:02	Arpita Ashok Kathle, F, *****9920	

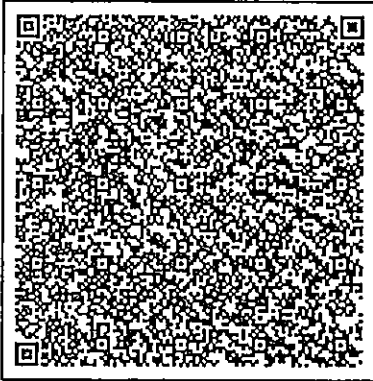


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Identifier,Name,UID	Date & Time of Admission	Date & Time of Verification with UIDAI	Information received from UIDAI(Name, Gender, Aadhar No)	Photo
<u>Identifier For All</u> Adv Machhindranath D Shinde	2024-05-10 19:27:12	2024-05-10T07:29:50	Machhindranath Dnyaneshwar Shinde, M, *****5248	

Digitally Signed by Joint S.R. Haveli 28
10-Jun-2024 06:33:23 pm



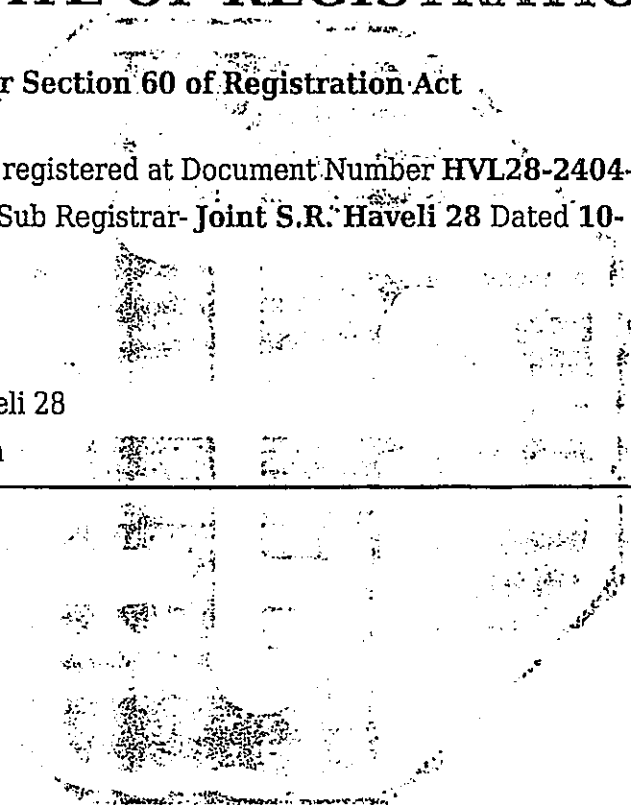


CERTIFICATE OF REGISTRATION

Under Section 60 of Registration Act

This Document has been registered at Document Number **HVL28-2404-2024**
in the book number 1 of Sub Registrar- **Joint S.R. Haveli 28** Dated **10-**
Jun-2024 06:28:06 pm

Signed by Joint S.R. Haveli 28
10-Jun-2024 06:28:06 pm



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