



AGREEMENT TO SALE

THIS ARTICLE OF AGREEMENT IS MADE AND EXECUTED IN PIMPRI ON THIS FRIDAY THE 15TH DAY OF FEBRUARY TWO THOUSAND NINETEEN.

BETWEEN

M/S. V PROPERTIES

Through its Partner:

MISS. USHA T. FABWANI

Age: 55 years, Occu: Business,

PAN – AABPF1339E

having its office S no. 225/3A,
Near Dharma Apartments,
Pimpri, Pune –411017.

HEREINAFTER called as “**THE PROMOTER**” / “**DEVELOPER**” / “**BUILDER**”/“**OWNER**” (which expression unless repugnant to the context shall be deemed to mean and include himself, his heirs, executors, administrators and assigns.)

...PARTY OF THE FIRST PART.

AND

MR. _____

Age:_____ Years, Occ: _____

PAN No. _____

Aadhaar Card No. _____

Email Id:- _____

Moblie No:-_____

HEREINAFTER called as” **THE ALLOTTEE**” / “**PURCHASER**” (which expression unless repugnant to the context shall mean and include himself, his heirs executors, administrators and assigns.)

...PARTY OF THE SECOND PART.

WHEREAS that the property described in Schedule A, situated Survey No. 70, Hissa No. 2, total area admeasuring 3586.09 Sq.mtr, situated at **Village Rahatani - Kalewadi, Taluka Haveli, Dist – Pune** and within the local limits of Pimpri Chinchwad Municipal Corporation and in the Registration jurisdiction of Sub-Registrar Haveli I to XXVI, District Pune.

SCHEDULE OF PROPERTY at S. NO. 70/2 area 02 H 14 R

AND WHEREAS the Property i.e. Survey No. 70, situated at Village Rahatani, Taluka Haveli, Dist- Pune, within the Limits of Pimpri Chinchwad Municipal Corporation was ancestral property of Shri. Dhondiba Chimaji Tapkir & Shri. Gangaram Chimaji Tapkir and they are recorded owners of the said plot as per revenue records.

AND WHEREAS the said property bearing No. 70 was ancestral property of Shri. Dhondiba Chimaji Tapkir & Shri. Gangaram Chimaji Tapkir and hence as per the application of owners & oral partition was made between co – owners & as per the said partition separate 7/12 extract bearing Survey No. 70/2 having area 02 H 14 R came in share of Shri. Dhondiba Chimaji Tapkir. That as per his easements rights, his name was recorded being owner vide Mutation Entry No. 510.

AND WHEREAS the said owner Shri. Dhondiba Chimaji Tapkir expired on 21/08/1970 and after his death as per the application & Registered Will on dated 15/10/1966 and affidavit, the names of legal heir were recorded being owners of the said property i.e. Mr. Babasaheb Dhondiba Tapkir (Son). That as per the application and affidavits on records the above legal heirs were recorded being owners of the said property in records, vide Mutation Entry No. 1039.

AND WHEREAS the said owners Mr. Babasaheb Dhondiba Tapkir has transferred the said property i.e. plot admeasuring 00 Hectare 40 Ares, out of Survey No. 70/2 total area admeasuring 02 H 14 R, by the Sale Deed in favour of M/s. V. Properties through its Partners Mrs. Kanchan S. Juman, Miss. Leena Suresh Juman & Miss. Usha Tolaram Fabwani, which is registered in the office of Sub-Registrar, Haveli No. 26, vide Serial No. 6840/2016, dated 16/08/2016 and accordingly the name of the Present owners i.e. M/s. V. Properties through its Partners Mrs. Kanchan S. Juman, Miss. Leena Suresh Juman & Miss. Usha Tolaram Fabwani was recorded in record of rights, vide Mutation Entry No. 29373.

WHEREAS the Present owners i.e. M/s. V. Properties through its Partners Mrs. Kanchan S. Juman, Miss. Leena Suresh Juman & Miss. Usha Tolaram Fabwani have transferred some part of the said property i.e. admeasuring 130 Sq.Mtrs., out of area admeasuring 3716.09 Sq.Mtrs., of Survey No. 70/2 total area admeasuring 02 H 14 R, by the Sale Deed in favour of M/s. Shiv Associates through its Proprietor Mr. Suresh Dwarkadas Juman, which is registered in the office of Sub-Registrar, Haveli No. 26, vide Serial No. 3039/2018, dated 16/03/2018 and accordingly the name of the M/s. Shiv Associates through its Proprietor Mr. Suresh Dwarkadas Juman was recorded in record of rights, vide Mutation Entry No. 30285.

WHEREAS the Promoter has proposed to construct on the project land a scheme comprising of ownership Apartment, in the name of **“DIVIVNE DAZZLE (B)”** [Herein after referred to as the **“said project”**] consisting of building/floors/units as tabled herein below;

OCCUPATION TYPE BLDG – ‘B’	PROPOSED NUMBER OF FLOORS	TOTAL PROPOSED NUMBER OF UNITS IN THE BUILDING/WING
RESIDENTIAL B	13	108 APARTMENTS

OCCUPATION TYPE BLDG – ‘A & B’	SANCTIONED NUMBER OF FLOORS	TOTAL SANCTIONED NUMBER OF UNITS IN THE BUILDING/WING
RESIDENTIAL B	2P + 03	30 APARTMENTS

That as on today the PCMC has issued sanctioned Plan upto 3 Floors consisting of 30 Flats (hereinafter referred to as the "Said Building/s" for the sake of brevity). AND whereas promoter has planned to utilize available TDR/FSI upto 13th Floor.

WHEREAS the P.C.M.C has issued Commencement Certificate on the said land vide Registration No. BP/Rahatani 56/2018, Dated. 08/06/2018 authenticated copy of the said registration is attached to this agreement at **Annexure – “B”**

AND WHEREAS, the Collector, Pune vide order No. NA/SR/255/2018, Dated 25/06/2018. Granted NA permission in respect of the said land. Copy of the said N. A. Order is annexed hereto as **Annexure - "C"**.

WHEREAS the Promoter has entered into a standard Agreement with Patil & Bugade Associates an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. However, the promoter herein have reserved the rights to change such Architect at any time if so desired by the promoter at its sole discretion. **AND**

WHEREAS the Promoter has appointed G. A. Bhilare Consultants Pvt. Ltd. structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the structural Engineer till the completion of the building/buildings. However, the promoter herein have reserved the rights to change such structural Engineer at any time if so desired by the promoter at its sole discretion.

WHEREAS the Allottee has read and understood all the terms and conditions of the deeds and documents concerning the title of the said land so also the Allottee has read and understood all the contents of the indemnity bonds/Undertakings, etc. given by the Promoter to the Hon'ble Collector, Pimpri Chinchwad Municipal Corporation or any other authority and terms and conditions mentioned in Commencement certificate, NA Order and also the allottee has read and understood the terms and conditions thereof. **AND**

WHEREAS the Allottee is aware of the fact that the present scheme is single phase development of the said project and shall form one housing scheme. The Allottee is also aware that the Promoter has entered or will enter into similar and/or different and/or separate Agreements with several other intending allottees and/or Allottees, persons and parties in respect of other units in the said building/project. **AND**

WHEREAS the Allottee herein being desirous of purchasing an Apartment, applied to the Promoter for allotment of the Apartment No. "_____", in Bldg - ____ on the ____ Floor in the project known as "**DIVINE DAZZLE (B)**" to be constructed on the said land. Accordingly, in response to the application of the Allottee, the Purchaser/Allottee is offered by the Promoter an apartment bearing No. "_____", in Bldg - ____ on the ____ Floor in the project known as "**DIVINE DAZZLE (B)**" to be constructed/being constructed on the said land (hereinafter referred to as "the said Apartment"/ "the Said Flat")

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

AND WHEREAS the Promoter shall construct the said buildings on the said land in accordance with the plans, signs and specifications approved by the concerned local authority and which have been seen and approved by the unit purchaser with only such variations and modifications as per the promoter may consider necessary or as may be required by the concerned local authority/the Government Authority to be made in them or any of them.

HOWEVER, the unit Allottee/s / Purchaser/s shall not object the promoters for making changes in and revising the layout, plans, design, specifications and amenities including the plans of the buildings in which the said unit is situated for any number of times as per requirement of the Promoters, due to additional F.S.I./ T.D.R. available or otherwise, and for completing the development in phase as per the promoters discretion.

The Allotee/s / Purchaser/s hereby gives irrevocably consents and authority the promoters to sign on behalf of him/her/them for the same and to add /delete floors, buildings, units etc. to make suitable changes, modifications and variations in the layout and building plans including the unit of the Allotee/s / Purchaser/s as regards its location and area and to make suitable changes in the position of roads and open spaces in the layout, parking areas, common amenities, staircase lobbies water tanks, transformers, water lines, septic tank etc.

AND WHEREAS copies of search & title report issued by the Advocate Deepak P. Suhanda, copies of 7/12 & copies of the Plan approved by the P.C.M.C have been separately given to the Allotee/s / Purchaser/s herein.

WHEREAS on the request of the Promoter, the Allotee has carried out independent necessary search by appointing his/her/their own Advocate regarding the title and the nature of the title of the said land / proposed project. The Allotee has / have satisfied himself / herself / themselves in respect of the marketable title of the Promoter in respect of the said land and also have verified the correctness and lawfulness of all the other documents produced for their inspection by the Promoter and thereafter have agreed to purchase the Apartment more particularly described in the **“SCHEDULE-B”** annexed herewith and delineated and demarcated in Red Color in **Annexure-“A”** annexed hereto. **AND**

AND WHEREAS under section 4 of the Maharashtra Ownership Flats Act of 1961, and Maharashtra Ownership Flats rules 1964, the Builder and the Promoter is required to execute a written agreement for the sale of the said flat in favour of the Allotee/s / Purchaser/s, and also to register the said agreement under the registration Act 1908.

AND WHEREAS The Allotee/s / Purchaser/s had agreed to purchase the said unit/flat on total consideration of the flat and not on square feet basis but a package deal and the purchaser himself/ herself/ themselves are satisfied about it. The purchaser is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately three to five percent. The Allotee/s/Purchaser/s consents for the same and is aware that the consideration being lump sum will not change and the price is for unit sale.

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

1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. "_____" in Building - "_____" admeasuring _____ Sq. Mtrs. of carpet area + enclosed Balcony area admeasuring _____ Sq. Mtrs., and with exclusive right to use and occupy the adjoining same level terrace having area about _____ Sq. Mtrs. located on the _____ Floor, in the building/project called "**DIVINE DAZZLE (B)**" as shown in the Floor plan thereof hereto annexed and marked in **Annexures 'A'** for the consideration of **Rs. - _____/- (Rupees _____ Only)**. which the price is a lump sum deal and area is shown for taxation purpose only. The vendor /promoter has given total benefit of GST to the Allottee/s/ Purchaser/s and waved off the GST amount.

AND WHEREAS, Rs. _____/- is for unit cost + Rs. _____/- is for stamp duty & registration charges = Rs. _____/- as total package deal for the said agreement. And the Allottee/s admitted and acknowledged the same.

2. It is hereby agreed that the Promoter has the exclusive right of allotment of the different parking spaces or garages to one or more person/s of their choice and such person/s may not be the Apartment holders and realize sale and other proceeds there from to its benefits. Covered / open Scooter and Car parks are not the common areas and each car/scooter park will be allotted to specific Allottee/s by the Promoter as per his choice and discretion.

3. The Allottee/s is given the right of exclusive use of one stilt/podium/basement/ open car park and the Allottee/s also agrees that if for any reason it be held that allotment of the Car Park herein to the Allottee/s gets cancelled then the Allottee/s shall not be entitled to ask for refund of any amount or compensation as price herein agreed is only for the Apartment and allotment is made ex-gracia for beneficial enjoyment of the same. The Allottee/s further agrees that he will not challenge any allotment of any parking space made by the Promoter to any other Allottee/s.

4. a) The Promoters shall construct the building/s on the said land in accordance with the plans, designs, specifications which are and / or shall be approved/ revised by the concerned local authority from time to time and the Promoters shall be entitled to make any changes in the said plan with such modifications, as the Promoters may consider suitable, expedient, beneficial and necessary and/or as may be required by the concerned local authority/ Government, be made in them or any of them the FLAT Purchaser hereby gives his/her express unconditional and irrevocable consent to such changes provided there will not be any changes in the area and Structure of the FLAT, along with Open space area as shown on original sanction layout and Location of the buildings, agreed to be sold hereunder. The Purchaser/s is/are

aware that the perspectives/ elevation plans shown on the plans (approved by the Pimpri Chinchwad Municipal Corporation or town planning authority) and/or in the brochures are tentative and are likely to undergo change/s in course of construction which the Developer/Promoter at its sole discretion may think fit and proper or as may be required by the concern Authorities/ Government to be made in them or any of them. The Purchaser/s shall have no objection/ complaints of whatsoever on that account and hereby give his/her/their irrevocable consent for such changes.

b. It is specifically understood that the Brochures, Compact Disc, advertising and marketing material published by the Developer/ Promoter from time to time in respect of the scheme is just an advertisement material and contains various features such as furniture layout in a tenement, vegetation and plantation shown around the building/Unit, color scheme, vehicles, etc. to increase the aesthetic value only and is not factual. These features/ amenities are not agreed to be developed or provided by the Developer/ Promoter to the Purchaser/s. The Brochure/Master Plan is the tentative projection of the whole plan of the complex/scheme. There may/will be variations depending on the practical and technical problems or if so desired by the Developer/ Promoter and therefore the complex shall not/may not be the same as in the brochure/master plan. The Developer/ Promoter shall not be liable for such variations nor shall the Purchaser/s question anywise the same.

5. The promoters hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by PCMC at the time of sanctioning of the said plans or thereafter.

6. If the extra F.S.I./T.D.R. is granted by PCMC, the same shall absolutely belong to the builders and promoters and the builders will develop as per their choice and may dispose off to the person or persons of their choice.

7. The fixtures and fittings with regard to the flooring and sanitary fittings to be provided by the Promoter in the said building and the Apartment as are set out in **Schedule 'E'D** hereto.

8. The Promoter specifically discloses that, the manufacturers of certain appliances, equipment's, standard fittings, machineries including generator set for backup, STP, electric pumps, waste management plants, lifts, Gas line if any, security equipment's if any, electronic equipment's if any, Solar System if any, Gym equipment's if any, Garbage Chute, etc will be as per the warranty provided by the respective manufacturer / Supplier. The only warranty on those items is of the manufacturer's warranty and the Promoter is in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

9. The Promoter and the Allottee has mutually agreed to the present payment plan based upon the milestone table herein below. The Allottee has agreed to pay the consideration of **Rs _____ (Rupees _____ Only)**, in following manner;

a.	Rs. _____ /-	(Rupees _____) Paid by Pay Order No. _____, Dated: ____/____/_____. Drawn on _____ Bank _____ Ltd, _____ Branch, Pune.
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Schedule of Balance Payment:-

Sr.No	Payment Detail	Percentage
1	At the time of first slab	10%
2	At the time of second slab	10%
3	At the time of third slab	10%
4	At the time of fourth slab	10%
5	At the time of fifth slab	10%
6	At the time of sixth slab	10%
7	At the time of seventh slab	10%
8	At the time of eighth slab	5%
9	At the time of ninth slab	5%
10	While brick work and Plaster Work	5%
11	While Sanitary fittings and Plumbing	5%
12	At the time of doors and windows	5%
13	At the time of possession	5%

It is made clear and agreed by and between the parties hereto that the promoter shall not be bound to follow, chronological order of any of the stages of the above said stages/installments and that the Promoter shall be at complete liberty to choose the chronology of the respective stages of the construction. The Purchaser agrees that the promoter may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said flat is also arrived on the assurance of the purchaser to abide by the above payment schedule only and it will not be altered by the purchaser. The purchaser shall make all the payments to the promoter by Demand draft only or by local Cheques/RTGS, to be drawn in favour of **“M/S. V PROPERTIES, A/C TYPE: _____”**. If the purchaser makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the promoter and to the extent the said amount is credited by deducting the commission of the Bank. Payment of any installments if made in advance shall be adjusted to the installment as mentioned herein above. No interest shall be paid by the promoter for such advance payments made by the purchaser or Housing Finance Companies/ Banks, etc.

10. It is hereby specifically agreed that the time for payment as specified above is of the utmost essence to this agreement and on failure of the Allottee to pay the same on due dates, it shall be deemed that the Allottee has committed breach of this agreement and the Promoter shall be entitled to take such action as they are entitled to take in case of breach/default of this agreement, including termination of this agreement. Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due date, the Allottee shall be bound and liable to pay interest as specified under the rules formed under the said Act or as per MCLR of State Bank of India + 2%, with quarterly rests on all amounts which become due and payable by the Allottee to the Promoter till the date of actual payment. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall be construed as condonation by Promoter on such delay. The amount of interest shall be calculated after completion of the said apartment and the Allottee has agreed to pay the same before possession of the said apartment without fail.

11. On the Allottee/s / Purchaser/s herein committing default in payment on due date and payable by the Allottee/s / Purchaser/s to the promoters under this agreement (including his/ her proportionate share in taxes levied by the PCMC and other outgoing) and on the breach or breaches of the terms and conditions herein contained, the Promoters shall be entitled at their own option to terminate this agreement

Provided always that power of termination herein before contained shall not be exercised by the promoters unless and until the promoters shall have given to the purchasers herein 15 days prior notice in writing of their intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Allottee/s / Purchaser/s within the reasonable time after giving of such notice provided further that upon termination of this agreement as aforesaid, the promoters shall refund to the purchasers the installments of sale price of flat which may till then have been paid by the Allottee/s / Purchaser/s to the promoters, after re-booking the flat but the promoters shall not be liable to pay the purchasers any interest on the amount so refunded and upon termination of this agreement and refund of the aforesaid amount by the promoters, the promoters shall be at liberty to dispose off and sell the flat/ parking space to such person/s and at such price as the promoters may in their absolute discretion think fit.

Under any circumstances, the promoter shall not be liable and responsible to compensate the purchaser against the cancellation of this agreement and all expenses, fee, stamp duty and Registration expenses, if any, paid by the purchaser shall be entirely at the cost and risk of the purchaser.

12. The Promoter shall give possession of the Apartment to the Allottee/s / Purchaser/s on or before __/__/__. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 10 herein below from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of:

- a. War, civil commotion or act of God;
- b. Any notice, order, rule, notification of the Government and/or other public or competent authority/court or any Decree / Order of any Court/tribunal/authority.
- c. Non-availability of steel, cement, other building material, water, electric supply or drainage line etc.
- d. Any stay or injunction order from any Court/forum/statutory body.
- e. Pendency of any litigation of any nature effecting the construction or refurbishing.
- f. Delay or default in payment of any installment or dues by the Apartment Allottee/s / Purchaser/s . (This is without prejudice to the right of the Promoter under Clause 11, 12 & 13).
- g. Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
- h. Any other circumstances beyond the control of the Promoter or force majeure.
- i. Changes in any rules, regulations, bye laws of various statutory bodies and authorities from time to time affecting the development and the project.
- j. Delay in grant of any NOC/ permission/ license/ connection installment of any services such as elevators, electricity and water connections and meters to the scheme/ Apartment/ road etc. or completion certificate from any appropriate authority.

13. The Allotee/s / Purchaser/s along with the other purchasers of flats in the building shall join in forming and registering the Association of Apartment Owners or limited company to be known by such name as the promoter may decide and for this purpose also from time sign and execute the application for registration and/or/membership and other papers and documents necessary for the formation and registration of the Association of Apartment Owners or limited company and for becoming a member, including bye-laws of the proposed Association of Apartment Owners and duly filled in, signed and returned to the promoters within 15 days of the same being forwarded by the promoters to the purchaser, so as to enable the promoter to register the organization of purchasers of the flat under section 10 of the said act within the time limit prescribed by the rule 8 of Maharashtra ownership flats rules 1964. No objection shall be taken by the purchaser from the vendor if any changes or modification are made in the draft, bye-laws or memorandum and/ or articles of association, as may be required by the registrar of company as the case may be, or any other competent authority.

14. The Builders and Promoters shall have the first lien and charge on the said flat to be purchased by the purchaser in respect of any amount liable to be paid by the purchaser under the terms and conditions of this agreement. Unless it is otherwise agreed to by and between the parties hereto, the promoters shall, do registration of the Association of Apartment Owners or the limited company as aforesaid cause to be transferred to the Association of Apartment Owners or limited company all the rights, title and interest of the original owner/promoters of the said land together with the building by executing the necessary conveyance of the said land and of the building in favour of such Association of Apartment Owners or Association of Apartment or limited company, or a condominium as the case may be, such conveyance shall be in keeping with the terms and conditions of this agreement.

15. Commencing a week after notice in writing is given by the promoters to the purchasers that the flat is ready for use and occupation the purchaser shall be liable to bear and pay the proportionate share of the outgoing in respect of the said land and the buildings namely local taxes, betterment charges or such levies by the PCMC or/and Government, water charges, insurance, common light, repairs and salaries of the clerk, gardeners, watchman/ sweepers and all other expenses, necessary and incidental to the management and maintenance of the said buildings until the Association of Apartment Owners or limited company is formed and the said land and buildings transferred to it the purchaser shall pay to promoters herein such proportionate share of outgoing as may be determined by the promoter. The purchasers shall further agree that till the purchasers share is so determined, the purchaser shall pay to promoters provisional monthly contribution of Rs.4/- per Sq/Ft., per month towards the outgoing. The amount so paid by the purchaser to the promoters shall not carry any interest and remain with the promoters until a conveyance is executed in favour of the Association of Apartment

owners or a limited company as aforesaid. Subject to the provisions of section 6 of the said act, on such conveyance being executed, the aforesaid deposits (less deductions provided for the agreement) shall be paid over the promoters to the Association of Apartment Owners or the limited company, as the case may be the purchaser undertakes to pay such provisions/ monthly contribution and such proportionate shares of outgoing regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

16. At the time of registration, the Allottee/s / Purchaser/s shall pay the promoters, the purchasers share of stamp duty and registration charges payable, by the said Association of Apartment Owners or limited company on the conveyance or any document or instrument of transfer in respect of the said land and building to be executed in favour of the Association of Apartment owners or the limited company.

17. The Promoter/Owner shall on written intimation from the Allottee/s, be liable to rectify any construction defect in respect of the said Apartment which are brought to the notice of the Promoter/Owner within Six months from the date of completion of construction of the said Apartment or from the date on which the Promoter/Owner calls upon the Allottee/s to take up the possession of the said Apartment, whichever is earlier. The Allottee/s shall permit the Promoter/Owner and their surveyors and agents, with or without workmen and others at all reasonable time to enter into and upon the said Apartment and the said Land and said Building/s thereon or any part thereof to view and examine the state and condition thereof. In case the defects are of irreparable nature then the Allottee/s shall be entitled to receive from the Promoter/Owner, reasonable compensation for such defect. The Promoter/Owner shall not be liable to carry out the repairs if the defect has occurred due to negligent acts or omissions of the Allottee/s. caused on account of willful neglect of the Promoter/Owner The word 'defect' hereinabove stated shall mean only the manufacturing defects himself and shall not mean defect caused by normal wear and tear, negligent use of the said Apartment by the Allottee/s, abnormal fluctuations in the temperatures, abnormal heavy rains, etc. Provided further that the Allottee/s shall not carry out any alterations of whatsoever nature in the said Apartment or in the fittings therein. In particular, it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection in the bathroom as this may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter/Owner, the said defect liability automatically shall become void and the Allottee/s alone shall be liable to rectify the defect at their own cost and consequences. Further, the Allottee/s shall be liable to pay damages, if any, to the Allottee/ Owner / user of the Apartment below.

18. The common facilities like lifts, generator, water pumps etc need frequent repairs and maintenance. It shall be the duty and responsibility of the board of managers/elected committee members of the Society or Condominium elected from time to time to maintain the aforesaid common amenities and facilities and ensure that no untoward incidence such as accident, loss of life, damage to the property takes place at the site during the tenure. The responsibility of such happenings shall be directly on the board of managers/elected committee members of the Society or Condominium as the case may be. If such incidence occurs Promoter/Owner will not be responsible for the cost and consequences.

19. The Allotee/s / Purchaser/s or himself/ herself/ themselves with intention to bring all persons into whatsoever hands the flat may come, both hereby covenant with the promoters as follows:

- a. To maintain the flat at purchaser own cost in a good tenantable and repair condition from the date of the possession of the flat is taken and shall not do or suffer to be done anything in or the building in which the flat is situated including staircase, or any passages which may be against the rules, regulations or bye-laws if concerned local or any other authority or change/ alter or make addition in or to the building in which the flat is situated and the flat itself or any part thereof.
- b. Not to store in flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the flat is situated or storing of goods which is objected by the PCMC or other authority and shall not carry or caused to be carried having packages whose upper floor may damage or likely to damage the staircase, common passage or any other structure of the building in which the flat is situated, and in case any damage is caused to the building in which the flat is situated or the flat on account of negligence or default of the purchaser in this behalf the purchaser shall be liable for the consequence of the breach.
- c. To carry his/ her/ their own cost all internal repairs to the said flat and share for outer maintenance and shall not do or suffer to be done anything in or to the building in which the flat is situated or the flat which may be altered against the rules and regulations and bye-laws of the concerned local authority or other public authority and in the events of the purchaser committing any act in contravention of the above provisions, the purchaser shall be responsible and liable for the consequence thereof to the concerned local authority and / or other public authority.
- d. Not to demolish or cause to be demolished the flats or any part thereof, not at any time make or cause to be made any

addition or alteration of whatever nature in or to the flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the flat is situated and shall keep the portion, sewers, drains, pipes in the flat and appurtenances thereto in good tenantable repairs and conditions and in particular so as to support, shelter and protect the other parts of the building in which the flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs, or R.C.C. pardis or other structural members in the flat without the prior written permission of the promoters and / or the Association of Apartment Owners or the limited company.

- e. Not to do or permit to be done any act or things which may render void or voidable any insurance of the said land and the building in which the flat is situated or any part thereof whereby any increase in premium shall become payable in respect of the insurance.
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from said flat in the compound or any portion of the said land or the building in which the flat is situated.
- g. Pay to the promoters within 7 days of the demand by the promoters his share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to the building in which the flat is situated.
- h. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and / or government and other public authority on account of change of the use of the flat by the purchaser.
- i. The Allotee/s / Purchaser/s shall not let, sublet, transfer, assign or part with his/ her/ their interest or benefit factor of this agreement or part with the possession of the flat until all the dues payable by the purchaser to the promoter under this agreement are fully paid up and only if the purchaser had not been guilty of breach or of non-observance of any of the terms and conditions of this agreement and until the purchaser has intimated in writing to the promoters and got permission from the promoters in writing to do so.
- j. The Allotee/s / Purchaser/s shall observe and perform all the rules and regulations which the Association of Apartment Owners or limited company may adopt at its inception and the addition, alteration or amendment thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the building rules and regulations and

bye-laws for the time being in force of the concerned local authority and of the government and other public bodies. The purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment Owners / limited company, regarding the occupations and use of the flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoing in accordance with the terms of this agreement.

- k. That the purchaser should not cover any part of open terrace or sit out, if any attached to the said flat.
- l. That the Allottee/s / Purchaser/s shall use the said Flat/Shop for Residence/Commercial purpose only and if he/she/they (the Allottee/s / Purchaser/s) desired to give the said flat on rental/ lease basis then also they shall follow the rules and regulation of the proposed society.
- m. Till the conveyance of building in which the flat is situated is executed, the purchaser shall permit the promoter and other surveyors and agents with or without the workmen or others, at all reasonable times to enter into and upon the said land and building or any part thereof to view and examine the state and condition thereof.
- n. As the Promoter will be applying to the concerned authorities for giving separate water connections for buildings and electricity meters and connections for the said Apartment of the Allottee, if there is delay in obtaining the water and electricity connections from the concerned department then in that case the Promoter may provide electrical connections / water supply /power supply/ generator supply through any other temporary arrangements because of which if there is any improper / in sufficient/ irregular supply of water / electricity the Promoter shall not be held responsible for the same and the Allottee hereby consents for any temporary arrangement that may be made in the said interim period. The Allottee shall pay for the proportionate charges as demanded, determined and decided by the promoter and service tax (as applicable) thereon. Until receipt of this amount from the Allottee, the Promoter shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Allottee for the above from the outgoings/maintenance charges for which the Allottee hereby gives his consent. The Promoter is entitled to demand charges for such temporary arrangement in advance, for 12 months, before giving possession of the said Apartment.
- o. The Promoter further specifically discloses that, in case of delay or rejection for new separate water connection or improper/insufficient water supply, the Promoter shall organize a survey at the said land from an expert

organization and shall construct bore wells, if possible, and install pumps and lay down a water pipeline up to the storage tanks provided and further from such storage tanks to each apartment/flat in the various buildings.

- p. The Promoter has specifically disclosed that despite the aforesaid efforts on the part of the Promoter, if the water supply at the said project is found insufficient, additional required water will have to be procured by the occupants/Purchaser/Allottee/s at their own cost, collectively through the Association or the Apex Body as the case may be and shall not take any objection regarding this matter and shall keep Local Authority/Sanctioning Authority/ Promoter indemnified at all times. The Allottee/s further agrees to bear the costs so incurred proportionate to the water consumed by them or as may be decided by the Association or Apex Body from time to time. The Promoter further discloses that, the Promoter will only create suitable infrastructure for treatment of this raw water, which will treat the water as per domestic and drinking consumption standards.
- q. Till a separate electric meter or a water meter is installed/allotted by the MSECDL and any other authority, the allottee herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her Apartment.

20. If the purchaser desires to resale the said flat, before or after possession, he should take written permission from the party of the first part i.e. Builder/promoter and in that case the Builder/ Promoters shall be entitled to charge a transfer fees to a minimum amount of Rs. 25,000/- (Rupees Twenty Fifty Thousand only) and after the formation of Apartment Condominium/ and execution of Deed of Declaration, he/ she shall take the permission from the Association of Apartment Owners.

21. Nothing containing in this agreement intended to be nor shall be constructed as a grant, demise or assignment in law of the said flat or the said plot of the land and building and expect in respect of the flat hereby agree to be sold to him and all open space parking space, lobbies, staircase, terrace, recreation, space etc., will remain the property of the promoters until the said land and building is transferred to the Association of Apartment Owners or company as hereinbefore mentioned.

22. Any delay tolerated or indulgence shown by the promoters in enforcing the terms of the agreement or any forbearance or giving of time to the purchaser herein by the promoters shall not be constructed as a waiver on the part of the promoters of any breach or noncompliance of any of the terms and conditions of this

agreement by the purchaser nor shall the same in any manner prejudice the rights of the promoters.

23. The original of this Agreement will be given to the flat purchaser. The flat purchaser shall present this agreement as well as any other deeds, documents etc., which are to be executed by the parties hereto in pursuance of these presents, at the proper registration office of registrar within the time limit prescribed by the registration act and the promoters will attend such office and admit the execution thereof. The Promoter shall not be responsible if the flat purchaser fails to register the agreement as mentioned above.

24. It is understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flat in the building, if any, shall belong exclusively to the respective purchaser of the terrace flat and such terrace space intended for the exclusive use of the respective terrace flat purchaser. The said terrace shall not be enclosed or covered by the flat purchaser.

25. The R.C.C. parking area at ground floor shall be used by the concerned Allotee/s / Purchaser/s who has been allotted the specific and marked spaces in it. Other purchaser who has not allotted the said parking shall not object /claim in any manner the right of the allotted parking spaces. That the allottee of R.C.C. parking areas shall not be enclosed in any manner and kept open by the respective owner/s.

26. If the Purchaser desires to cancel the Agreement which is registered in the office of the Sub-registrar by mutual and legal understanding between the parties then the payment which purchaser has paid to the Builder Promoter will be returned by cheques, after deducting Taxes paid to Government plus 10% of the consideration amount as an administration charges and the Deed of cancellation will be registered by both the parties in the office of the sub-registrar and cancellation charges and advocate fees will be borne by the Allotee/s / Purchaser/s.

27. That all taxes , GST, service tax and sales tax on works contracts and cesses and charges as may be payable and chargeable as per any prevalent laws as may be amended from time to time for transfer of flat shall be borne and paid by the purchasers alone and the builders and promoters shall not be liable to contribute the same.

28. It is also understood and agreed by the purchaser herein that the flat is single unit and the same is purchased by the purchaser considering the total amount/ consideration on the unit sale/ package deal only and that the area (carpet area) of the said flat shown in this agreement are mentioned only to determine the valuation of the said flat for the stamp duty/ Registration fees. The Allotee/s / Purchaser/s agrees having seen the said Flat as a unit.

29. The promoter has not undertaken any responsibility nor has it agreed anything with the flat Allotee/s / Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the owner/s other than the terms and conditions expressly provided under this agreement.

30. It is hereby made clear that the organization of all the flat purchaser/Unit holders for the said scheme shall be an Association of Apartment owners to be formed and registered under the provisions of the Maharashtra Apartment ownership Act, 1970 as the case may be as per the discretion of the promoter. To form an Association of each building separately or of all the buildings jointly in the land described in the first schedule hereunder given.

31. In the event of the condominium and/or Association of Apartment Owners and/or company being formed and registered before the sale and disposal of all the units in the building, all the power, authorities and rights of the unit purchasers herein shall be always subject to the promoters over all right to dispose of unsold units and all other rights thereto. It is specifically agreed between the parties hereto that for the unsold units the promoter or owner herein shall and will not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in the common expenses in respect of unsold premises.

32. The Flat purchaser hereby agrees that in the event of any amount by way of premium to the corporation or to the state and / or Central Govt. or betterment charges or development tax or service tax or educational cess or GST or any other tax or payment of a similar nature becoming payable by the promoter either before or after delivery of possession of the flat the same shall be paid by the flat purchaser to the promoter.

33. After the possession of the Flat/premises/building is handed over or after getting the completion certificate of the building by concerned local authority Pimpri Chinchwad Municipal Corporation, if any work thereafter is required to be carried out by the Government or corporation or any statutory authority. The same shall be carried out by the Flat Allotee/s / Purchaser/s in co-operation with the purchaser of the other flats in the said building at their own costs and the promoter shall not be in any manner be liable or responsible for the same.

34. The flat purchaser hereby gives his consent and has no objection for use of the remaining units wholly or in parts for office and / or any other commercial purpose as may be permitted by the promoter or local authority.

35. The Allotee/s / Purchaser/s shall be liable to pay the necessary deposits, charges, fees, cesses and the like amounts due to the Maharashtra State Electricity Board, required by the purchaser for his / her own use and the purchaser shall not be entitled to consume the energy from the common electric meter,

which the builders and promoters have fixed in the said building for the purpose of using the same during the period of construction activities carried out and completed by the builders and promoters, if any amounts are required to be paid for the additional transformer or for the like purpose for the facility and grant of connection by M.S.E.B. then the present purchaser shall bear and pay proportionately with the purchasers, and the builders and promoters shall not be liable and responsible for the same.

36. Amenities to be provided by the Builder & Promoter in the said project those are set out in Schedule "D" hereto.

37. It also understood and agreed by and between the parties hereto that the terrace space above the said building, to be constructed by the promoter shall not be a common area but shall belong exclusively to the promoter or to the purchaser of the flats to whom the same will be allotted by the promoter as per promoters discretion and the said terrace space is intended for the exclusive use of the promoter or the said flat purchasers, The said terrace shall not be enclosed by the said flat purchasers till the permission in writing is obtained from the concerned local authority and the promoter or the Association of Apartment Owners or the Association as the case may be. The said right of exclusive use shall be heritable and transferable along with the respective flat to which it belongs. The promoter or his assigns shall have a right to construct flats, etc. on the said terraces, (which is/are not allowed for exclusive use) towards utilization of FSI of road widening area. FSI of internal roads, TDR or any other FSI etc. That the Promoter is entitled to display of advertisement and hoarding sites in the said building and to deal and dispose of the said terrace as per his choice.

38. The promoter at its discretion shall be entitled to amalgamate the land described it, the First Schedule hereunder written with the adjoining property/land and to jointly carryout the scheme and in the said event from time to time change/prepare modify, revise, alter the layout, change the locations of the buildings and open spaces and internal roads and get them sanctioned from proper authorities and to do all such other acts as may be required by the promoter or legal provisions applicable therefore. The Flat purchaser has given the irrecoverable consent for the same and if required shall give consent in future immediately.

39. The promoter shall be entitle to use the present unutilized and/or additional built-up area F.S.I / T.D.R. in respect of the said property in any other property by floating the same and /or in the same property as and when the same is permitted either by way of construction of new building or extention of the building which are presently permitted. Likewise the promoter shall be entitled to use F.S.I pertaining to other property in this property as and when permitted by corporation/local authority. The flat purchaser has hereby given consent therefore and the promoter shall be entitled to revise the plans, get them sanctioned from PCMC, construct the

additional units permitted by corporation and to allot/sell them to various prospective person/s The flat purchaser shall have no objection for the said new allottees to be admitted as member of the Association of Apartment Owners/Association. The Association of Apartment Owners/Association shall get the new transferees admitted as its members. notwithstanding anything contained in this agreement to the contrary the promoter shall be entitled to utilise any balance and/or additional FSI/TDR as stated above on any open space and/or terraces above the building/s either prior to or after completion of building/s and even after conveyance of the property. The promoter shall also be entitled to transfer or assign the said right to any other person. The property shall be conveyed subject to the said right.

40. The flat purchaser hereby irrevocable consents, authorizes the promoter or his agents or persons appointed or Authorized by him to represent him/her/them, before the concerned authorities in all matters regarding formation and registration of Association of Apartment, M.S.E.B., property tax, assessment and re-assessment before the concerned authorities etc. and the decision taken by the promoter in this regard shall be binding on the flat purchaser. The promoter may till the execution of the final conveyance, as and when required, represent the purchaser to do all the necessary things/ acts in all the departments of PCMC, collectorate, Road, water, Building Tax assessment, Govt. and semi Government departments, MSEB officials etc., and the same shall stand ratified and confirmed by the purchaser herein.

41. All the Notices to be served to the party of the first part and or party of the second part as contemplated by this agreement shall be deemed to have been duly served, if sent to the flat purchaser by R.P.A.D , U.P.C., Text message and E-Mail at his/her specified address mentioned hereinabove .

42. That this agreement shall always be subject to the provisions of the Maharashtra Ownership Apartment Act. (Maharashtra Act No. XV of 1971) and the rules made thereunder and as amended from time to time.

SCHEDULE "A"
SCHEDULE OF THE PROPERTY

All that piece and parcel of the property bearing Survey No. 70, Hissa No. 2, area admeasuring 3586.09 sq.mtr, situated at **Village Rahatani - Kalewadi, Taluka Haveli, Dist - Pune** and within the local limits of Pimpri Chinchwad Municipal Corporation and in the Registration jurisdiction of Sub-Registrar Haveli I to XXVI, Pune and the said property is bounded as under:

On or towards East	:- By Remaining Part of S. No. 70/2.
On or towards West	:- By Property sold to M/S Shiv Associates
On or towards South	:- By S. No.69 having C.T.S No.4051
On or towards North	:- By S No.70/1 (C.T.S No.4051) having Scheme & Bhoomi Blessing & Kaka Residency.

SCHEDULE "B" (THE TENAMENT)

All that piece and parcel of Property bearing **Flat No. _____, in Bldg. _____ on _____ Floor, in Building** Known as **"DIVINE DAZZLE (B)"**. Having area admeasuring about _____ Sq. Mtrs. of carpet area + enclosed Balcony area admeasuring _____ Sq. Mtrs., and with exclusive right to use and occupy the adjoining same level terrace having area about _____ Sq. Mtrs therewith in the building constructed in the property described in the schedule hereinabove written.

SCHEDULE - "C"

AMENITIES:

- 1) Garden
- 2) Children Play Area
- 3) Elegantly designed entrance gate
- 4) Letter box & name plate
- 5) Paved/ concrete Internal roads
- 6) Lift in building
- 7) Generator backup for lift & common areas
- 8) Rain Water Harvesting
- 9) Fire Fighting system

SCHEDULE - "D"**SPECIFICATIONS:**

- 1) **RCC**- Earthquake resistant structure
- 2) **FLOORING**- 2' x 2' vitrified flooring in entire apartment, anti skid flooring for terraces and bathrooms.
- 3) **DOORS**- Wooden decorative laminated entrance door, internal wooden moulded doors.
- 4) **WINDOWS**- 3 Track aluminum powder coated windows with mosquito mesh & safety grills.
- 5) **BATHROOM**- Green marble door frame, hot & cold mixtures, wc, designer glazed dado tiles on walls, provision for boiler & exhaust fan.
- 6) **PLUMBING**- Concealed
- 7) **KITCHEN**- Granite kitchen platform, stainless steel sink, provision for exhaust fan.
- 8) **ELECTRICAL** – Concealed copper wiring, modular switches miniature circuit breakers.
- 9) **PAINTING**- Oil bond distemper for internal paint & semi-acrylic paint for external finish.
- 10) **MISCELLANEOUS** – AC point provisions for master bedroom, TV & telephone points in living & master bedroom.

DECLARATION

The Allotee/s / Purchaser/s declare/s that he/she/they has/have read the agreement/ got translated the same and fully understood the contents of the agreements and thereafter same have been executed by all the parties and purchasers has/have received the stamped copy of this agreement.

Allotee/s /
Purchaser/s

All that piece and parcel of Property bearing **Flat No.**_____,
in Bldg. _____ **on** _____ **Floor,** in **Building** Known as “**DIVINE
DAZZLE (B)**”. Having area admeasuring about _____ Sq. Mtrs.
of carpet area + enclosed Balcony area admeasuring _____ Sq.
Mtrs., and with exclusive right to use and occupy the adjoining
same level terrace having area about _____ Sq. Mtrs
therewith in the building constructed in the property described in
the schedule hereinabove written.

IN WITNESS WHEREOF the parties hereto have set and
subscribed their respective hands and signed hereunder on the
day, month, and year hereinabove first mentioned.

**M/S. V Properties, THROUGH
Miss. Usha Fabwani being Partner.
VENDOR**

MR. _____
PURCHASER

WITNESSES:

1. Sign:

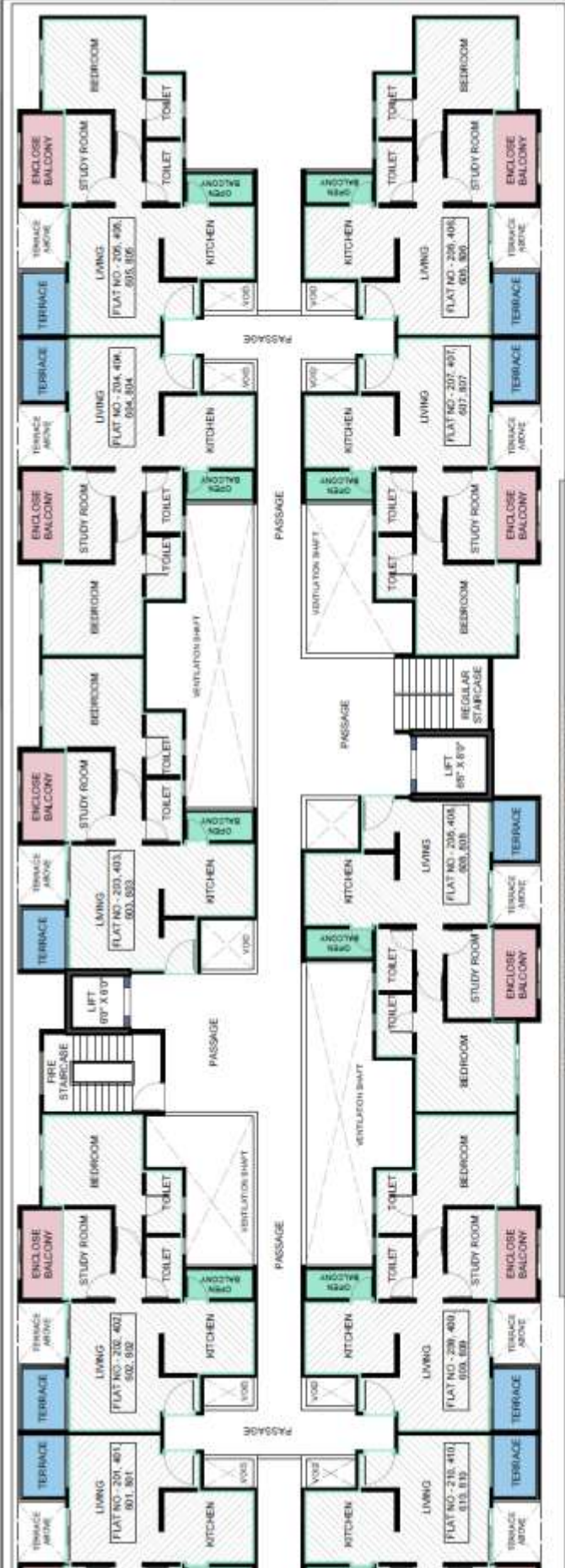
Name:

Add:
2. Sign:

Name:

Add:

Annexure “A”
Floor Plan



2ND, 4TH, 6TH, 8TH FLOOR SALEABLE AREA STATEMENT									
SR. NO	FLAT NO.	FLOOR	TYPE	CARPET AREA (SQ.M.)	TERRACE (SQ.M.)	TERRACE (B) (SQ.M.)	ENCL. BAL. (SQ.M.)	OPEN BAL. (SQ.M.)	TOTAL CARPET (SQ.FT.)
01	201.401.001.001	EVEN	2-BHK	46.35	520.44	3.18	34.34	4.42	47.58
02	202.402.002.002	EVEN	2-BHK	46.35	522.59	3.18	34.34	4.27	45.99
03	203.403.003.003	EVEN	2-BHK	46.47	521.73	3.11	33.48	4.27	48.19
04	204.404.004.004	EVEN	2-BHK	46.35	522.59	3.18	34.34	4.27	45.99
05	205.405.005.005	EVEN	2-BHK	46.35	520.44	3.18	34.34	4.42	47.58
06	206.406.006.006	EVEN	2-BHK	46.35	520.44	3.18	34.34	4.42	47.58
07	207.407.007.007	EVEN	2-BHK	46.35	522.59	3.18	34.34	4.27	45.99
08	208.408.008.008	EVEN	2-BHK	46.47	521.73	3.11	33.48	4.27	48.19
09	209.409.009.009	EVEN	2-BHK	46.35	522.59	3.18	34.34	4.27	45.99
10	210.410.010.010	EVEN	2-BHK	46.35	520.44	3.18	34.34	4.42	47.58

2ND, 4TH, 6TH, 8TH FLOOR PLAN

Annexure "B"



पिंपरी चिंचवड महानगरपालिका, पिंपरी ४११ ०१८.

(याहूतील पत्र व्यवहाराला खालील क्रमांक व दिनांक यांचा उल्लेख करावा.)

(जोगेच्या वा इमारतीच्या कायदेशीर पालकी हक्काचे संदर्भ लक्षात न घेता अर्जदारास हे संमतीपत्र देण्यात येत आहे.)
(कमिशनर सर्टिफिकेट)

बांधकाम चालू करणेकरिता दाखला

सदर बांधकाम चालू करण्याचा दाखला आणि बांधकामाचे संमतीपत्र महाराष्ट्र प्रादेशिक व नगररचना अधिनियम, १९६६ ची कलम ४५ यातील तरतुदीप्रमाणे आणि महाराष्ट्र महानगरपालिका अधिनियम २०१२ ची कलमे (सेक्शन) २५३ व २५४ यातील तरतुदीप्रमाणे खालील अटीवर देण्यात येत आहे.

टो क्र. १०२३१७१९०००१२०२

पिंपरी चिंचवड महानगरपालिका, पिंपरी - १८.

क्रमांक - बी. पी. / २४१८० / १५६ / २०१८

दिनांक : ०८ / ०६ / २०१८.

श्री / श्रीमती / मे. ए. प्रोपर्टीज नर्से श्रीम. कांचन अदेश नुमानी व
इतर - २द्वारा : ला. आ. / ला. स. श्री. मे. पाटील ब्रह्म बुगडे वसोफ्लॉट नं. PAP-5, D-3 ब्लॉक, कालभौवनगर, चिंचवड-१८ यांना
पिंपरी चिंचवड महानगरपालिका यांजकडूनमहाराष्ट्र प्रादेशिक व नगररचना अधिनियम, १९६६ चे कलम ४५ आणि महाराष्ट्र महानगरपालिका अधिनियम कलमे (सेक्शन) २५३ व २५४ अन्वये पिंपरी-चिंचवड महानगरपालिकेच्या सीमेतील मोजे - २४१८०येथील सर्व्हे नं. ७०८/२ सिटी सर्व्हे नं. ३०५६फ्लॉट नं. २ मधील बांधकाम करण्यासाठी तुम्ही महानगरपालिकेला अर्ज दाखल केला तो दिनांक ०७ / ०५ / २०१८रोजी ग्राम झाला. बावळून बांधकाम करण्यास खाली नमूद अटीवर व जादा अट क्र. २३ नुसार तुम्हास संमतीपत्र देण्यात येत आहे.

- १) सोबतच्या मंजूर नकाशात दाखविल्याप्रमाणे प्रत्यक्ष जोगेवर बांधकाम करणे बंधनकारक आहे.
- २) जोत्यापर्यंत काम आल्यानंतर नगर नगररचना व विकास विभागाकडून सेटबॅक तपासून घ्यावेत. त्याशिवाय जोत्यावरील काम सुरु करू नये.
- ३) सोबतच्या नकाशावर नमूद करण्यात आलेल्या अटीवर हे संमतीपत्र देण्यात येत आहे.
- ४) ज्या भूखंडावर नवीन इमारत बांधकाम करण्यात आले आहे. त्या इमारतीचा भोगवटा दाखला मागण्यापूर्वी विकसकाने इमारतीसमोर कंपाउंड वॉलच्या आत व बाहेर झाडे लावून ती व्यवस्थित वाढविण्याच्या दृष्टीने योग्य ती व्यवस्था करावी त्या शिवाय भोगवटा दाखला मिळणार नाही. रस्त्यावरील झाडांना जरूर ते संरक्षण कुंपण विकसकाने करावयाचे आहे तसेच महानगरपालिकेच्या प्रचलित नियमानुसार योग्य ती अनामत रक्कम कोपागारात भरणे बंधनकारक आहे.
- ५) इमारतीचा भोगवटा दाखला देताना रस्त्यावरील व आतील बाजूस टाकण्यात आलेले इमारतीचा राडारोडा उचलून जागा साफ केल्याशिवाय अर्जाचा विचार केला जाणार नाही.
- ६) नवीन बांधकाम सुरु करताना संबंधित जोगेमध्ये झाडे असल्यास ती ट्री ऑबॉरिटीची पूर्वपरवानगी घेतल्याशिवाय तोडू नयेत अन्यथा कायदेशीर कारवाई करण्यात येते, याची नोंद घ्यावी.
- ७) आपण संबंधित बांधकाम हे महाराष्ट्र महानगरपालिका अधिनियम २०१२ व महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ मधील तरतुदीचा भंग करून सक्षम अधिकाऱ्याची पूर्व परवानगी न घेता सुरु केल्याबद्दल / तसेच इकडील मंजूर नकाशाप्रमाणे बांधकाम न करता त्यात बदल व फेरफार करून या बांधकामाचे सुधारित नकाशास पूर्व परवानगी न घेता बांधकाम केल्याबद्दल, इमारतीचे भोगवटा पत्रक न घेता भोगवटा केल्याबद्दल, आपणाविरुद्ध नियमानुसार दंडात्मक कार्यवाही करण्याचा म.न.पा. चा हक्क राखून ठेवला आहे.
- ८) बांधकाम साहित्य अथवा जुन्या बांधकामाचा निघालेला राडारोडा सार्वजनिक रस्त्यावर मनपा चे परवानगी शिवाय ठेवता येणार नाही जर हे साहित्य सार्वजनिक जोगेवर ठेवल्याचे आढळल्यास त्यासाठी सुधारित विकास नियंत्रण नियमावलीतील तरतुदीनुसार निवासी वापरासाठी रु. २५/- वाणिज्य वापरासाठी रु. ५०/- प्रति चौ.मी. प्रमाणे प्रति सप्ताहमाठी दंड आकारण्यात येईल.
- ९) पाणी पुरवठा, जलनिःसारण, उद्यान, अग्निशामक इत्यादी आवश्यक विभागाचे ना हरकत दाखले इकडे सादर करावेत.
- १०) इमारतीच्या तळमजल्यावर गाळेधारकाच्या नावे दर्शविलेली टपालपेटी सुयोग्य ठिकाणी बसविणे बंधनकारक राहील.
- ११) विकास आराखड्यातील रस्ता रुंदीने बांधीत क्षेत्र नियमानुसार महानगरपालिकेच्या ताब्यात देणे बंधनकारक आहे.
- १२) इमारतीच्या सलोक कॉन्क्रीट (आर.सी.सी.) कामाच्या सर्व बाजूंकरिता आधार व आकारासाठी लाकडांचा वापर करू नये त्यासाठी लोखंडी आधारचा वापर करणे बंधनकारक राहील.

अट क्र. ३१ सदरची बांधकाम परवानगी/सुधारित बांधकाम परवानगी ही संबंधित विकसकाने रियल इस्टेट रेग्युलेशन अँड डेव्हलपमेंट अँक्ट २०१८ (RERA) अंतर्गत विहित मुदतीत नोंदणी करणे बंधनकारक राहिल, या अटीवर देण्यात येत आहे.

- १३) इंडियन सोसायटी ऑफ स्ट्रक्चरल इंजिनिअर्स, पुणे ३०. या संस्थेकडील मान्यताप्राप्त स्ट्रक्चरल इंजिनिअर्सची इमारतीच्या कामासाठी नेमणूक करण्यात यावी तसेच सदरचे काम स्वीकारल्याबाबतचे स्ट्रक्चरल इंजिनिअर्स यांचे पत्र या विभागाकडे सादर करणे आवश्यक आहे. सदरचे पत्र सादर केल्याशिवाय इमारतीच्या बांधकामास सुरुवात करू नये.
- १४) भुखंडाच्या संबंधित सहामाही अखेरचा कर भरल्याचा करसंकलन विभाग मनपा यांचेकडील दाखला / पावती सादर केल्याशिवाय बांधकाम चालू करू नये.
- १५) मंजूर रेखांकनातील खुली जागा विकास नियंत्रण नियमावलीप्रमाणे नियम क्र. ११.३.१.५ नुसार तरतुदीचे अधिन विकसीत करणे बंधनकारक आहे त्याशिवाय भाग अथवा संपूर्ण भोगवटा दाखला दिला जाणार नाही.
- १६) विकास आराखड्यातील रस्ता रुंदीने बाधित क्षेत्र नियमानुसार महापालिकेच्या ताब्यात देणे बंधनकारक आहे. रस्ता रुंदीने बाधित क्षेत्र म.न.पा. चे नावे लावून तसा ७/१२ चा उतारा / सुधारित मालमत्तापत्रक व मोजणी नकाशा, भाग अथवा पूर्ण भोगवटापत्रक घेणेपूर्वी या कार्यालयाकडे सादर करणे आवश्यक आहे. तसेच सदरहू रस्तारुंदीने बाधित क्षेत्राचा विकास मनपाच्या विनिर्देशाप्रमाणे विकसक यांनी स्वतः करणे आवश्यक आहे अथवा मनपाच्या त्यावेळेच्या प्रचलित दराने विकास खर्च भरणे आवश्यक आहे.
- १७) प्रस्तुत प्रकरणातील जागेचा मोजणी नकाशा बहिवाटीनुसार असून हद्दीबाबत वाद निर्माण झालेस त्यास म.न.पा. जबाबदार राहणार नाही. नगरभुमापन कार्यालयाकडील सुधारित मोजणी नकाशा / मालमत्ता पत्रक सादर केल्याशिवाय बांधकामास भोगवटा दाखला देण्यात येणार नाही.
- १८) प्रस्तुत प्रकरणातील भुखंडाचे एकत्रिकरण नगर भूमापन कार्यालयाकडून घेऊन, त्याप्रमाणे सुधारित मालमत्तापत्रक व मोजणी नकाशा भोगवटापत्रक घेण्यापूर्वी या विभागाला सादर करणे आवश्यक आहे.
- १९) ३०० चौ. मी. वरील क्षेत्राचे भूखंडावरील इमारतीसाठी (दाट वस्ती क्षेत्र वगळून) जेन वॉटर हार्वेस्टिंग व्यवस्था करणे बंधनकारक आहे.
- २०) भूखंडालगतचे पोहोच रस्ता व आसपासचे क्षेत्रातील पाण्याचा निचरा होणे सार्वजनिक आरोग्याचे दृष्टीने आवश्यक आहे. त्यासाठी विकास नियंत्रण नियमावलीतील नियम क्र. १.१ नुसार योग्य ती उपाययोजना करण्याची सर्वस्वी जबाबदारी विकसक / अर्जदार यांचेवर राहिल. याबाबत संबंधित गाळेधारक रहिवासी यांची कोणत्याही प्रकारे तक्रार / हरकत निर्माण झाल्यास त्यांचे संपूर्णतः निराकरण करण्याची जबाबदारी विकसक / अर्जदार यांचेवर राहिल. त्याची मनपास कोणत्याही प्रकारे तोषीस लागू देणार नाही. या अटीवर सदरहू बांधकाम चालू करण्याचे संमतीपत्र मंजूर करण्यात येत आहे.
- २१) साईटवरील सर्व बांधकाम मजुरांसाठी स्वच्छ पिण्याचे पाणी व स्वच्छतागृहांची सोय उपलब्ध करणे विकसकावर बंधनकारक आहे.
- २२) इमारतीमध्ये पुरविण्यात आलेल्या पार्किंगचे क्षेत्र गाळेधारकांसाठी विनामोबदला उपलब्ध करून देणे विकसकावर बंधनकारक राहिल. याबाबत कोणतीही तक्रार आल्यास त्याचे निराकरण करण्याची जबाबदारी विकसकाची राहिल.
- २३) मा. उपविभागीय अधिकारी / तहसिलदार यांचेकडून वर्ग १ साठी जमिनीची विनिश्चिती दाखला तसेच वर्ग २ साठी आवश्यक तो ना हरकत दाखला महानगरपालिकेस सादर केल्याशिवाय बांधकाम परवानगी देणेत येऊ नये.
- २४) म्हाडास द्यावयाच्या सदनिका, पूर्णत्वानंतर प्लांडाकडे हस्तांतरीत झाल्यावरच उर्वरित इमारतींना भाग / संपूर्ण भोगवटा दाखला देण्यात येईल.
- २५) भूखंडावरील एकूण बांधकाम क्षेत्र (F.S.I.+NON F.S.I) ५,००० चौ.मी. पेक्षा जास्त होत असल्यास पर्यावरण विभागाचा ना हरकत दाखला सादर केल्याशिवाय बांधकामास सुरुवात करू नये.
- २६) यु.एल.सी. बाबत विकसक यांनी सादर केलेले हमीपत्रास अधिन राहून बांधकाम परवानगी देणेत येत आहे.
- २७) सर्व बांधकाम व्यवसायिक / विकसक / जागा मालक यांनी इमारत व इतर बांधकाम कामगार (रोजगार विनियमन व सेवा शर्ती) अधिनियम १९९६ व कंत्राटी कामगार (नियम आणि निर्मुलन) अधिनियम १९७० अनुषंगाने सर्व कामगारांना आरोग्य सुरक्षितता व त्यांचे कल्याण (Welfare) विषयक कायद्यातील तरतुदींची पूर्तता करून घेणे बंधनकारक आहे.
- २८) बांधकाम/व्यवसायिक/विकसक जागा मालक यांनी बांधकामावर काम करणाऱ्या कामगार (Insurance) वर्गाचा विमा काढणे बंधनकारक असून त्या बाबतची कागदपत्रे सादर केल्याशिवाय जोते तपासणी दाखला देणेत येणार नाही.
- २९) मा. जिल्हाधिकारी, पुणे यांची खनिकर्ण शाखा द्वारे निर्गमित केलेल्या परिपत्रक क्र. खनिकर्म/कावि/८७७/२०१६ दि.३१/०३/२०१६ नुसार विकसकाने बांधकामासाठी लागणारे गीण खनिज हे अधिकृतरीत्या जाहिर केलेल्या व परवानगी दिलेल्या दगड, खडी, मुरूम, माती, वाळू, परवानाधारक यांचेकडून खरेदी करणे बंधनकारक राहिल.
- ३०) भूखंडातील बांधकामाचे क्षेत्र (Construction area) ५००० चौ.मी. पेक्षा जास्त असल्यास Ministry of Environment, Forest and Climate Change यांचेकडील दि.९ डिसेंबर २०१६ चे Notification मधील अटी व शर्तीचे पालन करणे बंधनकारक राहिल.

सह/कार्यकारी अभियंता

पिंपरी चिंचवड महानगरपालिका

सह शहर अभियंता

पिंपरी चिंचवड महानगरपालिका

- प्रत माहितीसाठी : १) सहा. मंडलाधिकारी, पिंपरी-चिंचवड महानगरपालिका, मनपा / पिंपरी वाघेरे / पिंपरीनगर / चिंचवड / भोसरी / कासारवाडी / आकुर्ड / निगडी प्रधिकरण / सांगवी / पिंपळे गुाव / पिंपळे निलख / पिंपळे सोदागर / वाकड / रावेत / रहाटणी / येरगाव.
- २) करसंकलन विभाग, मुख्य कार्यालय
- ३) मा. मुख्याधिकारी, पुणे गृहनिर्माण व क्षेत्रविकास महामंडळ, आगरकर नगर, पुणे ४११ ००१. (MHADA)
- ४) मा. उपसंचालक, नगररचना व विकास विभाग, पि.वि.मनपा, पिंपरी-१८

Annexure "C"

अपर तहसिलदार पिंपरी चिंचवड ता.हवेली जि.पुणे
पिंपरी चिंचवड नवनगर विकास प्राधिकरण कार्यालयाची नविन प्रशासकिय इमारत आकुडी पुणे ४४

क्र.जमीन/एनए/एसआर/२४५/२०१८
दिनांक २०/०६/२०१८

प्रति,

मे.व्हि.प्रॉपर्टीज तर्फे भागीदार श्रीमती कांचन सुरेश जुमानी
व इतर २ रा. सं.नं. २२७/२, मारुती कॉम्प्लेक्स अशोक
सिनेमा गृहाजवळ, पिंपरीगांव पुणे ४११०१७

विषय :- अंतिम विकास योजना क्षेत्रांत समाविष्ट केलेल्या जमीनीसाठी जमीन वापरातील
रुपांतरीत तरतूद कलम ४२ ब अन्वये जमीनीच्या दर्शविलेल्या भू.वापरानुसार
जमीन वापराच्या रुपांतरण करणेबाबत
मोजे रहाटणी ता.हवेली येथील जमीन सं.नं. ७०/२ पै मधील ३५८६.०० चौ.मी
क्षेत्रांस निवासी प्रयोजनार्थ

महाशय

आपण मोजे रहाटणी ता.हवेली येथील पिंपरी चिंचवड महानगर पालिकेच्या अंतिम विकास योजनेमध्ये निवासी
झोन समाविष्ट सं.नं. ७०/२ पै मधील ३५८६.०० चौ.मी क्षेत्रांस निवासी प्रयोजनार्थ महाराष्ट्र जमीन महसूल अधिनियम
१९६६ अध्यादेश २०१७ चे कलम ४२ब अन्वये जमीनीचे वापराचे रुपांतरण करून मिळणेकरीता या कार्यालयांकडे
पिंपरी चिंचवड महानगर पालिकेकडे केलेला अर्ज त्यांनी या कार्यालयांकडे क्र.बीपी/एन.ए./रहाटणी/२०/४८४/२०१८,
दि. १५/०६/२०१८ अन्वये अर्ज दाखल केलेला आहे.

त्यानुसार कळविणेत येते कि, अकृषिक आकाराची वसुलपात्र रक्कम खालिलप्रमाणे येत असून सदर रक्कम
GRAS प्रणालीद्वारे शासकिय कोषागारांत भरणेत यावी व चलन भरलेची पावती कार्यालयांस सादर करावी. त्यानंतर
सनद मिळणेकामी या कार्यालयांकडे अर्ज सादर करावा.

अ.क्र.	प्रयोजन	निवासी
१.	बिनशेती आकारणी क्षेत्र चौ.मी मध्ये	३५८६.००
२.	बिनशेती आकारणीचा दर (प्रति चौ.मी.)	०.२६४
३.	बिनशेती करावयाच्या क्षेत्रावरील वार्षिक आकारणी	९४९.००
४.	रुपांतरीत कराची रक्कम	४७४५.००
५.	अनाधिकृत अकृषिक वापराबाबत ४० पट दंड	०.००
६.	वसूल करावयाची एकूण रक्कम रुपये	५६९४.००

अपर तहसिलदार, पिंपरी चिंचवड
ता.हवेली जि.पुणे

प्रत :- मा.कार्यकारी अभियंता, बांधकाम परवानगी व अनधिकृत बांधकाम नियंत्रण विभाग
पिंपरी चिंचवड महानगर पालिका पिंपरी पुणे ४११०१८



PROPERTIES

S no. 225/3A,
Near Dharma Apartments,
Pimpri, Pune 411017

Dated: __/__/__

ALLOTMENT LETTER

Dear Sir/Madam,

This is to confirm that we have allotted Flat No._____, On _____ Floor in the Building called "DIVINE DAZZEL-B" Situated at Survey No. 70/2, Tapkir Nagar, Near Baby's English Medium School, Rahatani, Pune-411017. to MR./MRS. _____

_____ for the total Consideration of Rs._____/ - (Rupees _____ Only). Vide Agreement Dated. _____ which is registered in sub-register Haveli No. _____, bearing registered No. _____.

This is further declared that Mr./Mrs. _____ has/have paid amount of Rs. _____/- (Rupees _____) by Cheque No. _____, Dated __/__/__, Drawn on _____ the rest of the payment should be paid according to the Terms & Conditions of Agreement to Sale.

Thanking You,

Yours Faithfully

M/s V. Properties