### BLUE ROOF SERA"

# MAHA RERA Registration No. P52100024232

### **AGREEMENT**

**THIS AGREEMENT** is made and executed at Pune on this  $18^{th}$  day of March Two Thousand and Twenty One.

### BEIWEEN

M/s Rainbow Construction, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having its office at: Mont Vert Marc, S. No. 129/2, Pashan, Sus Road, Pune 411021, PAN No. AAMFR5707R, through the hands of any two of its Partners (1) Mr. Kiran Ranjit Nimhan Age: adult, Occupation: Business, PAN No. ADSPN2831K, UID No. 972702642846 and /or (2) Mr. Jayant Vallabhdas Kaneria, Age: adult, Occupation: Business, PAN No. ABXPK0683R and/or (3) Mr. Ranjit Buwaji Nimhan Age: adult, Occupation: Business, PAN No. ACHPN2721Q and/or (4) Mr. Kanjibhai Devjibhai Patel, Age: adult, Occupation: Business, PAN No. AEZPP7643H and/or (5) Mr. Nishant Kanjibhai Patel, Age: adult, Occupation: Business, PAN No. AOCPP5202R all having their address at: Mont Vert Marc, S. No. 129/2, Pashan, Sus Road, Pune 411021; Hereinafter called "the PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof mean and include the said partnership firm and its presents and future partners and their respective heirs, executors, successors, administrators and assigns)

. . . . OF THE FIRST PART

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Here in after referred to or called as "THE PURCHASER'S" (which expression unless repugnant to the context or meaning thereof shall mean and include the Purchaser's alone and shall include his/her/their heirs, executors, administrators and successors so far as the obligations on the part of the

Promoters are concerned and Purchaser's shall not be entitled to assign or transfer his/her/their rights, title and interest under this agreement)

.... OF THE SEC OND PART

#### WHEREAS

- The Promoters here in are the owners of and are well and sufficiently (A) entitled to develop all those pieces or parcels of land collectively admeasuring 3800 square metres bearing (i) Survey No. 50/1/Plot/No./1 admeasuring 452.37 square metres assessed at Rs. 46=00 paise, (ii) Survey No. 50/1/Plot/No./2 admeasuring 185.05 square metres assessed at Rs. 18=50 paise, (iii) Survey No. 50/1/Plot/No./3 admeasuring 187.13 square metres assessed at Rs. 19=00 paise, (iv) Survey No. 50/1/Plot/No./4 admeasuring 198.30 square metres assessed at Rs. 19=90 paise, (v) Survey No. 50/1/Plot/No./5 admeasuring 196.19 square metres assessed at Rs. 19=70paise, (vi) Survey No. 50/1/Plot/No./6 admeasuring 187.13 square metres assessed at Rs. 19=00 paise, (vii) Survey No. 50/1/Plot/No./7 admeasuring 187.05 square metres assessed at Rs. 18=70 paise, (viii) Survey No. 50/1/Plot/No./8 admeasuring 452.20 square metres assessed at Rs. 46=00 paise, (ix) Survey No. 50/1/Plot/No./9 admeasuring 746.50 square metres assessed at Rs. 75=00 paise and (x) Survey No. 50/1/Plot/No./10 admeasuring 658.01 square metres assessed at Rs. 69=00 paise (being carved out of Survey No. 50/1 admeasuring 3800 square metres) situate at village Sus, Taluka Mulshi, District Pune within the Gram Panchayat Sus, Taluka Panchayat Samiti Mulshi and Zilla Parishad Pune and within the jurisdiction of the Sub Registrar Haveli No. 1 to 27, Pune and hereinafter collectively referred to as "the said land" more particularly described in the First Schedule hereunder written and delineated in red colour boundary line on the plan annexed hereto and marked as Annexure "1".
- (B) The title and the rights of the Promoters to the said Land is enumerated here under:-
- (a) The land bearing Survey No. 50/1 was purchased by Shri. Shravan Tukaram Maharvide Sale Deed dated 28/08/1928, accordingly his name was mutated in the revenue records vide mutation entry no. 257.
- (b) Pursuant to the Phalini, the said Survey No. 50/1 admeasuring 38 Gunthas was mutated in the name of Shri. Shravan Tukaram Mahar vide mutation entry no. 343.

- (c) The said Shri. Shravan Tukaram Mahar expired in the year 1945 leaving behind him his three sons and out of which Shri. Nathu Shravan Mahar being Karta of HUF was mutated in the revenue records vide mutation entry no. 706.
- (d) By a Sale Deed dated 26/1/1946, the said Shri. Natu Shravan Mahar sold and transferred the said Survey No.50/1 in favour of Shri. Sakharam Tukaram Adhav, and pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no.714.
- (e) By executing a Sale Deed dated 26/3/1968, the said Shri. Sakharam Tukaram Adhav sold and transferred the said Survey No 50/1 in favour of Shri. Dhondiba Rangu Chandhere and Shri. Mahadu Rangu Chandhere and pursuant thereto the names of the said purchasers were mutated in the revenue records vide mutation entry no. 1565.
- (f) The said Shri. Dhondiba Rangu Chandhere filed an application with the revenue authorities requesting them to delete his name from the revenue records including Survey No. 501/ and to record name of his daughter namely Mrs. Navabai Murlidhar Bhunde. Pursuant thereto the name of Shri. Dhondiba Rangu Chandhere was deleted and name of his daughter was mutated in the revenue records vide mutation entry no. 2356.
- By a Sale Deed dated 17/02/1990 registered with the office of the Joint District Registrar, Pune at serial no. 297/1990, the said Smt. Navabai Murlidhar Bhunde through her power of atto mey holder Shri. Subhash Dattu Chandhere sold and transferred her share in Survey No. 50/1 i.e. are a admeasuring 19 Ares in favour of Shri. Baburao Dattatray Chandhere. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 2683.
- (h) By a Sale Deed dated 11/12/1990 the said Shri. Mahadu Rangu Chandhere sold and transferred his 1/2 share i.e. area admeasuring 19 Are in Survey No. 50/1 in favour of Shri. Subhash Dattatray Chandhere. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 2751.
- (i) By a Sale Deed dated 5/7/1991 the said Shri. Subhash Dattatray Chandhere and Shri. Baburao Duttatray Chandhere sold and transferred their respective holding out of Survey No. 50/1 in favour of Shri. Narendra Rikabchand Sanghavi with the consent of Shri. Dhondiba Rangu Chandhere, Sou. Vanabai Dhondiba Chandhere, Shri. Mahadu Rangu Chandhere, Sou.

Parvatibai Mahadu Chandhere, Shri. Dnyane shwar Mahadu Chandhere and Shri. Rame sh Mahadu Chandhere. Pursuant there to the name of the said purchaser was mutated in the revenue records vide mutation entry no.. 2890.

- (j) The Collector, Pune vide Order bearing No. PRA/NASR/20/2002 dated 2/1/2003 has permitted the Non Agricultural use of the said Land on terms and conditions mentioned therein.
- (k) Layout plan in respect of the said Land was sanctioned by the Additional Collector Pune under No. PNA/NA/SR/58/2003 dated 10/10/2003, and pursuant thereto the said Survey No. 50/1 was subdivided and the same came to be numbered in the following manner in the revenue records and separate 7/12 extracts came to be recorded vide mutation entry nos. 5158 and 10006 viz:-

Plot No.	Are a	Surve y No.
1	452.37 square metres	Surve y No . 50/1/ Plot no .1
2	185.05 square metres	Surve y No . 50/1/ Plot No .2
3	187.13 square metres	Survey No. 50/1/ Plot No. 3
4	198.30 square metres	Surve y No . 50/1/ Plot No . 4
5	196.19 square metres	Survey No. 50/1/ Plot No. 5
6	187.13 square metres	Survey No. 50/1/ Plot No. 6
7	187.05 square metres	Surve y No . 50/1/ Plot No . 7
8	452.20 square metres	Surve y No. 50/1/ Plot No. 8
Are a under	746.50 square metres	Surve y No . 50/1/ Plot No . 9
Internal Road		admeasuring 746.50 Sq. Meters
Area under	266.71 square metres	Surve y No . 50/1/ Plot No . 10
Road widening		admeasuring 685.01 Sq. Meters
Area under	418.30 square metres	
Service Road		

- (l) By a Sale Deed dated 19/10/2004 registered in the office of the Sub Registrar, Mulshi at serial no. 5887/2004, Sanghavi Properties a Proprietary firm of Shri. Narendra Rikabchand Sanghavi has sold and transferred Plot No. 5 admeasuring 196.19 square metres in favour of Ms. Alpana Milind Samant. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 5146.
- (m) By a Sale Deed dated 19/10/2004 registered in the office of Sub Registrar, Mulshi at serial no. 5886/2004, Sanghavi Properties a Proprietary Firm of Shri. Narendra Rikabchand Sanghavi sold and transferred Plot No. 6 admeasuring 187.13 square metres in favour of Ms. Alpana Milind Samant and

Mr. Milind Sadanand Samant. Pursuant there to the names of the said purchasers were mutated in the revenue records vide mutation entry no. 5145.

(n) The said Shri. Narendra Sanghavi got revised layout plans and building plans in respect of Plot Nos. 1 to 4 and 7 to 8 prepared and got the same approved from the District Collector, Pune under order bearing No. PMA/NA/SR/392/201 dated 8-04-2011, as per the said plans said plots came to be amalgamated and sub-divided and building plans for such sub-divided plots came to be sanctioned. As per the revised layout plan said plots came to be divided in the following manner, without changing location and area of Plot No. 5 and 6 viz.:-

Sr. No.	Plot No.	Are a in Sq. Me ters
1	A	98.61
2	В	97.69
3	C	97.69
4	D	98.61
5	Е	98.61
6	F	97.69
7	G	97.69
8	Н	98.61
9	I	96.36
10	J	95.46
11	K	95.46
12	L	96.36
13	Open Space No. 1	164.12
14	Open Space No. 2	164.39
15	5	196.19
16	6	187.13
17	Garden area 1 and 2	125.91
18	Area undermad widening	266.72
19	Are a under service road	418.30
20	Are a under internal road and	783.41
	pathway	

The effect of the said layout has not been mutated in the revenue records.

(o) By a Sale Deed dated 27/4/2019 registered with the office of Sub Registrar Haveli No. 15 at serial no. 15622/2019, M/s Rainbow Construction represented through its authorised partner Shri. Kiran Ranjit Nimhan purchased lands bearing Plot Nos. 1 to 4 and 8 and 9 (area marked for roads) and 10

(area marked for roads) and remaining area admeasuring 3.25 Ares out of Survey No. 50/1 from Shri. Narendra Rikabchand Sanghavi. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 10326.

- Registrar Haveli No. 15 at serial no. 15618/2019, M/s Rainbow Construction represented by its authorised partner Shri. Kiran Ranjit Nimhan purchased land bearing Plot No. 5 admeasuring 196.16 square metres from Ms. Alpana Milind Samant and Plot No. 6 admeasuring 187.13 square metres together with RCC construction admeasuring 152.90 square metres (built up) and Parking area admeasuring 76.45 square metres from Ms. Alpana Milind Samant and Mr. Milind Sadanand Samant. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 10325.
- (C) In the aforesaid circumstances the Promoters are the owners of and otherwise well and sufficiently seized and possessed of and entitled to the said Land more particularly described in the First Schedule hereunder written and that the Promoters are entitled to develop the same.
- (D) The Promoters here in have appointed A-Design Studio Architects, having office at  $4^{th}$  floor, Patil Plaza, Khilare Road, Erandwane, Pune 411004 as its Architects and Mr. Jitendra R. Chaudhari, Pune as its Structural Engineer for the preparation of the drawings and structural design of the building which is under construction on the said Land and have agreed to accept their professional services and supervision. The Promoters here in have reserved their right to change the aforesaid Architects and Engineers before the completion of the building.
- (E) The Promoters or their predecessors have obtained the following permissions and sanctions from various authorities for the development of the said Land and the same are enumerated hereunder.
  - (i) The Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune vide its Order bearing No. ULS/Desk-VIV 1999 dated 23/1/1999 has held that the provisions of the said Act are not applicable to the said Survey No. 50/1.
  - (ii) The Collector, Pune vide its Order bearing No. PRA/NASR/80/2002 dated 2/1/2003 has permitted the non agricultural use of the said Land.
  - (iii) The Pune Metropolitan Region Development Authority (PMRDA) has sanctioned the layout and building plans in respect of the proposed building to be constructed on the said Land and has

issued its Commencement Certificate bearing no. BMU/Mu.Sus/S.No.50pai/Pra.kra.898/19-20 dated 16/1/2020.

- In light of the afore said transactions, the Promoters here in have the absolute authority to obtain the revised sanction to the building layout, building plans and to develop the said Land by constructing multistoried buildings thereon and have absolute right to sell, lease, mortgage, etc. the flats, apartments, tenements in the building which is under construction or to be constructed on the said Land and further have the absolute authority and right to allot the exclusive right to use terraces, reserved / restricted areas, space for advertisements on the terrace of the building, solar panels, etc. in the buildings, which is under construction or to be constructed on the said Land by the Promoters and to enter into agreements with the Purchasers, Mortgagees, lessees, etc. and to receive sell price and deposit and other charges in respect the reof.
- The Promoter have disclosed that as per the present sanction of the building plan the PMRDA has sanctioned Parking floor and 6 upper floors and having a total of 48 residential tenements and consuming FSI to the tune of 2878.86 square metres. The Promoters have disclosed that they would cause the revision of the building plans in due course of time by loading of the balance FSI pertaining to the said Land, TDR, additional FSI and other buildable potential to the tune of 2236 square metres so as to consume the total buildable potential attributable to the said Land. The Promoters here in have disclosed that they are developing a project to be known as "Blue Roof Sera" on the said Land to finally comprise of Parking floor and 11 (Eleven) upper floors and to have about 84 (Eighty Four) residential tenements.
- (H) The Promoters have further disclosed that out of the said Land an area admeasuring 813.12 square metres is affected by 60 metre wide State Highway No. 115 and that the said portion would be handed over to the concerned authorities in due course of time and that the Promoters would load the FSI or any buildable potential thereof on the remaining portion of land out of the said Land. The Promoters have further disclosed that they would not convey the said portion admeasuring 813.12 square metres out of the said Land to the ultimate organization of the tenement purchasers in the said project being developed on the said Land.
- (I) The Promoters have now obtained the sanction to the building plans as stated hereinabove and that the Promoters would in due course of time obtain sanction to the building plans in respect of the remaining

tenements in the project. The Promoters have further disclosed that the entire project shall be known as "BLUE ROOF SERA".

- (J) The Promoters have got themselves registered for the project "Blue Roof Sera" under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority and the necessary Registration Certificate bearing No. P52100024232 dated 27/1/2020 has been issued.
- (K) The Promoters have also disclosed to the Purchaser's that they would form and register one Cooperative Housing Society under the provisions of the Maharashtra Cooperative Societies Act, 1960 read with the rules for the entire project "Blue Roof Sera" by the name of "Blue Roof Sera Cooperative Housing Society Ltd." or by such other name as may be allotted by the concerned authorities or as may be decided by the Promoters in their sole disc retion.
- (I) The Promoters The Promoters have disclosed that by a Deed of Mortgage dated 25/2/2021 registered with the office of the Sub Registrar Haveli No. 15 at serial no. 3724/2021, the said Promoters have mortgaged the said land in favour of AU SMAIL FINANCE BANK LIMITED and had obtained a loan/financial assistance on certain terms and conditions set out there in.
- (M) The Promoters has availed Construction Finance from AU SMAIL FINANCE BANK LIMIED upon the sanctioned terms and conditions for which they have created charge on all the rights along with Development Rights, title, interest and benefit in all & singular with Present and Future FSI AND the beneficial right in the unsold units in the project "Blue Roof Sera" being constructed on plot admeasuring 3476 sq. mtr bearing S. No. 50/1/1 to 50/1/10 at Village Sus, Taluka Mulshi, Pune -411021. In pursuance of the sanctioned terms and conditions, an Indenture of Mortgage dated 22/02/2021 executed between the Promoters as Mortgagor and AU Small Finance Bank Ltd. As Mortgagee and have created a Mortgage in respect of the said Property upon the terms and conditions mentioned therein. The said Indenture of Mortgage dated 22/02/2021 is registered with Office of Sub Registrar Assurance Haveli 15 under registered document no. 3724/2021.
- (N) While sanctioning the said plans the concerned authority and/or the Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Project on the said Land and the said building and upon

the due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.

- (O) The Purchaser's herein has/have demanded from the Promoters and the Promoters have given photocopies to the Purchaser's of all the documents of tile relating to the said Land the plans, designs and specifications prepared by the aforesaid Architect of the Promoters and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 read with the Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal, etc.) Rules, 2017 and regulations there under.
- **(P)** The copy of the plan showing the said Land is annexed here to as Annexure - "1". The copy of the Certificate of the Title of the said Land issued by the Advocate of the Promoters herein is annexed here to as Annexure - "2". The copies of the 7/12 extract of the said Land showing the nature of the title of the Promoters is annexed hereto as Annexure - "3". The copies of the parking floor plan and floor plan, showing the allotted parking and the said Premises agreed to be purchased by the Purchaser's herein are annexed here to as Annexure - "4A" and "4B". The copy of the latest Commencement Certificate is annexed here to as Annexure - "5" being sanction to the buildings plans. The copy of the NA Order is annexed hereto as Annexure -"6" being permission for NA use of the said Land. The details of the said Premises which is agreed to be purchased by the Purchaser's herein are annexed here to as Annexure - "7". The details of the payment of installments of consideration are annexed here to as Annexure - "8". The specifications herein are agreed to be provided by the Promoters in the said Premises which is agreed to be purchased by the Purchaser's herein are stated in Annexure -"9" annexed hereto. The General Rules of Conduct are annexed hereto as Annexure – "10". Maha Rera Registration Certificate annexed hereto as Annexure - "11". The photo identity of the Promoters and the Purchaser's is annexed here to as Annexure - "12".
- (Q) The Promoters have disclosed that they have obtained the necessary permissions and sanctions to the plans, the specifications, elevations, sections and the said building for the commencement of the development of the said land and shall obtain the balance approvals and sanctions from various authorities from time to time, so as to obtain the Completion/Occupancy Certificate of the said building and the tenements there in.

- R) After the Purchaser's' enquiry, the Promoters herein have requested to the Purchaser's to carry out independent search by appointing his/her'their own Advocate and to ask any queries, he/she/they had regarding the marketable title of the Promoters and rights and authorities of the Promoters herein and also as regards all permissions and sanctions for development and the terms/conditions/stipulations as stated therein. The Purchaser's declares that he/she/they has/have satisfied himself/herself/themselves regarding the same and shall not raise any dispute hereafter.
- (S) The Purchaser's here in has/have applied to the Promoters for allotment of the said Premises more particularly described in Annexure "7" annexed here to and shown on the plan annexed here to as Annexure "4", (here in referred to or called as "THE SAID PREMISES") and that the Promoters have confirmed the allotment of the said Premises to the Purchaser's.
- For the purposes of this Agreement, "Carpet Area" shall mean the **(T)** net usable floor area of the said Premises, excluding the area covered by the external walls, are a under service shafts, exclusive balcony appurtenant to the said Premises for the exclusive use of the Purchaser's or verandah area and exclusive open terrace area appurtenant to the said Premises for the exclusive use of the Purchaser's, but includes the area covered by the internal partition walls of the said Premises. Explanation - For the purpose of the definition of carpet area (i) "exclusive balcony or verandah area" means the area of the bak ony or verandah, as the case may be which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser's, (ii) "exclusive open terrace area" means the area of the open terrace which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser's and (iii) "walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or shear wall(s) or wall made from bricks or blocks or precast material or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall.
- (U) The Promoters here in have agreed to provide amenities in the said Premises, which are more particularly described in the Annexure "9" annexed here to.
- (V) The Purchaser's herein is/are aware of the fact that the Promoters herein have entered or will enter into similar or separate agreements with

several other person/s and party/ies in respect of the other tenements/ flats/ tenaces, and to ptenace etc.

- (W) The parties relying on the confirmation, representations and assurances of each other to faithfully abide by the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing and ready to enter into this Agreement on the terms and conditions appearing hereinafter.
- Prior to the execution of this Agreement, the Purchaser's has/have paid to the Promoters a sum of Rs. /- (Rupees only), being Application amount and which is now converted into part payment of the sale consideration of the said Premises agreed to be sold by the Promoters to the Purchaser's (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and that the Purchaser's have agreed to pay to the Promoters, the balance consideration of the sale consideration in the manner as stated in Annexure "8" annexed hereto.
- (Y) The Purchaser's herein represents and assures that the Purchaser's is are not barred or debarred or disentitled to acquire the said Premises under the provisions of the Maharashtra Cooperative Societies Act, 1960 or under any statute.
- Under section 13 of the Real Estate (Regulation and Development)

  Act, 2016, the Promoters are required to execute a written agreement for sale
  of the said Premises with the Purchaser's, being in fact these presents and also
  to register the same under the provisions of the Registration Act, 1908.
- (AA) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoters have agreed to sell and the Purchaser's have agreed to purchase the said Premises and hence the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence these presents.

NOW THEREFORE THESE PRESENTS WITNESSEIH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

## 1. CONSTRUCTION

As stated here to be fore the PMRDA / concerned authorities has sanctioned the building plans of the building/tenements which are under construction. The Promoters here in shall have a right to continue and complete the

construction of the said building on the said Land in accordance with the plans, designs and specifications approved or to be approved by the Concerned Authority or within building construction rules and regulation of the Local Authority or Concerned Development Controlling Authority. The approved plan has been seen separately and approved by the Purchaser's. The Purchaser's has/have also seen the proposed building plans of the entire project. The Promoters shall be entitled to obtain further sanctions to the remaining tenements in the project in due course of time.

Provided that, the Promoters shall have to obtain prior consent in writing of the Purchaser's in respect of variations or modifications which may adversely affect the said Premises except (i) any alterations or additions required by the Government authorities/ local authority or development controlling authorities or due to change in any law, rules or regulations, or (ii) any minor changes or modifications as may be required by the Purchaser's, or (iii) any minor changes or modifications or alterations as may be required due to architectural and/or structural reasons duly recommended and verified by the Project Architects or Engineers after proper declaration and intimation to the Purchaser's.

#### 2. CONSIDERATION OF THE SAID PREMISES

Relying upon the Purchaser's representation/s and assurance/s, the (A) Promoters herein have agreed to sell and the Purchaser's herein has/have agreed to purchase from the Promoters Residential premises bearing Flat No. -----admeasuring carpet area about ---- square metres situate on 4th (---) Floor in the Project to be known as "Blue Roof Sera" and along with an exclusive right to use (i) adjacent open Balcony collectively admeasuring --and (ii) Covered Puzzle Mechenical Car Parking Space No. -- admeasuring 9 square metres along with appurtenances thereto and which premises along with appurtenances is/are more particularly described in the Annexure "7" annexed here to and is here in after referred to as "THE SAID PREMISES", at or for to tal lump sum consideration of Rs. \_\_\_\_\_/- (Rupees only) including the price for the proportionate share in the said land subject to the encumbrances of restricted areas and facilities and also includes the expenses for obtaining e le c tric connection from M.S.E.D. Co. Ltd. or e le c tric ity company, expenses for formation of society, etc. including share money, expenses for providing genset backup for lifts and common lights and proportionate share in price of the common areas and facilities appurtenant to the said Premises, but excluding all expenses of stamp duty and registration fees, maintenance deposits/charges, VAT, Service Tax, GST or such levies which will have to be paid by the Purchaser's to the Promoters or concerned authority separately. The nature, extent and description of the common areas and facilities and

restricted areas and facilities, which are more particularly described in the Second Schedule written hereunder.

- (B) The Promoters here in have agreed to provide the specification and amenities in the said Premises which are more particularly described in the Annexure "9" annexed here to.
- The total consideration as stated above excludes Service Tax, VAT (value added tax), GST(Goods and Service Tax), betterment tax, transfer tax, tumover tax, work contract tax, or such taxes or levies and hence the Purchaser's has/ have agreed to pay the Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, tumover tax, work contract tax, or such taxes or levies as applicable by separate payments to the Promoters on every installment of payment of the consideration. If any time after the execution of this agreement, Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such levies are increased under the respective statutes by the Central or State Government as the case may be and further at any time before or after the execution of this agreement any additional taxes/ duty/charges/premium/cess/surcharge, etc. by whatever name called is levied or recovered or charges or becomes payable under any statute/rule/ regulations/orders either by the Central Government or State Government or local body or revenue authorities or any other authority in respect of the said Pre mise s or this agreement or this transaction, retrospective or prospective, the same shall be bome and shall paid by the Purchaser's within 7 (seven) days from the date of demand of the same by the Promoters.
- (D) The above mentioned consideration towards the said Premises is escalation free, save and except any increases which the Purchaser's agree/s to pay due to any increase on account of (i) development charges payable to the concerned authority and/or (ii) any charges which may be levied or imposed by the concerned authorities from time to time and/or (iii) inflation or price escalation of any building material's by more than 20% (twenty percent) above the price of such building material's as on the date of this agreement. The Promoters agree that at the time or raising such a demand for such escalation, the Promoters shall enclose the notification / rule/ regulation / order/ etc. to that effect.
- (E) The Promoters may/shall charge separately to the Purchaser's for any modifications/gradation/changes specifically requested or approved by the Purchaser's in the fittings, fixtures, specifications or amenities or any facility, which are other than the specifications and amenities as set out in Annexure "9".
- (F) The present agreement is not a construction agreement or work contract of service contract and the said Land, the said building and the said

Premises shall vest only with the Promoters and would pass on to the ultimate organization of the tenement purchasers of the Project and/or the Purchaser's as the case may be on the execution of the final conveyance of the said Land and building thereon including the said Premises and despite the said fact if any taxes, cess, etc. of any nature are levied on the present agreement the same shall be paid by the Purchaser's alone.

- (G) The Promoters undertake to intimate the Purchaser's about the imposition of any other taxes that may be levied due to the construction of the present agreement or by any amendment in any of the laws/statutes.
- (H) The Purchaser's undertakes to pay the said taxes, cess, levies as stated here in above to the Promoters within 7 (seven) days from the date of such demand by the Promoters and in the event the Purchaser's fails to pay the same within the stipulated time, then the same shall remain a lien or charge of are are on the said Premises in favour of the Promoters and the Promoters shall be entitled to recover the same from the Purchaser's along within interest there on and till such time the said amount along with interest if any is paid by the Purchaser's, the Promoters shall be entitled to withhold handing over of possession of the said Premises to the Purchaser's.

### 3. PAYMENT OF INSTALLMENTS OF CONSIDERATION

- (A) The Purchaser's here in is well aware that, the building in which the said Premises is situated and which building is under construction on the part of said Land, the construction of which is in progress and considering the present status of the construction of the same, the Purchaser's has/have agreed to pay the aforesaid agreed consideration to the Promoters here in in the manner detailed in Annexure "8" annexed here to.
- (B) The Purchaser's here in shall pay the aforesaid consideration to the Promoters here in on due date or within 7 (seven) days from the Purchaser's receiving the written intimation from the Promoters calling upon the Purchaser's to make the payment. Payment in time is the essence of the contract.
- (C) The Promoters has availed Construction Finance from AU SMAIL FINANCE BANK LIMITED upon the sanctioned terms and conditions for which they have created charge on all the rights along with Development Rights, title, interest and benefit in all & singular with Present and Future FSI AND the beneficial right in the unsold units in the project "Blue Roof Sera" being constructed on plot admeasuring 3476 sq. mtr bearing S. No. 50/1/1 to 50/1/10 at Village Sus, Taluka Mulshi, Pune -411021. In pursuance of the sanctioned terms and conditions, an Indenture of Mortgage dated 22/02/2021 executed between the Promoters as Mortgagor and AU Small Finance Bank Ltd. As

Mortgagee and have created a Mortgage in respect of the said Property upon the terms and conditions mentioned therein. The said Indenture of Mortgage dated 22/02/2021 is registered with Office of Sub Registrar Assurance Haveli 15 under registered document no. 3724/2021. The Allottee/s/Purchaser/s do and each of them doth hereby agree that in event the consideration payable by the Allottee/s/Purchaser/s unto the Promoter herein, as required by the AU Small Finance Bank Limited, then the same shall be transferred into the designated Rainbow Construction Blue Roof Sera RERA Collection Account - 2121235332129035 being opened by the Promoter's with the AU Small Finance Bank Limited.

- (D) No twithstanding anything to the contrary, it is specifically agreed by and between the parties that no rebate or discount will be offered in such a case where the construction or items of work has/have been completed before the agreed time lines as mentioned and that the Purchaser's shall have to pay the entire installment without any rebate or deduction.
- (E) The Purchaser's authorize's the Promoters to adjust/appropriate all payments made by him/her'them under any head's of due against lawful outstanding, if any, in his/her'their name's as the Promoters may in its sole discretion deem fit and the Purchaser's undertake's not to object demand direct the Promoters to adjust his/her'their payments in any manner.
- (F) The parties here to agree and covenant that in case of any delay in payment of installment shall lead or would result in delay in handing over possession of the said Premises by the Promoters to the Purchaser's and that the Promoters shall not be responsible for delay in handing over the possession in case of delay of payments by the Purchaser's.

## 4. O BSERVATION OF CONDITIONS IMPOSED BY LOCALAUTHORITY

- (A) It is here by a greed that the Promoters and the Purchaser's here in shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by PMRDA or the local authority at the time of sanctioning of the plan's or any time there afteror at the time of granting Completion Certific ate/s.
- (B) The Purchaser's here in shall not be entitled to claim possession of the said Premises until the Completion Certificate in respect of the said Premises is received by the Promoters from PMRDA or the Local Authority and the Purchaser's here in have paid all dues payable under this agreement in respect of the said Premises to the Promoters and is/are not guilty of breach of any of the terms and conditions of this Agreement.

## 5. UIILIZATION OF THE FSI/TDR/BUILDING POTENTIAL

- (A) In this agreement, the word FSI (floor space index) or FAR (floor are a ratio) or TDR (transferable development rights) or Paid FSI or Premium FSI or additional FSI attributable by IGBC norms or any other buildable potential shall have the same meaning as understood by the planning authority under its relevant building regulations or by e-laws.
- (B) It is here by declared that, sanctioned plan/s has/have been shown to the Purchaser's and the floor space index (FSI) available is shown in the afore said plan/s including utilized and unutilized FSI. Similarly, the floor space index, if any, utilized as floating floor space index or in any manner, i.e. to say, FSI of the said Land transfer on other property or FSI of the other property being TDR transfer or Paid FSI or Premium FSI to be consumed on the said Land or additional FSI by IGBC norms is also shown on the tentative plan which would be sanctioned in due course of time.
- The Promoters have disclosed that the present buildable potential in the Project is 5114.86 square metres or the reabouts. The Promoters have at the time of this Agreement utilized the part of the said buildable potential as per the sanctioned plans and shall have a right to utilize to the balance buildable potential or any additional build able potential including Slum TDR or Paid FSI or FSI attributable by IGBC norms or like being granted by the concerned authorities by revising the building plans of the building in the project or by adding additional floors and additional tenement/floors in and upon the said building in due course of time and for such utilization of the balance buildable potential by the Promoters, the Purchaser's have the given their specific irrevocable consent and no objection by executing this Agreement to carry out such amendments, alterations, modifications and/or variations in constructing the said Premises, said building on the said Land and/or to the layout plan and/orto the building plans (whetherornot envisaged and/or constructed at present) provided that the location, the area, the size and shape of the said Premises agreed to be purchased by the Purchaser's is not adversely affected in any manner. The Purchaser's further undertake/s to give any further consent or no objection as may be required by the Promoters for the said purpose without any demurand delay.
- (D) The Promoters shall have right of pre-emptions or first right to utilize the residual or available FSV FAR/ TDR/ Paid FSV Slum FSV Premium FSV FSI attributable to IGCB norms or any other buildable potential which may be increased for whatsoever reason in respect of the said Land or any other FSI or TDR or Buildable Potential granted by the appropriate authority and allowed to use the same on the said Land by construction or raising any additional floor/s of the building which is underconstruction or to be constructed on the said Land. The Purchaser/s herein by executing these presents has/have given his/her/their irrevocable consent and no objection for the aforesaid purposes

and further undertakes to give any further consent or no objection as may be required by the Promoters without any demurand delay.

- (E) The Promoters shall obtain additional FSI or any other buildable potential as may be granted by the concerned authorities in due course of time and which FSI or buildable potential shall be consumed over the said building by constructing additional floors and tenements thereon, subject to the condition that the same shall not change the location, area, size and shape of the said Premises agreed to be sold to the Purchaser's. The Purchaser's herein by executing these presents has/have given his/her/their irrevocable consent and no objection for the aforesaid purposes and further undertakes to give any further consent or no objection as may be required by the Promoters without any demurand delay.
- As stated in these presents, the Promoters have disclosed the total buildable potential as proposed to be utilized by them on the said Land the Purchaser's has/have agreed to purchase the said Premises based on the proposed construction and sale of tenements to be carried out by the Promoters by utilizing the proposed buildable potential and on the understanding that the declared proposed buildable potential shall always belong to the Promoters only.
- (G) The Promoters shall be entitled to compensation from the Purchaser's in case any obstruction or impediment of any nature is raised by or on behalf of the Purchaser's to the development of the said Land by utilization and consumption of the total buildable potential as stated above, without prejudice to the rights of the Promoters to terminate this Agreement on such obstruction or impediment being raised by the Purchaser's.

## 6. DISC LO SURE AND INVESTIGATION OF TITLE AND BUILDABLE POTENTIAL

- (A) The Promoters here in have made full and true disclosure to the Purchaser's as to the title, rights and authorities of the Promoters in respect of the said Land and the buildable potential as well as the encumbrances, if any, known to the Promoters.
- (B) The Promoters here in have also requested to the Purchaser's to carry out the search and to investigate the marketable title, rights and authorities of the Promoters in respect of the said Land and also as regards the buildable potential by appointing his/her/their own Advocates/Architects/etc.. As required by the Purchaser's, the Promoters here in have given all information to the Purchaser's here in and he/she/they is/are acquainted himself/herself/themselves with all the facts as to the marketable title, rights and authorities of the Promoters here in in respect of the said Land and also the buildable potential and after satisfaction and acceptance of the same has/have entered into this Agreement.

- (C) The Purchaser's hereinafter shall not be entitled to challenge or question the title, rights/authority of the Promoters in respect of the said Land and the buildable potential and further the Promoters rights and authority as to enter into this agreement.
- (D) All the disclosures made in the recitals hereinabove shall be deemed to have been incorporated here in in seriatim.

### 7. TIME IS ESSENCE OF THE AGREEMENT

- (A) Time is of the essence of this Agreement for the Promoters as well as the Purchaser's.
- (B) The Promoters shall abide by the time schedule for completing the Project and handing over the said Premises to the Purchaser's and the common areas to the ultimate organization of the tenement purchasers in the Project after receiving the Completion Certificate from the concerned authorities. The Promoters have disclosed that the entire Project "Blue Roof Sera" would be completed prior to 30/4/2023.
- (C) The Purchaser's shall abide to make timely payments of the installments of consideration towards the said Premises and all other dues payable by him/her/them and meeting all other obligations under this Agreement, subject to simultaneous completion of construction by the Promoters as provided in Annexure "8" being the payment plan.
- (D) If the Promoters fail to abide by the time schedule for completing the Project and handing over of the said Premises to the Purchaser's, the Promoters agree to pay to the Purchaser's, who does not want to withdraw from the project, the Promoters shall pay interest as stated in Rule 18 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 on all amounts paid by the Purchaser's (excluding the amounts paid towards VAT Service Tax, GST or like) for every month of delay, till the handing over of the possession of the said Premises.
- The Purchaser's agrees to pay to the Promoters interest as stated in Rule 18 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 on all the delayed payments which become due and payable by the Purchaser's to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser's to the Promoters. Provided that the tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoters under this Agreement, nor shall it be construed as condonation of the delay by the Promoters against delay in payments by the Purchaser's.

Without prejudice to the right of the Promoters to charge interest in **(F)** tems of clause 7 (E) hereinabove, on the Purchaser's committing default in payment on due date of any amount due and payable by the Purchaser's to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by the concerned authorities and other outgoings) and on the Purchaser's three defaults of payment of installments (either being the same or other and as demanded by the Promoters), the Promoters shall at its own option, may terminate this Agreement: Provided that, the Promoters shall g ive written notice of fifteen days sent by Registered Post A.D. and by email at the address provided by the Purchaser's of its intention to terminate this Agreement and of the specific breach/ies of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser's fails to rectify the said breachies mentioned by the Promoters within the period of the notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement.

Provided further that upon the termination of this Agreement as a fore said, the Promoters shall refund to the Purchaser's, subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoters within a period of 30 (thirty) days of the termination, the installments of sale consideration of the said Premises which may then have been paid by the Purchaser's to the Promoters. It is understood that the Promoters will not have to refund any amounts which have been paid by the Purchaser's towards VAT Service Tax/GST or like. It is agreed by the parties that for the purposes of termination as envisaged herein the Promoters shall entitled to liquidated damages quantified at 10% of the total consideration of the said Premises.

(G) At the time of accepting the said refund of the amounts as stated in clause 7 (F) the Purchaser's shall execute and register the necessary Deed of Cancellation as required for by the Promoters and shall also hand over the original of these presents to the Promoters. In the event the Purchaser's fail's to come forward to execute and register the Deed of Cancellation within 7 (seven) days from such written intimation being given to the Purchaser's, then by these presents itself the Purchaser's here in irrevocably nominate, constitute and appoint Mr. Kiran Ranjit Nimhan Age: adult, Occupation: Business, PAN No. ADSPN2831K having address at: Mont Vert Marc, S. No. 129/2, Pashan, Sus Road, Pune 411021 being the partner of the Promoters (The photocopy of the photo identity of Mr. Kiran Ranjit Nimhan is annexed here to as Annexure "11" here to for purpose of identification), as his/her/their, constituted attorney to execute and admit the execution of Deed of Cancellation or any other document as may required to cancel this transaction in law and on termination of this Agreement as afore said and who is entitled to do the same

on refund of amount to the Purchaser's by sending the same by cheque/demand draft as aforesaid by Registered Post A.D. By executing these presents the Purchaser's for himself / herself / themselves and his heirs, executors and administrators ratify and confirm and agree to ratify and confirm aforesaid act of the Constituted Attorney by virtue of these present clause. In pursuance of appointment of the constituted attorney as aforesaid by the Purchaser's, for the aforesaid purpose, the additional stamp of Rs. 500/-(Rupees Five Hundred only) is paid herewith by the Purchaser's for this instrument under the Maharashtra Stamp Act, 1958.

#### 8. SPECIFICATIONS AND AMENITIES

- (A) The specifications of the said Premises and fixtures, fittings and amenities to be provided by the Promoters to the said Premises or to the said building being in which said Premises is situated are described in the Annexure "9" annexed here to.
- (B) If any extra fittings, fixtures, and/or amenities or any betterment in the fittings, fixture, amenities are required by the Purchaser's, then the Purchaser's shall inform in writing to the Promoters and if it is possible for the Promoters, then the Promoters here in at his/its/their sole discretion may provide the same, provided the Purchaser's accepting the cost/price of such extra amenities and undertake to pay or deposit the same prior to the commencement of such extra work and such additions bills raised by the Promoters shall be final.

### 9. DELIVERY OF POSSESSION

The Promoters here in shall complete the construction of the said Premises in all respect on or before 30/4/2023. In the event, the Promoters fail or neglect to hand over possession of the said Premises to the Purchaser's on account of reasons beyond their control and of its agents by the aforesaid date, then the Promoters shall be liable on demand to refund to the Purchaser's the amounts already received by them in respect of the said Premises with interest at the same rate as mentioned in clause 7 (D) hereinabove from the date the Promoters have received the sum till the date the amounts and interest thereon is repaid to the Purchaser's.

Provided that, the Promoters shall be entitled to reasonable extension of time for giving delivery of the said Premises on the aforesaid date, if the completion of the said building in which the said Premises is situated is delayed on account of:-

- (i) War, c ivil commotion, pandemic, e pidemics, strikesoract of God.
- (ii) Any notice, order, rule, notification of the Government and/or public orcompetent authority or Court.

- (iii) The Purchaser's has/have committed any default in payment of installment on its due dates as mentioned in Annexure "8" annexed here to. (This is without prejudice to the right of the Promoters to terminate this agreement as stated in these presents).
- (iv) Non payment or delay in payment of any governmental taxes and levies as set out in clause 2 hereinabove. (This is without prejudice to the right of the Promoters to terminate this agreement as stated in the sepresents).
- (v) Non-availability or shortage of steel, cement, or any other building materials, water or electric supply including workmen/s, labourer/s, etc
- (vi) Any extra work required to be carried in the said premises as per the requirement and at the cost of the Purchaser's.
- (vii) Pendency of any litigation.
- (viii) Any unantic ipated difficulty due to change in any Government rules or regulations or any objections from any Government authority or other Competent Authority.
- (ix) Any delay in getting any permissions, sanctions, consents, no objections or Completion Certificate from PMRDA or any concerned authority due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities well within the stipulated time frame.
- (x) Any delay in getting any services such as electricity, water, drainage, sewage connections or meters from concerned authority/department due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities/department well within the stipulated time frame.
- (xi) Any other masons beyond the control of the Promoters including force maje ure conditions.

# 10. PRO C EDURE FOR TAKING AND FAILURE TO TAKE PO SSESSION OF THE SAID PREMISES

- After completion of construction in all respects in respect of the said Premises and upon obtaining the Completion Certificate, the Promoters here in shall within 7 (seven) days inform in writing to the Purchaser's that the said Premises is ready for use and occupation and to take possession of the said Premises within a period of 15 (fifteen) days from the receipt of such letter.
- (B) On receipt of such letter from the Promoters, the Purchaser's here in shall inspect the said Premises in all respect and get satisfied according to the terms and conditions of this Agreement and after the Purchaser's is/are satisfied himself/ herself/ themselves as aforesaid within the said period as

mentioned in clause 10(A), at his/her/their request, the Promoters herein shall hand over the possession of the said Premises to the Purchaser's on payment of all amounts due and payable by the Purchaser's to the Promoters under this Agreement and the Purchaser's herein has/have not committed any default in payment of consideration in installment on its due date to the Promoters in pursuance of these presents.

- It is further agreed between the parties here to that, after receiving the possession of the said Premises as stated above, the Purchaser's here in shall not be entitled to raise any objection or to demand any amount's under what so ever ground from the Promoters here in. It is further agreed between the parties there to that on receipt of possession of the said Premises by the Purchaser in pursuance of these presents, it shall be presumed that Purchaser's here in has/have accepted the said Premises on as is where is basis and extinguished his/her/their rights as to raise any objection or complaint under what so ever head.
- (D) At the time of taking possession of the said Premises, the Purchaser's shall execute the necessary Supplementary Agreement for Possession in such form as may be required by the Promoters and also shall execute such necessary indemnities, undertaking and such other documentation as may be required under this Agreement or by the Promoters.
- (E) The Promoters agree and undertake to indemnify the Purchaser's in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters.
- (F) The Purchaser's agree's to pay the maintenance charges, deposits as determinate by the Promoters or ultimate organization of the tenement purchasers in the project, as the case may be at the time of taking possession of the said Premises.
- (G) In the event, the Purchaser's fail's to take possession of the said Premises as stated hereinabove, the same shall be construed as a breach of the terms and conditions of this Agreement and that the Purchaser's shall be liable to pay maintenance charges, taxes, etc as applicable.

# 11. DEFECTUABILITY

(A) If within a period of 5 (five) years from taking possession of the Premises or 15 (fifteen) days from the date of obtaining the Completion Certificate from the concerned authority whichever is earlier, the Purchaser's brings to the notice of the Promoters any structural defect in the said Premises or the building in which the said Premises is situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defect's shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Purchaser's shall be only entitled to

receive from the Promoters reasonable compensation for such defect in the manner as provided under the Act.

Provided that, (i) the Purchaser's shall maintain the said Premises in good conditions and repairs, (ii) shall not break open any walls/floorings or chiselor damage the same or carry on extensive interior works or enclosure works, (iii) shall not carry out any alterations/modifications/additions of the whatsoever nature in the said Premises or in the fittings therein, in particular it is hereby agreed that the Purchaser's shall not make any alterations/modifications/additions in any of the fittings, pipes, water supply connections, sewage lines or any erection or alteration or modifications in the kitchen, bathrooms and to ilets, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoters, the defect liability automatically shall become void.

- (B) The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoters and shall not mean defect/s caused by normal wear and tear, negligent use of said Premises by the Occupants, vagaries of nature, any damage caused due to mishandling, misuse or due to any modifications or fumiture work carried out by the Purchaser's either themselves or through their agents or nominees or occupants, etc.
- (C) Defect/s in fittings and fixtures are not included therein and the Purchaser/s shall have to directly approach the manufacturers for such warranty and guarantee of such fittings and fixtures.

### 12. USE OF THE SAID PREMISES

- (A) The Purchaser's shall use the said Premises or any part there of or permit the same to be used only for Residential purpose as shown in the sanctioned plans.
- (B) The Purchaser's or Occupier's of any tenement in the building shall not use the said Premises for the purposes of Massage Centre, Gambling House, Classes, Service Apartment, Hostel, Group Accommodation, Rentals on Cot Basis, Lodging Boarding, or any illegalor immoral purpose.
- (C) The Purchaser's shall use the allotted or common parking space only for the purpose for keeping or parking the Purchaser's own two or four wheeler light vehicle but not entitled to park inside the Project or the said car parking any heavy vehicles such as trucks, bull dozers, buses, tractors, etc. and further that the Purchaser's shall not be entitled to park his/her' their any two or four wheeler vehicles in the common marginal spaces,
- (D) Further the Purchaser's or none of the occupants is/are entitled to have entry of any public vehicles without prior written consent from the Promoters till handing over the administration to the ultimate organization of

tenement purchasers and thereafter from the managing committee of such ultimate organization.

(E) The Promoters shall not be responsible and/or liable for any nuisance and disturbance caused by any occupants, occupying any tenement in the Project after the respective tenement has been handed over to such purchaser's of the tenement by the Promoters.

# 13. FORMATION OF ORGANIZATION OF TENEMENTS HOLDERS IN THE BUILDING

- The Purc hase r/s along with other purc hase r/s of premises/tenements, etc. in the project shall join in forming and registering a Cooperative Housing Society to be known as "Blue Roof Sera Cooperative Housing Society Ltd." or by such other name as the Promoters may decide and for this purpose also from time to time sign and execute all the application for registration and / or membership and the other papers and documents necessary for the formation and registration of the Cooperative Housing Society including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within 7 (seven) days of the same being forwarded by the Promoters to the Purchaser's, so as to enable the Promoters to register the Society, failing and / orneglecting to sign the necessary papers ornot giving co-operation or assistance required by the Promoters, the Promoters shall not be liable for any delay in the formation of the Society, as the case may be and if the defaulterneglects or any of the Purchaser's continues for a period of 2 (two) months, then the Promoters shall be relieved of their obligation to form the Society, which shall thereafter be formed only by all the tenement holders. No objection shall be taken by the Purchaser's if any changes or modifications are made in the draft by elaws of Society, unless it is required by the Registrar of Co-operative Society or any other Competent Authority, as the case may be.
- (B) The Promoters shall form and register a Cooperative Housing Society after the sale of at least 51% (fifty one percent) of the tenements in the said project.

# 14. CONVEYANCE IN FAVOUR OF THE ORGANIZATION OF TENEMENTS HOLDERS IN THE BUILDING

The Promoters have also disclosed to the Purchaser's that they would form and register one Cooperative Housing Society for the project under the provisions of the Maharashtra Cooperative Societies Act, 1960 read with the rules for and that the society would be formed after the disposal of 51% of the tenements in the project. The Promoters shall convey the said Land along with all the buildings in the project and the common amenities and facilities to the

said society on or before December, 2024 and subject to (i) disposal of  $2/3^{\rm rd}$  tenements in the project and receipt of total consideration and all other dues from such tenement holders and (ii) acceptance of the draft Conveyance by all parties concerned by mutual consent.

#### 15. PAYMENTO FTAXES, CESSES, MAINTENANCE, SO IAR PO WER, EIC.:

- (A) Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said Premises, the Purchaser's herein shall be liable to bear and pay all taxes, cesses in respect of the said Premises and nonagricultural assessment in respect of the said Land to the respective authorities and/or to the Promoters or and to the ad-hoc committee appointed by the Promoters or authorized committee of Society which is to be formed by the Promoters herein as stated herein before.
- (B) Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said Premises, the Purchaser's herein shall be liable to be ar and pay the maintenance charges towards the said Premises quantified at Rs. 30,000/- (Rupees Thirty Thousand only) lump sum for 1 Year for 1BHK tenement or Rs. 40,000/- (Rupees Forty Thousand only) lump sum for 1 Year for 2BHK tenement to the Promoters and/or maintenance company appointed by the Promoters or and to the ad-hoc committee appointed by the Promoters or authorized committee of the Society which is to be formed by the Promoters herein as stated hereinbefore.
- (C) The maintenance charges shall be only towards the common areas and amenities and payment of bills for common waterpumps/lights, etc. and general maintenance of gardens, open spaces, etc. AMC for lifts and other equipments, etc. and provision of security services.
- (D) But it is specifically agreed between the parties here to that, the Promoters is not responsible/liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold premises in the project.
- (E) The Purchaser's shall at the time of taking possession of the said Premises or within a period of 15 (fifteen) days from the intimation to take possession pay in advance the maintenance charges for a period of 12 months from the date of intimation to take possession to the Promoters or the maintenance company. The Promoters and/or the maintenance company shall cause the maintenance as stated above for the said period utilizing the said amounts commencing from 15th day from the intimation to take possession of the said Premises. No accounts thereof shall be furnished by the Promoters and/or the said maintenance company to the Purchaser's or ultimate organization of the tenement purchasers. The Promoters and/or the maintenance company shall cause the maintenance as stated above for the said period utilizing the said amounts. No accounts thereof shall be furnished

by the Promoters and/or the said maintenance company to the Purchaser's or ultimate organization of the tenement purchasers.

- (F) It is further specifically agreed that the Purchaser's shall every month/year contribute and pay to the Promoters and/or said maintenance company and/or the said society such sums as may be determined by the said maintenance company having regards to inflation.
- (G) The Purchasers have disclosed that there may be shortage of water supply at times. The Purchaser's here in has/have been made expressly aware by the Promoters that till such time as such water connection is made available by the concerned authorities and thereafter is procured and sufficient water becomes available for the said housing complex through such water connection or in case of insufficiency of water, the requirement of water for the said housing complex shall be met from other sources, including bore well and/or purchase of water from Water Tanker Agencies, etc. and that a promata share of such purchase, treatment and distribution of such water shall be borne and paid by the Purchaser's and if such contributions are not forthcoming, the Promoters or the maintenance company or the society shall not be responsible for continuing to supply such water.
- (H) The Purchaser's shall also be liable to pay any taxes such as service tax, VAT, GST, etc., if applicable as regards to the said maintenance service and solar power to be provided.
- (I) It is specifically agreed between the parties here to that, the Promoters are not responsible and/or liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold premises and vacant in the project.
- (J) The Purchaser's shall deposit with the Promoters a lump sum amount of Rs. 30,000/- (Rupees Thirty Thousand only) towards one time corpus and sinking fund of the building and which shall be collected by the Promoters and kept in a separate banking account and shall be handed over to the said cooperative society on the same being formed and taking over the maintenance of the building.

# 16. SPECIALCOVENANTS

(A) The Promoters here in have specifically informed to the Purchaser's and Purchaser's here in is/are also well aware that, the Promoters here in is developing the scheme with intention to have the homogeneity in the scheme as to land scaping, height and elevation of the building, outer colour scheme, terraces, windows and grills etc. and hence the Purchaser's or any owner or occupier of the tenement's in the building or Project shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any type of permanent or temporary structure on the terraces or to store soil or

heavy things on terraces. The Purchaser's herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoters herein have agreed to allot and sell the said Premises to the Purchaser's herein on ownership basis, subject to the terms and condition of this Agreement.

- (B) The Promoters herein are providing advance technology amenities / material / plant and equipment in common area/facilities like lifts, electric rooms, SIP/OWC, etc. for the tenement holders in the project. The said plants and equipments are to be operated and/or used by authorized persons with due care and diligence taking into consideration all safety guidelines and measures. It is specifically agreed between the parties hereto that, the Promoters shall not be responsible after handing over of premises to society or ultimate organization, the ultimate organization shall set its own norms for use, proper upkeep of common advanced amenities. It is further agreed that the Promoters shall in no manner be responsible or liable for any misuse, injuries, causalities/calamities or any damages of what so ever nature caused to any person or property or malfunctioning of any equipment.
- (C) The Purchaser's shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi governmental agencies and pollution control board and which includes operation of the rain water harvesting, STP/OWC, (if any), etc. The Purchaser's hereby gives his/her/their consent and no objection to the Promoters and/or the ultimate organization of tenement purchasers or the maintenance company to operate and run facilities such as sewage treatment plant (if any), rain water harvesting, etc. as per the rules and regulations imposed by the concerned authorities.
- (D) The Purchaser's herein agrees and covenants that for safety reasons, he/she/they shall be allowed to visit and inspect the said Premises during the course of construction with prior permission of the Promoters and on a pre appointed time and date only.
- (E) The Purchaser's shall not be entitled to carry out any modification or charges in the said Premises during or after the construction of the said Premises without the prior written permission and consent of the Promoters. All modifications and changes shall only be carried out at the discretion of the Promoters.
- (F) There is a possibility that there may be some drainage lines, water lines or other utility lines under and/or podium or under/over the parking spaces which is/are allotted to the Purchaser's in the manner as stated in this Agreement and the Purchaser's after taking possession there of shall permit the Promoters and/or their nominees or the maintenance company to access the same for repairs and maintenance and for the same the Purchaser's shall

temporary remove his/her/their vehicles from the parking area for carrying on maintenance works and repairs.

- (G) The grant of completion/occupation certificate by the concerned authority, in respect of the said Premises shall be conclusive proof as to completion of construction of the said Premises.
- (H) The Purchaser's here in admits and agrees to always admit that the Promoters are always ready and willing on all payment payable by the Purchaser's under this Agreement to the Promoters to hand over the possession of the said Premises on its completion.
- (I) If at any time, after execution of this agreement, any additional tax/duty/charges/premium/cess/surcharge etc., by whatevername called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said Land or the said Premises or this agreement or the transaction herein, shall exclusively be paid/bome by the Purchaser/s. The Purchaser/s hereby, always indemnifies the Promoters from all such levies cost and consequences.
- (J) The Purchaser's is/are hereby prohibited from raising any objection in the matter of sale of premises, tenements and allotment of exclusive right to use parking spaces, garage, terrace/s, garden space/s, space/s for advertisement, installation or wireless communication towers or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Purchaser's is/are by executing these presents has/have given his/her/their inevocable consent and for this reason a separate consent for the same is not required.
- (K) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said Land and building or any part thereof except the said Premises. The Purchaser's shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, Garden space etc. will remain the property of the Promoters until the said Land and building is transferred to the ultimate organization of the tenement purchasers as hereinabove mentioned.
- (I) Any delay to le rated or includence shown or omission on the part of the Promoters in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Purchaser's by the Promoters shall not be construed as the waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the

Purchaser's nor shall the same in any manner prejudice the rights of the Promoters.

- (M) In the event the ultimate organization of tenement purchasers being formed and registered before the sale and disposal of all the tenements/units/premises in the building, all the power, authorities and rights of the Purchaser's herein shall be always subject to the Promoter's over all right to dispose of unsold tenements and allotment of exclusive rights to use un-allotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement, installation of wire less communication to were etc. and all other rights there to. The Purchaser's or any other tenement holder in the building or ad-hoc committee or Society or the maintenance company as the case may be shall have no right to demand any amount from the Promoters herein in respect of the unsold tenements/premises towards the maintenance charges or proportionate share in the common expenses etc. or any amount underhead of donation or transfer charges etc.
- (N) No twithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties here to that, the Promoters shall have all the rights under this agreement and other agreements in respect of the other premises shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the premises in the building is received by the Promoters.
- (O) The Promoters here in have not undertaken any responsibility nor have they agreed anything with the Purchaser's orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, other than the terms and conditions expressly provided under this agreement.
- (P) If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any tenement, has/have allotted by the Promoters to the purchaser of any tenement in the building, such respective buyer and Occupier of the such tenement shall use the same being open space or terrace etc. and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of tenement holders in the building commit breach of this condition, the Promoters herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective tenement buyers or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the Purchaser's herein undertakes to abide a foresaid condition and undertakes not to erect any type of structure in any premises being allotted as a exclusive right to use the terrace, open space, parking space etc. a long with the said Premises, if any.

- (Q) In case after the possession of the said Premises is handed over to the Purchaser's and the Purchasers let out or rent or lease or give on leave and license basis the said Premises, then in such an event, the Purchaser's shall inform in writing to the Promoters or the ultimate organization the details of such tenant or licensee or care takers.
- (R) The Purchaser's shall abide and observe by the General Rules as stated in Annexure "10" annexed here to as regards the use and occupation of the said Premises.
- (S) In the event the said Premises is purchased jointly by the Purchaser's then in such a case both the purchasers shall jointly and severally be responsible and liable to fulfill all the obligations under this agreement.
- On no tific ation being issued by the Government to that regards prior to the completion of the project, the Promoters shall obtain forthwith the insurances in respect of the (i) title of the said Land and building and (ii) construction of the Project and shall pay the necessary premiums and charges there to.

# 17. PROMOTER'S EXCLUSIVE RIGHT TO DEAL WITH THE RESTRICTED AREAS AND FACILITIES:

It is hereby agreed that the Promoters herein have the exclusive right of allotment of exclusive right to use and occupy different parking spaces, adjoining terraces, top terraces or open spaces or right to develop garden in adjoining open space/s, space for advertisement on terrace or in the building, to one or more person/s of their choice. It is hereby agreed that the areas mentioned in the Second Schedule written hereunder under head Common Facilities only shall be the common facilities and the Promoters shall be entitled to declare all other areas as restricted or reserved areas and facilities a lienate and dispose off other areas and facilities in such manner as the Promoters thinks fit.

# 18. REPRESENTATIONS AND WARRANTIES BY THE PROMOTERS

- (A) The Promoters have a clear and marketable title with respect to the Project land, as declared in the title certificate annexed to this Agreement and have the requisite rights to carry out development upon the said Land and also have actual, physical and legal possession of the said Land for the implementation of the said Land.
- (B) The Promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said project.

- (C) There are no encumbrances upon the said Land or the said Project save and except those disclosed in the Title Report and/or in this Agreement.
- (D) There are no other litigations pending before any Court of Law with respect to the said Land or Project save and except those disclosed in the Title Report and/or in this Agreement.
- All approvals, licenses and permits issued by the competent authorities with respect to the said project, or the said Land and said building are valid and subsisting and have been obtained by following due process of law. Further all approvals, licenses and permits to be issued by the competent authorities with respect to the said project, the said Land and the said building shall be obtained following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said project, said Land and the said building and common areas.
- (F) The Promoters have a right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser's created herein, may prejudic ially be affected.
- (G) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement with any person/s or party with respect to the said Land, including the said Project and the said Premises which will in any manner affect the rights of the Purchaser's under this Agreement.
- (H) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Purchaser's in the manner contemplated in this Agreement.
- (I) At the time of execution of the Conveyance of the said Land and structure to the ultimate organization of tenement purchasers, the Promoters shall hand over lawful, vacant, peaceful and physical possession of the common areas of the structure to the ultimate organization of the tenement purchasers.
- (J) The Promoters have 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 with respect to the said Project to the concerned authorities.
- (K) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including notice for acquisition or requisition of the said Land) has been received or served upon the Promoters in respect of the said Land and/or the said Project save and except those disclosed in the title report and/or in this agreement.

# 19. COVENANTS AS TO THE USE AND MAINTENANCE OF THE SAID PREMISES EIC.

The Purchaser's himself/herself/themselves with intention to bring all persons into who so ever hands the said Premises may come, doth hereby covenant with the Promoters as follows for the said Premises and also for the building in which the said Premises is situated.

- (A) To maintain the said Premises at the Purchaser's own cost in good tenantable repair and condition from the date of possession of the said Premises is taken and shall not do or cause to be done anything or suffer to be done anything in or to the said Premises or the building in which the said Premises is situated, staircase or any passage which may be against the rules, regulations or bye laws of the concerned local or any other authority or change/alterormake addition in or to the said Premises and/or to the building in which the Premises is situated and in or to the said Premises itself or any part there of without the consent of the local authorities, if required.
- (B) Not to store in/outside the said Premises or surrounded area of the building, any goods which are of hazardous, combustible ordangerous nature or are too heavy as to damage the construction or structure of the building or storing of such goods is objected to by the concerned local authority any other authority or under any law and shall not carry out or caused to carried out heavy packages up to upper floors, which may damage or likely to damage staircase, common passages, lobbies, lift/elevator or any other structure of the building including entrances of the building in which the said Premises is situated and in case of any damage is caused to the building in which the said Premises or account of the negligence or default of the Purchaser's in this behalf, the Purchaser's shall be liable for all the consequences of the breach.
- (C) Not to store any objects things of any nature including any racks, shelves, etc. in the staircase, common passages, lobbies of the building including entrances of the building in which the said Premises is situated.
- Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser's. Provided that for the defect liability period such repairs shall be carried out by the Purchaser's with the written consent and under the supervision of the Promoters. And further the Purchaser's shall not do or cause to be done anything contrary to the rules, regulations and by e-laws of the concerned local authority or other public authority. In the event of the Purchaser's committing any act in contravention of the above provisions, the Purchaser's

shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

- Mot to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the said Premises or any part thereof and not to make any addition or alteration in the elevation and outside colourscheme of the building in which the said Premises is situated and shall keep the portion, sewers, drains, pipes and appurtenances there to in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chiselor in any other manner cause damage to columns, beams, walls, slabs or RCC pard is or other structural members in the said Premises without the prior written permission of the Promoters and/or the ultimate organization of the tenement purchasers.
- (F) Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said Land and the building or any part the reofor where by any increase in premium shall become payable in respect of the insurance.
- (G) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Land and the building in which the said Premises is situated.
- (H) Not to install any sate lite TVC Dish or TV Antenna, broad band antenna or any similar device on the balconies or terrace attached to the said Premises or the open terrace. Prior written permission for installation of such devices shall have to be obtained from the Promoters or ultimate organization of tenement purchasers as the case may be and shall only be installed on the top terrace at predetermined places and all wirings cabling shall be done only through designated ducts.
- (1) Not to hang clothes or place/put pots with mud and plants on terraces, balconies, window railings and walls or on the railing in terraces and balconies.
- (J) Pay to the Promoters within 15 (fifteen) days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned authority or Government for giving water, electricity or any other service connection to the building in which the said Premises is situated.
- (K) To be a r and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion certificate in respect of the said Premises and also any additional increased taxes, insurances etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of change of user of the said Premises by the Purchaser's for any purposes other than for the purposes as shown in the sanctioned plan.

- (D) The Purchaser's shall not let, sub-let, transfer assign or part with Purchaser's interest or benefit factor of under this agreement or part with the possession of the said Premises until all the dues payable by the Purchaser's to the Promoters under the agreement are fully paid up and only if the Purchaser's has/have not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser's has/have intimated in writing to the Promoters and obtained written consent the reof.
- (M) The Purchaser's shall observe and perform all the rules and regulations which the ultimate organization of tenement purchaser may adopted at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said land and building which are and the tenement therein and for observance and performance of the building rules, regulations and by e-laws for the time being of the concerned local authority and the government and of the Government or other public bodies. The Purchaser's shall observe and perform all the stipulations and conditions laid down by ultimate organization of tenement purchasers regarding the occupation and use of the said Premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this agreement.
- (N) Till the conveyance of the said Land and building in which the said Premises is situated is executed in favour of the ultimate organization of tenement purchasers, the Purchaser's shall permit the Promoters and their surveyors and agents with or without workmen and others at all reasonable times to enterinto and upon the said Premises and the said Land and building or any part thereof to view and examine the state and conditions thereof.

# 20. NAME OF THE PROJECTAND BUILDING

- (A) No twithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties here to that, the Promoters here in have decided to have the name of the Project / Scheme "BLUE ROOF SERA" and further erector affix Promoters name board at suitable places as decided by the Promoters here in on any building and at the entrances of the scheme or on the terrace / mofor on water tank of any building.
- (B) The Purchaser's or other tenement holders in the building or proposed ultimate organization of tenement purchasers or its successors are not entitled to change the aforesaid Project / scheme name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

### 21. MEASUREMENT OF THE AREA OF THE SAID PREMISES

- (A) It is specifically agreed between the parties here to that, in this agreement carpet area of the said Premises and adjacent/top terrace are stated.
- "Carpet Area" shall mean the net usable floor area of the said **(B)** Pre mise s, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Premises for the exclusive use of the Purchaser's or verandah area and exclusive open terrace area appurtenant to the said Premises for the exclusive use of the Purchaser's, but includes the area covered by the internal partition walls of the said Premises. Explanation - For the purpose of the definition of carpet area (i) "exclusive bakony or verandah area" means the area of the bakony or verandah, as the case may be which is appurtenant to the net usable area of the said Pre mise s, meant for the exclusive use of the Purc hase r/s, (ii) "exclusive open terrace area" means the area of the open terrace which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser's and (iii) "walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or shear wall(s) or wall made from bricks or blocks or precast material or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within oradjoining orattached to the wall.
- (C) At the time of taking the possession the Purchaser's at his/her' their own discretion get measured the area of the said Premises in light of a foresaid principal and if any difference more than 3% in the area/measurements including height is found then the consideration of the said Premises shall be adjusted accordingly and either Promoters or Purchaser's as the case may be refund or pay the differential amount.
- (D) After taking the possession of the said Premises by the Purchaser's it shall be presumed the Purchaser's has/have no grievance under whatsoever head including as regards to carpet area, height, length and width etc. of the said Premises.

# 22. PROMOTERS SHALL NOT MORIGAGE OR CREATE A CHARGE

After the Promoters execute this Agreement, they shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then not with standing 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 Purchaser's who has have taken or agreed to take the said Premises.

## 23. PARKING SPACES

- (A) It is here by agreed that thought the carparking area, scooter parking area and cycle parking area, covered or open shall be owned by all the tenement owners or their ultimate organization, it is the necessity and requirement of the tenement purchasers that various carparking spaces be got distributed/allotted amongst them to have orderly and disciplined use and to avoid confusions, dispute and differences amongst them. With this view, the Promoters on the request of the Purchaser's here in will keep and maintain a register' record of such designations/selections of parkings to be done by the Purchaser's amongst themselves which selections are to be confirmed by the all the tenement purchasers in the Project or their ultimate organization that may be formed.
- (B) The Purchaser's has/have not taken any consideration for such selection and allotment of carparking spaces. It is specifically agreed by the Purchaser's herein that the above work is being done by the Promoters exgracia on the request of the Purchaser's and that if for any reason it be held that such selection/designation of parking/s by the purchasers of the tenements themselves is not proper then the purchasers of the tenements in the Project (including the Purchaser's herein) shall be entitled to use the entire parking area in common with the other tenement purchasers.
- (C) All the tenement purchasers in the Project (who have till this date booked tenements in the said scheme) have amongst themselves, for sake of orderly use and avoidance of any disputes in future by their own violation, selected carparkings amongst themselves on first come first serve basis and have agreed amongst themselves to get the said allotments confirmed from the ultimate organization of the tenement purchasers which may be formed and the same shall form a part of the ultimate conveyance in favour of the said ultimate organization.
- (D) The tenement purchasers amongst themselves agree that the selection shall be final, irrevocable and binding amongst all of them and the said right shall be perpetual and run along with their respective tenements and shall be heritable and transferable along with their respective tenements and shall not be separated.
- (E) The Scooter and Cycle parking area are common for all the tenement purchasers in the project and are not allotted to any person/s by the Promoters and that the ultimate organization of the tenement purchasers may allot the same in due course of time if it deems fit and proper.
- (F) The Purchaser's agree that in case of disputes amongst the tenement purchasers regarding the selection of the parking spaces, the same shall be referred to the Sole Arbitration of the Mr. Kiran Ranjit Nimhan being nominated by the parties here to, whose decision shall be final and binding on all the tenement purchasers in the project.

### 24. BROCHURE/ADVERIISING MATERIAL/SAMPLE FLAT

It is specifically understood that the brochure/s published as an advertisement material, sales plans and brochures contain various features such as furniture layout in a tenement, vegetation and plantation shown around the building, scheme, color scheme, vehicles etc. to increase the aesthetic value only and are not facts and are not agreed to be provided. These features/amenities are not agreed to be developed or provided by the Promoters. The concept tenement/sample flat made by the Promoters may contain many civil and furniture upgrades to increase the aesthetic value only and are not facts and are not agreed to be provided by the Promoters and the same are not standard amenities which are agreed to be provided.

### 25. TAX DEDUCTED ATSOURCE

- (A) If any deduction of an amount is made by the Purchaser's on account of Tax Deducted at Source (TDS) as may be required under the Income Tax Act, 1961 or any other prevailing law while making any payment to the Promoters under this Agreement shall be acknowledged / credited by the Promoters, only upon Purchaser's submitting Original Tax Deducted at Source Certificate and the amount mentioned in the Certificate is matching with Income Tax Department site to that effect.
- (B) Provided further, that at the time of handing over the possession of the said Premises, if such Certificate of TDS is not produced to the Promoters, the Purchaser's shall deposit equivalent amount as interest free deposit with the Promoters and which deposit shall refunded by the Promoters on the Purchaser's producing/furnishing such Certificate within 4 (four) months of the possession of the said Premises being handed over. Provided further that in case the Purchaser's fail's to produce such TDS Certificate within the stipulated period of 4 (four) months, the Promoters shall be entitled to appropriate the said Deposit against the receivable from the Purchaser's.

# 26. PAYMENT OF STAMP DUTY REGISTRATION FEE EIC.

The Purchaser's here in shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements, deed of apartment or any final conveyance deed which is to be executed by the Promoters in favour of the Purchaser's. The parties here in shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoters in favour of the Purchaser's or in the name of the ultimate organization of tenement purchasers.

### 27. BINDING EFFECT

Forwarding this Agreement to the Purchaser's by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser's, until, firstly, the Purchaser's signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser's and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the Promoters. If the Purchaser's fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser's and/or appears before the Sub Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser's for rectifying the default, which if not rectified within 15 (fifteen) days from the date of receipt by the Purchaser's, application of the Purchaser's shall be treated as cancelled and all sums deposited by the Purchaser's in connection there with including the booking amount shall returned to the Purchaser's without any interest or compensation whatsoever and subject to deductions as mentioned in the booking form.

### 28. ENTIRE AGREEMENT

This Agreement along with its schedules and annexures, constitutes the entire Agreement between the parties with respect to the subject matter here of and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regards to the said Premises.

# 29. RIGHTTO AMEND

This Agreement shall only be amended or modified through written consent of the parties and by executing necessary supplementary deeds and documents there to.

# 30. PRO VISIO NS HEREIO APPLICABLE TO SUBSEQUENTALIO TIEES

It is clearly understood and also agreed by the parties here to that all the provisions contained in this Agreement and the obligations arising here under in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Premises in case of a transfer, as the said obligation go along with the said Premises for all intents and purposes.

# 31. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Actor the Rules and Regulations made there under

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

### 32. CALCULATION OF PROPORTIONATE SHARE

Wherever in this Agreement it is stipulated that the Purchaser's has/have to make any payment, in common with other purchasers in the project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the tenements in the project.

### 33. FURTHER ASSURANCES

The parties here to agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided 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.

### 34. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoters at the Promoters office at Pune. After the Agreement is duly executed by the parties, the said Agreement shall be registered with the office of the Sub Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

# 35. REGISTRATION

The Purchaser's shall present this Agreement as well as any other deeds, documents etc. which are to be executed by the parties here to in pursuance of this presents, at the proper registration office for registration within the time limit prescribed under the Registration Act and Promoters after receiving written intimation will attend such office and admit execution thereof.

# 36. SERVICE OF NOTICE

(A) All notices to be served on the Promoters or the Purchaser's as contemplated by this Agreement shall be deemed to have been duly served if sent to the Promoters or the Purchaser's as the case may be by under Registered Post A.D and notified by E-mail at his/her/their address/es specified

in the title clause of this Agreement or at the address intimated in writing by the Purchaser's after execution of this Agreement.

- (B) In change of any address, telephone number, email address the any party, such party shall inform the same to the other party forthwith and if the same has not been communicated, the communications and letters posted at the original address shall be deemed to have been received by the Promoters or the Purchaser's as the case may be.
- (C) In case of joint purchasers all communications shall be sent by the Promoters to the purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the purchasers.

### 37. DISPUTE RESOLUTION

Any dispute between the parties shall be settled a micably. In case of failure to settle the disputes a micably, the same shall be referred to authorities as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under.

### 38. EFFECTOFIAWS

- (A) The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.
- (B) This Agreement shall always be subject to the provisions of The Real Estate (Regulation and Development) Act, 2016, The Maharashtra Ownership Flats (Regulation of the promotion, of The Construction, Sale, Management and Transfer) Act, 1963 and The Maharashtra Apartment Ownership Flats Act, 1970, and the rules made there under.
- (C) The Courts in Pune shall have jurisdiction to try and entertain any matter arising out of this Agreement.

# FIRST SC HEDULE

(De sc rip tio n o f the said Land)

All those pieces or parcels of land collectively admeasuring 3800 square metres bearing (i) Survey No. 50/1/Plot/No./1 admeasuring 452.37 square metres assessed at Rs. 46=00 paise, (ii) Survey No. 50/1/Plot/No./2 admeasuring 185.05 square metres assessed at Rs. 18=50 paise, (iii) Survey No. 50/1/Plot/No./3 admeasuring 187.13 square metres assessed at Rs. 19=00 paise, (iv) Survey No. 50/1/Plot/No./4 admeasuring 198.30 square metres assessed at Rs. 19=90 paise, (v) Survey No. 50/1/Plot/No./5 admeasuring 196.19 square metres assessed at Rs. 19=70 paise, (vi) Survey No. 50/1/Plot/No./6 admeasuring 187.13 square metres assessed at Rs. 19=00 paise, (vii) Survey No. 50/1/Plot/No./6 admeasuring 187.13 square metres assessed at Rs. 19=00 paise, (viii) Survey No.

50/1/Plot/No./7 admeasuring 187.05 square metres assessed at Rs. 18=70 paise, (viii) Survey No. 50/1/Plot/No./8 admeasuring 452.20 square metres assessed at Rs. 46=00 paise, (ix) Survey No. 50/1/Plot/No./9 admeasuring 746.50 square metres assessed at Rs. 75=00 paise and (x) Survey No. 50/1/Plot/No./10 admeasuring 658.01 square metres assessed at Rs. 69=00 paise (being carved out of Survey No. 50/1 admeasuring 3800 square metres) situate at village Sus, Taluka Mulshi, District Pune within the Gram Panchayat Sus, Taluka Panchayat Samiti Mulshi and Zilla Parishad Pune and within the jurisdiction of the Sub Registrar Haveli No. 1 to 27, Pune and the said Land is bounded as under:

On or towards the East : By part of Survey No. 50.

On or towards the West : By Survey No. 49.

On or towards the North: By Road.

On or towards the South : By part of Survey No. 50.

# SEC OND SCHEDULE

(De tails of the Common Facilities and Restricted Areas and Facilities)

### COMMON FACILIES:-

- 1. RCC Frame work structure of the building.
- 2. Common wall of brick/block masonry.
- 3. Drainage and water line work.
- 4. Electric meters and watermeter's connected to common lights, water connections, pump set etc.
- 5. Light points outside the building and the staircase/s as well as those in the common parking space.
- 6. One overhead water tank for each building with water pump connected to common underground water tank.
- 7. Lift/Elevator with lift room, lift well and elevator equipments located adjoining the overhead watertank for the building.
- 8. Garden AND open space if specifically marked.

### (B) RESTRIC TED AREAS AND FACILITIES:-

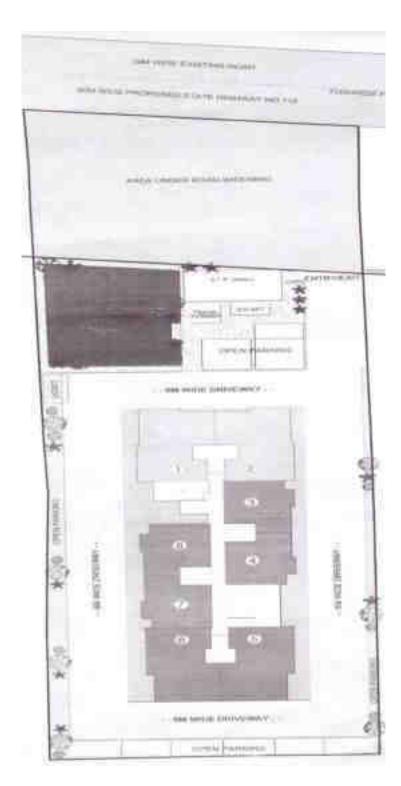
- 1. The maces/balconies adjacent if any to the tenements shall be restricted and shall be for exclusive use of such respective flat holders.
- 2. The parking spaces shown in the plan shall be restricted and the Promoters here in shall have exclusive right to allot the same to the tenement holder in the building in the manner as stated in the Agreement.
- 3. To p terrace of the building shall be restricted and the Promoters here in shall have exclusive right to allot the same to the accommodation holder in the building.
- 4. All are as etc. which are not covered under a fore said head Common Area And Facilities are restricted areas and facilities which include, the marginal open spaces, terraces, car-parkings within the said Land and in the building which is under construction on the said Land is reserved and Promoters shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of flat, terrace/s, parking space etc. Or to Convert the Restricted Area into Common Area or vise-versa.

WINESS WHEREOF the parties here to have here unto set and subscribed their respective hands and seals on the day, month and the year first here in above written.

SIGNED, SEA	LED AND DELIVERED by	]	
he within	named Promoters M/s.	]	
Rainbow Co	nstruction through the	]	
hands of an	y of its Partners (1) Mr.	]	
Kiran Ranjit	Nimhan and/or (2) Mr.	]	
Jayant Vallal	ohdas Kaneria and/or (3)	]	
Mr. Ranjit Bu	waji Nimhan and/or (4)	]	
Mr. Kanjibha	i Devjibhai Patel and/or	]	
(5) Mr. Nishan	t Ka njib ha i Pa te l	]	
in the presen	ce of	]	
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Witnesses		]	
(1) Sign			
Name	Mr. Vishal Suryawanshi		
Address	:Pashan, Pune-411 021		
(2) C:~~			
(2) Sign	. Mar. 1-1: 1 - 5:		
Name	: Mr. Jalindra Bhor		
Address	: Warje, Pune - 411058		

Anne xure "1"

Copy of Plan of the said Land



## Annexure "2"

Copy of the Certificate of the Title

Adv. Mrudula P. Chitale

B.A. LL. M

+91-8623441004

mrudula chitale/pahon.co.in

Adv. Ashok D. Sargar

B.S.L. LL.N.
-92 9822199140

min ashakunyurugmull.com

# Title Certificate

THIS IS TO CERTIFY that subject to our noting, remarks and observations made at the relevant places in our report , we are of the opinion that the title of, M/s. Rainbow Construction and its partners to all those pieces and parcels of lands admeasuring 3475.01 Sq. Meters out of land bearing Survey No. 50 Hissa No. 1, situated at Village Sus, Tal. Mulshi, Dist. Pune and within the jurisdiction of Sub-registrar Haveli, and within the limits of Pune Metropolitan Region Development Authority and within the limits of Grampunchayat Sus, Taluka Panchayat and Panchayat Samiti Mulahi (Paud), Pune Zillah Parishad, which has been divided in to following plots as per the revised sanctioned plan and their title to the respective portions of the land appears to be clear, marketable and free from any encumbrances and they are entitled to sale units in the buildings proposed to be constructed on it as per the sanctioned plan.

Dated this 20th day of January, 2020 at Pune.

Mrs. Mrudula Chitale Mr. Ashok Sargar Advocates

Adv. Mrudula P. Chitale Adv. Ashok D. Sarga. Advocates

# $\label{lem:copy} \textbf{Annexure "3"}$ Copy of the 7/12 extract/Property Extract Card of the said Land

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गण न्यूना वसः विश्वामी मीडवर्षः | महामाण्ड् वनीय महानुस अधिकार अधिकार आधित संद्रवाद्याः स्वयः करने व कृषिकोश केवने (नियम १९४० पार्टीक प्रियम स सम्बन्धः सुद्रवः व जन्मः वृद्धाः विरुद्धः पूर्वः विश्वास्त्रवः सम्बन्धः । १००४ व क्रियोगः । १००४ व क्रियोगः । विभागनीय संबंधा अपनीत विश्व विभागनीय संब प्रमुख विश्व व स्वत्यवासीय संब अवस विश्व वास्त्यवासीय अञ्चल विश्व विश्व वास्त्रवासीय अञ्चल विश्व (विश्व अञ्चल सामग्रीतकी उपसन्ध सम्बंधी बर्गन जन विद्यान निर्वेद विभावातील होत मिक्तमा जन अजन हैं मेक्स बनांक विधित विधित रहें (ह) पा अर अर धीत पोर्न अंगा विधित (14) (12) (15) (1%) (11) 批 )所. 司柱

2017-18 खरीप	प्सिट्पष्ट । १८७. १३००
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"या प्रमाणित प्रतीसाठी की म्हणून १५/- व्यये मिळाते." दिनांक :- १४०१/२०२० सांकेतिक क्रमांक :- २७२५७००६०३१०६१००००१२०२०१३९१

( नाव :- हन्मंत महादु चंदिकर ) तसाठी साझा :- सुमता :- मुक्की 🏼 जि :-पुणे

आगल देनांकः वाताव्यक्ष

गव न्यूना सक जीवना अभिनेत पश्च [ महाराष्ट्र करेन महानुत प्रविकार अभिनेत प्राप्त मार्थ कर्य व मृत्तिवर्तित ठेवणे ) निष्क, १९५१ वार्तीश विकार १९५८ तार्ति ७ ]

einem Grun gutie: (EGS & Ruis: (1/1/2020) नव ्युष्ठ तम्भः मृत्यवी भूमार्गः प्रमान व रुपीयाम् ; १००,५५०,८५५ जिल्हा - गुर्ग बुगायन बस्तर्क व उत्तरिकाम १३३१ व्यक्तियम् अ मृत्याला सदती मानस्टब्स्स सर्व । बोमनदाइसाचे लोई तंत्र आका ग्रेस पेता असे ह्रमान रेखवे स्थानिक तस :-तात्र प्रकार अपूर्ण मी दिल्ली १९३० प्रकारी अवस्ति १५५ दिल्ला (1535) [57] 1389 (1535) [57] 1389 (1535) [77] 1389 र्ग, रेन्स्रो चन्स्यूनकत हार्षे अधिकृत सामीरात किरण रमजित तिम्हण 19830 1990 हानापत सर्गा सर्गा उत्तरम द्यान्तः इत्तरं गीव पीट-प्रश्नेवः विश्वप्रदेशः उद्येशः इत्तरं पेकः १८०१० अगानाः ६६। इत्ये विद्यास्त्रिकः

गाव नमुना बारा पिकांची नोंदवही

| महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नींदवहूया ( तयार करणे व सुस्थितीत ठेवणे ) नियम,१९४१ यातीस नियम २९ | तालका - मुळशी जिल्हा - पुणे शेवटचा फरफार क्रमांक : 10326 व दिनांक : 01/01/2020 मांक व उपविभाग : 50/1/क्योंटीन /4

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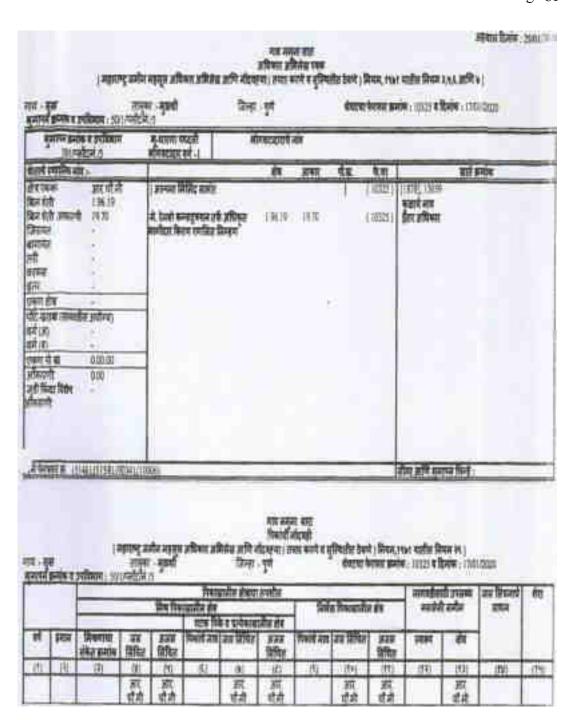
"या प्रमाणित प्रतीसाठी की म्हणून १५/- रूपये मिळाले."

दिनांक :- 14/01/2020

सांकेतिक क्रमांक :- 272500060310610000120201392

( नाव :- हन्मंत महाद चंदेकर ) तताठी साझा :- सुसती :- मुख्शी जि :-पुणे

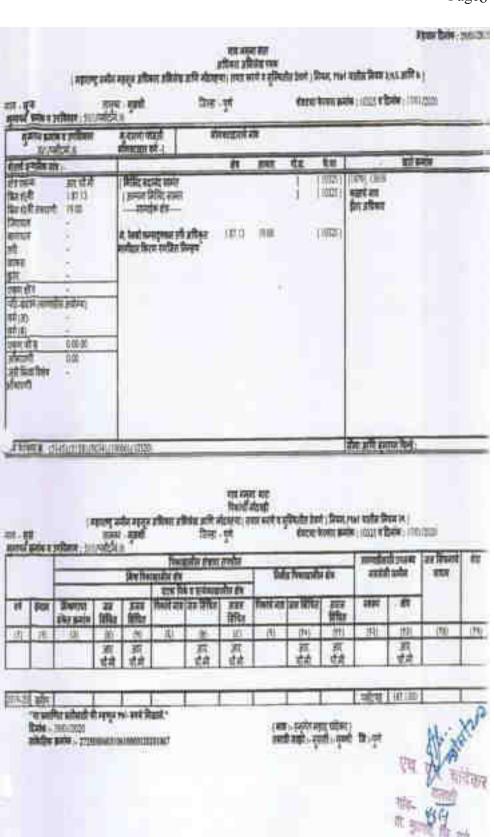
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एच. प्रावेकर गाउ- कार्य

## Page₀



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ार जन्मा का इतिहार अभिनेत पतः अनुसाम् इतील काल् प्रदेशका अभिनेत इति संदर्भका ह्या कर्मा व सुनिकतंत्र देखां | निरम् १९४१ वर्गेल निरम १९४४ इतिकः

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ार बांचा था। विभागिताम् |स्याप्ट्र अनेन सम्बद्ध अनेकर जीनेक उन्ति बोद्धावा (स्वार करोड मृत्यितेत देवते ) विवार (१४८ पारीन निवस १९) | अनुका मुक्तां | विवार मृत्ये विवार कर्या व्याप विकार अर्था । १००७ व देवांचा १८०० १००० | १९९७ वर्षा

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(बार-इन्हर्नामाङ्क्षीयः) तसरीवका - हुन्त-हुन्तं विद्वा



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महः त्यूना गा। पितार्थी तीरहाँ । महाराष्ट्र वर्गीव त्यूब्द जीविका जीवित देशी महिद्दाचा। तदस करने व सुमित्रतित देशने (निकार एका बारीस निवन १९) राग - कुठ गासूच्य - मुक्की वित्यु > पूर्व वेदस्य केरकर क्रमीव । 1006 व दिर्माल । 2101 व्यवस्य सुमाराम क्रमाल व प्रविदेशकर : 50 (क्षार्ट में १९ गाप्सीसरी उपनम् जन शिवन्ते स्थानी जर्मन विश्वक्रिया । विश्वविश्वक्रीय ग्रंड पटक विश्वे क्यानेश्वक्रीय श्रंप अजन विश्वदेशा जन स्थित अजन विविध् विश्वक्षात्रीत होतवा तस्त्रीत वर्ष हमाम जिल्हाचा तात्र अवस स्थेत समाम विद्या विद्या रिकार गांव जन विधित अन्न विधित 70 (N NC 37 रीमी पैसी (1%) 1 161 (11) (12) 0%

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MACRICE SISSIPPLICATIONS

( नाव :- हनुमंत महादु पंदिकर ) तनाठी साझो :- मुसती :- मुक्सी कि :-पुणे

रोमा अपि मनरूर विन्ते ।

Page 1 of

FEWN RAIN HOLLOWS

नाय नाम्ना स्ट्राः अधिकः अधिकंत शकः | महराष्ट्रः वर्तान महत्तृत अधिकः अधिकंत अधि महरहस्य । तथाः करणे य शुरियरीत देशणे । प्रिच्यः, १९३८ मतीत विना १,९६५ अधि ॥ |

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(सम् : इन्होत्तमस्य गरेन्सः) तसकीसम्बद्धाः सुनतः मुख्याः क्रिन्याः

अहवाल दिनांक : 01/01/2020

# गाव नमूना सात अधिकार अभिलेख पषक | महाराष्ट्र अभीन महसून अधिकार अभिलेख आणि नोंदबहमा ( तबार करणे व सुस्थितीत ठेवणे ) नियम, १९७१ यातीस नियम ३,५,६ आणि ७ |

जिल्हा :- पुणे

शेवटचा फेरफार क्रमांक : 10326 व दिनांक : 01/01/2020

गाव - स्स तालुका - मुख्यी भूमापन क्रमांक व उपविभाग : 50//प्याँट/न/10

शेताचे स्यानिक नांव :- शेव आकार पो.ख. फे.फा खाते क्रमांक भेत एकक आर.ची.मी   नरेंद्र रिकवचंद्र संघवी   (10326) [577], 13659 बिन शेती 6.85.01 बिन शेती आकारणी 69.00 में. रेनबो कल्सट्ट्रकान तर्फे अधिकृत 6.85.01 69.00 (10326) हैतर अधिकार जिरायत - शामीदार किरण रणजित निम्हण बागायत - सरी - इत्सर - एक्फा क्षेत्र - पोट-खराब (लागवडीस अयोग्य) प्रान्त (जा क्ष्मां क्षमां क्ष	मुमापन क्रमांक व उपविभा 50/1/प्लॉटानं /10	म भू-पारणा पथ्दती भीगवटादार वर्ग -।	भोगवटादाराचे	नाव			
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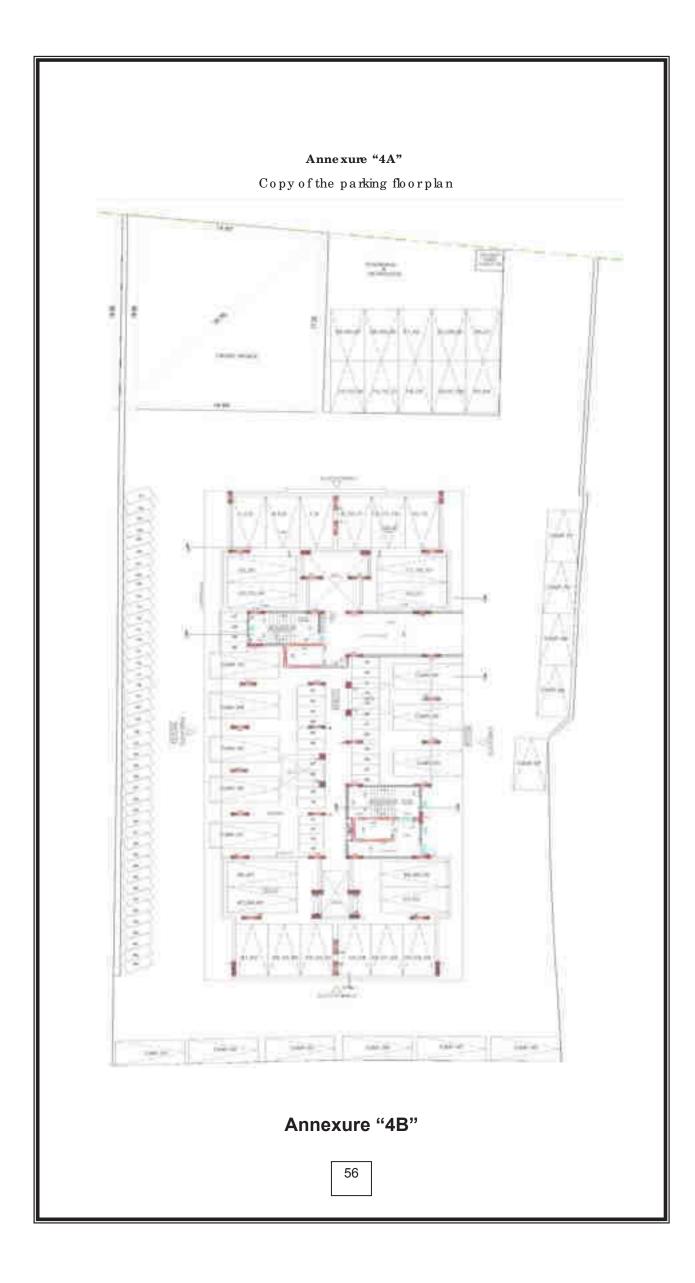
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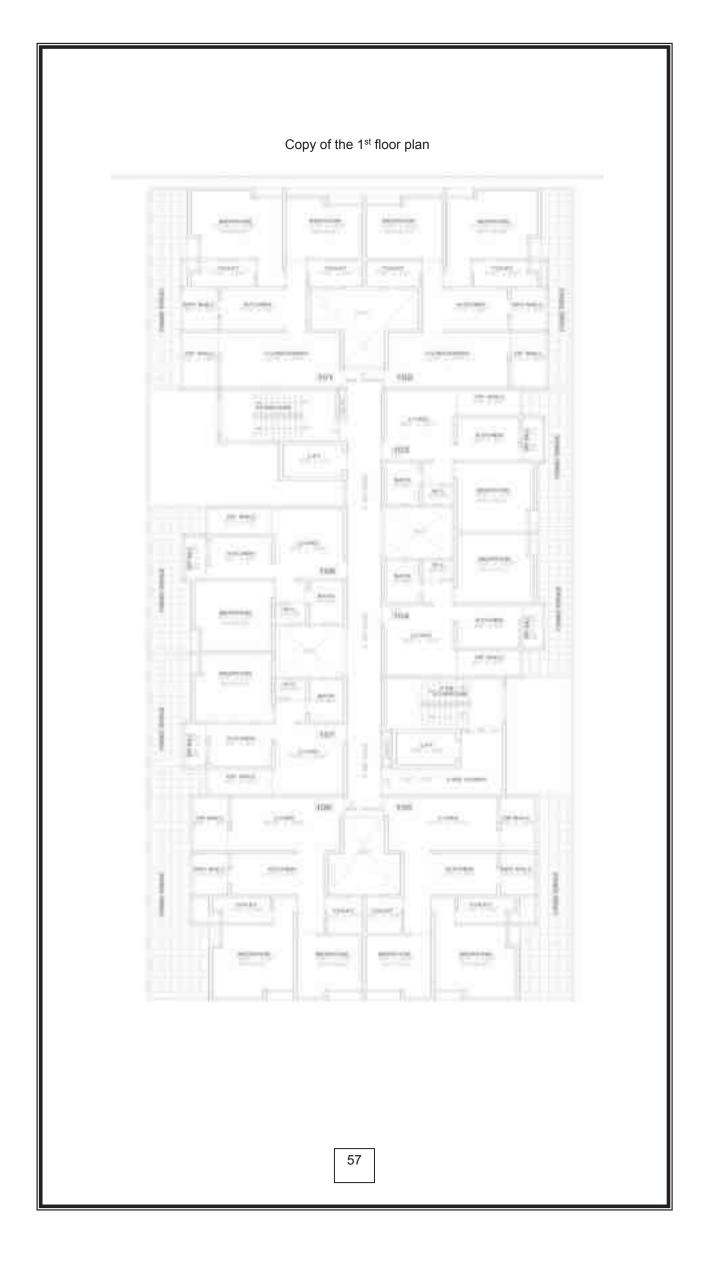
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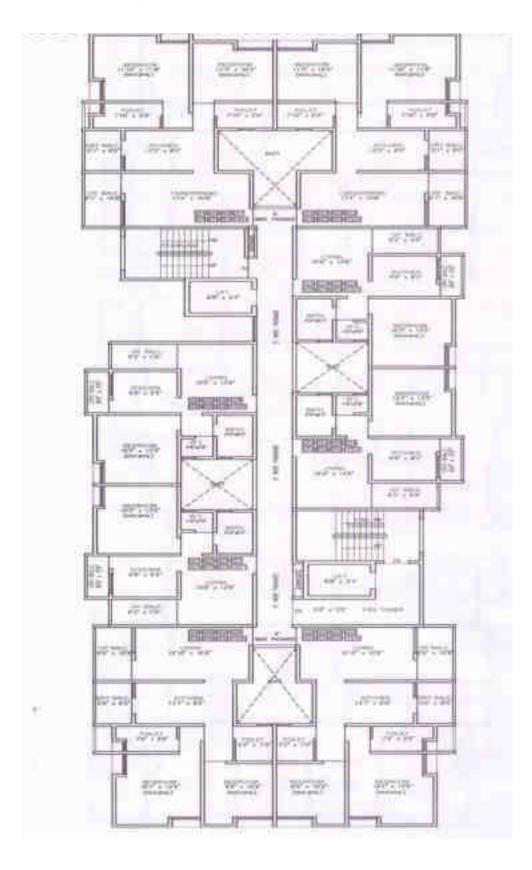
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Annexure "4B"

Copy of the 2<sup>nd</sup>,3<sup>rd</sup>,4<sup>th</sup>,5<sup>th</sup>,6<sup>th</sup> floor plan



(<u>†</u>)

# Annexure "5" Copy of the Commencement Certificate



# पुणे महानवर प्रदेश विकास प्राधिकरण, पुणे

# Pune metropolitan Region Development Authority, Pune

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# परिजिष्ट ' ज '

- म्यूर रक्तमाञ्चलंथ जारीच विकास व प्रीवृक्तम करने कंदरकाण प्रतीत.
- पार विकास प्रशासनी न प्रतिम प्रमाणका है एक वर्गांचा कामानगीकींगा अम्मान गर्गांग स्मृत्य रूपाई जनस्वतिहास विकीत प्रतिमानि काम प्रमाणकी न अम्मानगती मुक्तीकरण करन न केल्प्यम आहते गावानगी ने अम्मानक संगुद्धन नेवेत.
- 3) जन्मणाचा मंत्रणी ति. २४/४-२२१ मं.ट.मी. ४२११/१९ ने केन्द्रिय क्रीक्टीचे क्षेत्रको नकाव्यांन रहेर त्रांच जाग्या मानको / परिवारीयांना अस्त्रांत्र / विकासको जमीनातांकान पामाचा कारा कार्यक प्रतिक्षणणार्थ अधिर त्राह्म सम्बन्धी रूप्यात तेन आहे. याच आंग्येचे तर्वेक्टोच / इर्ट्यंचे अनुमाने अस्त्र प्रयानिका क्रीक्टी क्रॉक्टान कर / नक्यांचीन तार अस्त्रांचे त्रांचे मानको अनुमाने अस्तर / विकास / जीयन्त्रासक पंची राजीन, अर आंभी सांस्त्री / विकास, अनेतर / विकासका / वीवनात्रांका पाँचे माने अस्त्र बोक्टवरी अस्त्रिया सत्त्रा प्रकारतीहरी क्लिक अनुमेव स्त्राह्म व्या
- अस्तुमार अस्तिक अस्ति असरक क्रेस असरका तथा अर्थक / असेन्यात प्रदेश / असेन्यात प्रदेश ।
   अस्तुमार अस्तिक अस्ति असरक क्रेस असरका तथा अर्थक / असेन्यात प्रदेश ।
- (4) जाती वर्णन (करात प्रत्या व विनयन्त) अर्थनिया, १६०६ हा निर्माण प्राप्त आस्पात प्राप्त अधिवारणंत्र कर्माक्षील प्रत्यकर्मक अस्पात हों, (८०८) च्या स्ट्रेंग्स प्रत्यक्ति संस्था संस्था प्रत्यक्ति संस्था प्रत्यक्ति संस्था प्रत्यक्ति संस्था प्रत्यक्ति संस्था संस्था संस्था संस्था प्रत्यक्ति संस्था संस्था संस्था संस्था संस्था संस्था संस्यक्ति संस्था सं
- () विश्वविक्त वीम्बीका कार्याची विकास कर्म पूर करायदाची रखावन कर्मन तामांका करण पूर्व भीगांच्य सारायकपुर क्यांचन करने मेरे बंगामानक और सन्तु रेखायानपुरात ज्योगीत विभावत सारायांचा, पूर्वचारे मेरेक्स, राज्यांचे सेही, १८% यूनी जात रिम्बेक्स राज्यांचा मानि प्राप्त वाल को जान्या करेगाची कार क्षायांचा रेखांकर पूर्व मेड्ड करने को बंगामांचा रहीत. तता क्यांचा रेखांकराची तत अधिकारात हाता करने त्यांचे अधिक पृत्त केंद्र बेल्क्बांकाम बोचनाची क्यांचा माना क्षार वाल.

्योग प्रेस राज्य राज्यकात्राम अर्थात रात्री, ह्यापाला संस्त्र क्रोतिक स्वेतरेट राहे (तात करें) सभीत क्षेत्र राज्य सारमार्जीकसामामा अर्था प्रेसिट प्रेस्टिंग स्टालन सर्वीका विकास स्वेतर राज्य राज्योति कामध्ये प्राच्यत क्या अनुस्थित संस्थी संश्यो साथ कामध्ये विश्वकात संस्थित पूर्व ग्रीताम विश्वकात विश्वक अर्थ स्था स्था संस्था स्था प्राच्या आहे । अर्थाय आहे तीयाच्या प्राप्ति । प्राप्तिक वर्तिक विश्वक अधिकार्य । प्राप्ति स्था प्राप्ति स्था प्राप्ति स्था है अर्थ है अर्

- अपूर नवाता प्रतिक्तामां विदेशित ब्रोजनगण्युर पूर्वतः, पाणित व कर्युने मामनिक सेते प्रण्यात करिय स्थान व क्यों देशने आस्तरक प्रतिनः
- 43 मंत्रू स्थानस्थ्यं इंग्लेंस्ट स.सं. ६०वे श्रीत १४४८ तथ ची.सं. या प्रवर्तत संगता मृत्यूने वर्ता तथा स्थान इ.सं. गार्थेल क्षेत्रसम्बे इच्छेंस्कारणस्थ्यत्वे स्थान अर्थेन्द्रान्त्राचे स्थान चेत्रस व्यवस्था तथा स्थान स्थ
- क्षेत्रकार्यात पूर्वत व निर्दाशन इंटरकेट बारा प्रकार तीराव्य प्रक्राणी अनुनिर्व विभिन्न वारामार्थ पर्या प्रकार प्रतिन
- (r) इत्यांचे केन नामपोक्त इसे बातन असूरेंब प्रणानी अस्ति वास्तरात्त.

  ग्राह्मेंबार्याओंनांता पूर्वास बीजांत (पुरस्तवात को इस्तरात सात बाने बातवात राति।

  प्रणानों केला इस्तरात्ताते को बातवा बात उसकार बीजां प्रमान / पूर्व जंगोपूर स्थानिक प्रणानकों कोना जावता बात प्रशास को को को नाम गर्छ।

  सार्थ केलावात खोल
- (i) इसकोर्ड संद्र्य करणानुस्त कोप्यांतर्त प्रथमा पूर्व इतकांत्र की लागांत्र प्रणास प्रण पर प्र रेड पूर्वन वांत्राम केलाव प्रारंत्र कांग्राम लाग्यांत्र वांत्राम कांग्राम प्रारं कां
- १५) विकासकीत राजे, व मुले नाम संखे देवका प्र स्विक्तास्थ एवंकिन गरिवर प्राणिक पावन सर्वत्वात स्वीक्तान्त्रीत क्षेत्र वर्षे क्योंचा बाधावती तर्वत्र संगठना अधिकात्वात प्राणिक पृथे तथा कालाव प्राणित.
- (1) प्रश्नकर्तात (स्त्रे, प्रत्ये, पूर्वे अत्र प्रकृते अत्रेतातं ) विकासकरे (अतिवासकर्ता पुनर ) सर्वेतात् विवास अस्तर्वातं प्रत्ये अस्तर्वातं अस्ति अ
- (x) निर्मान क्षेत्रकारीन स्थापने संस्था व दर्व-इतु नेपालन्याच्या स्थापीत सामा । अस्य क्ष्य गाँ

- १६) निर्देशित संस्कारित होते. पृत्रीवर क्षण स्थापन स्थापन स्थापन स्थापन स्थापन स्थापन होते. पृथ्वित क्षेत्र के प्रार्थिक क्षण्य तर्ते / स्थापनी क्षेत्र स्थापना वर्तिकोत्तार प्रथ्य वर्णन प्रथ्य निर्देश स्थापन स्यापन स्थापन स्थापन
- (%) अमेरीन / क्योंक्याच्या नान्यव्यान्तरीत्व वेशीय प्रस्तत आस्ट सीच, अने श्रीवारी क्षत्रात सत्त रेगा जारी (प्रशासनो इक्ष) अस्तिकीत विकास स्थापन कर्मातीत पुरूद स्थापन कर्मा कर्मात्व राज्य सार्व देगा गार्वित नार असेच भी स्थाप केम्पने पुरंदर बसनाम स्थापी अस्ति होता । रिकास / जीवास्थ्य पानी सार्थन
- वित्त परिचार बीजन करमात्र नेप्र नवे त्यांत्र निरान्त्व यात्र प्रभ्य प्रशिक्ताहोत् करमात्र था.
- (4) प्रशास इंग्लिकारिकालर मेर्ने तमा क्रिकेट Stactural Design पूजा प्रथम करिए तिया । आपने प्रशास के विभाग के मुख्यापुत कोचे मंत्रीसाह सर्वत.
- (९) सनेता / विश्वास / अन्तिमाण्ड प्राणे दि १९०/२०११ अन्तरे विशेष्य प्रशासक जाँका सपूर से प्रशास (एक्स पर अनून प्रयोग्त विस्ता विद्याण गाँउ क्षेत्रक विश्वास प्रशास कर्म अन्ति स्थाप गाँउ प्रशास व्यूपोर्ट विश्वास विश्वास प्रशास अन्ति विश्वास / विश्वास ।
- (क) साम्म नाव तिवास दिवापकरोत्र कि. १६९६/२००८ के निर्मा के रिपेशी-४३००/ इत्तर एक ३५९७०/विकार पुत्र अर्थता / विकास / वीत्राव्यक व वार्ण्यतान की बावका नवापकों क्षांत्र अर्था की बावका नवापकों क्षांत्र अर्था की बावका नवापकों क्षांत्र अर्था की बावका की बावका नवापकों को अर्था अर्था के वार्ण्यतान की बावका की बावका नवापकों को वार्ण्यतान के अर्था अर्था की बावका की ब
- (१) विभागित इनार्गामार्थ / विश्वासार्थ्य अध्यक्षक अध्यक्षण विश्वयक क्रमणी त्रीक जाता ज्यांचा केताचा अध्यक्ष क्रमणी / वार्माचार्यते न केताचा वा इक्तमणी आधिक अध्यक्षित क्रमणी क्रमणार्थ (क्रमणार्थ क्रमणार्थ क्रमणार्य क्रमणार्थ क्रमणार्य क्रमणार्थ क्रमणार्थ क्रमणार्
- (1) जीन व मुक्त करण्यांत भार नांत क्यांत करेलां क्षेत्र क्षांत क्षां
- (1) नार जीनोर्ड होता ६०० कोडी कर कम बार, त्यापूर्व क्रमेंक १० कीडी शामाते एक क्रम बाराने एक त्याचा कार्य व जाते क्रमांड कार्य अपने प्रतिपाद / शिवास / श्रीतादात क्रमांड त्यांत.

# Annexure "5" Copy of the NA Order

क्रमान कृत्रकार मिरोद सामा पापा वि =८/०८/२००५ सेतील वर्ष २. मार्ग्यकारिकारी पूर्णनामान भारता वांधेकळ्यात आदेश आपार्णनामान १८०/२००५ वि २२,०१२,२००३ व इ.सीमारणीमानुस्थापन्।/२००३. वि २०/९०/२००३

ः मध्याम्याः समातमा,नगरप्रशा कृते व्यक्तिका व एक्ट्रविद्यानी सुर्व । गा.मुक्तिरस.न.भक्तिरम्,क.धन्तस्युरेशकः,दि स्थान्यरेश्वर

> व्यक्तिमानीय अधिकारी माठ्य व्यक्तिमान पुने वाचे पार्ट्यास्य व्यक्तिसान पुने वाचे पार्ट्यास्य व्यक्तिसान पुने वाचे पार्ट्यास्य व्यक्तिसान पुने वाचे प्रतिकार

विषयः नीतं सूत्त,ता.मुळशी कंबील श.न.५०/५,व्यीशः पृ.क.६ या जानेवरीत निवासी वापतसाती बध्यकाम प्रत्यानगीयास्त.

आयेग :-

कु अल्पना मिलिय सामात राहानार २/६८ विषक्त क्षी एम बी.रास्तानमानै शिवाजीमाके, दादर मुंबई-२८ वानी मोळे सुराजा मुलती क्षिति ५०/६ मधील १५.१६ क्षेत्र १८७ १३ वी.मी.मा आगेवर निकासी बावजाम प्ररामनती केलेबावर दि.०८/०८/२००५ रोजीती अप्तेन्दर्व किसी केलेबी अप्ते. विषवादित आगेवाजी मा प्रिव्हाधिकारी कृषिमहसून गामा। अनेकदील आदेश कार्याभार/५८/२००३ वि. ६८/५०/२००५ अन्वये यावृत्तीय अकृष्यिक प्रशासनी कार्याभार प्रस्तान कर्मी कृताल बावजान प्रशासनी विकासकारी क्रिकेटी केलेबी आहे.

अर्थदात यांनी सादर केलेले. इसारत ब्रह्मकाम आराधकवांबावट गा.सस्तवाण सावातक,नग्दरका। पूर्वे व्यवेकदील क्र.एनएबीपी/भी.सुस/ता.मुक्रामी/स.नं वर्णे सस्तपृंदर्भक्ष, दि.२४/५४/२००५अन्वर्थ अर्थदार यांनी सादर केलेले ब्रह्मकाम सकार्थ । स्टब्स केलेक्स बदलाजमाने खळ्मील लटी व व्यक्ति। अधिन शहर मजुर अर्थिश हरकत स्टब्स को अभिदास दिले अर्थेक.

मा विभागीय आयुक्त पूर्ण विभाग पूर्ण सावेकारीस परिचार कराता सह रोगरीन रेक्ट्स (श्रीकार करावेकार) है, 22/64/2003 हन्यते विशेषण मुख्यानुसाम विभागित सावेकार मुस्यादम कुलकार्य मानशे असीन करात कारण मानेया कारण देने कायुगांची क्या के महानेकार जन्मिर यानी परिचारत व वर्गीयत्र करून दिले आहे. शरीव आर्थाप कारी इन्होंका सत्तर वाना परिचारत व वर्गीयत्र करून दिले आहे. शरीव आर्थाप कारी इन्होंका सत्तर वानामा प्रशासी मानेकचे मरलेखा पाळीची प्रश्

स्त्रकार्धी इस्तिकारीय अधिकारी, साइक स्वयंगिया पूर्व गांवा गांवापुर अस्ति स्त्रपुर अधिनेवार व्यवह वे व्यवधा १५ अन्ति अस्तिका अधिकारामा वापर १९२२ वारावार वाणि श्रेष्ट्र अधिनेवा स्वयंगिता वापरात बदल व व्यवस्था स्वयंगा । विकास वहार वा विकास स्वयंगात अस्तिक स्वयंगात प्रावधिक निर्माण व वापर वा ्रेड में करन १८ बन्धरे अर्थदार यांचा मीते चुच,हा.मुक्त्री केरिल स.म.१६/५. मृज्य, नहींक १८४.१६ मी.मी. केळालाडी सीमाच्या बळवाम देखांकतात निवासी कार्य-जन्मती वालील बटी ह अर्थीवर मनुसी देश आहे. अटी व शती -

गोष्ठागांकित जानेचा व निर्मातिक इमारतीया माप्त एका रविवक वापरामाधी करण्यात.
 गाथा म बङ्गातान समुर नामकाप्रमानी अकाय.

- व्यास्त्रका सकातावर वर्धविक्ताममार्ग नियोजित बन्धवानापासून पुळील,नार्गात व बाजूबी अग्नरे प्रवक्तात वार्गवर असती पांडेजेत व त्याकातीत जाग्र कारम खुली देखवी.
- ३ निशोणित बांगकणाचे मूखकारील अस्तित्वातील अन्य कांग्रकण गरून एट्टन क्षेत्र मूखकाम्य निराम क्षेत्रच्या नकांग्रात दर्शकिते इतके प्रत्यक्ष आमेकर कमाल दर्शिके प्रतिने व्यक्ति आमेकर कमाल दर्शिके पाहिले.
- ४ निमेरिक बोज्जामातील मजल्याची संख्या मजाणवर दार्विक्याचेश जास्त अस् नवे
- नियोजित इमारतींसाठी आव्यवक असगान्या पाम्याची सोध व साहणाधाची व मैंना निर्मुतमाची पातला नकरवास प्राथम वास्तपूर्वी अर्थदाराने केली पहीले.
- मिश्रोजित संस्थानात मनुरीनेता येगने बदल करायवाचे असल्यल किया सम्ब बदलावायाया असल्यास पूर्व परवलगी पेगे कामस्थक अन्ते.
- जानेका ह्रदीक्षेत्र व मालगी हक्कत्वी सात्री सर्जदाराने करावताची आते. यानावा शारी बाद निर्माण झालेस स्वास अर्जदार जनाबदार राहतीत.
- ८ एकाम, अयुक्तिल यासाठी ठेवलेल्या खिळळवाचे क्षेत्र है त्या संबंधित खोलीचा क्षेत्रस्था ५/८ वेदा कमी अस् नये.
- निर्धारित सम्बागमुको मुस्तावर असलेल्या क्षेणण्याती वित्यादीचे हक्कारण भग शोगार नाही वाची ज्याबदारी आर्थदार/मालवाने घेताली पहिणे.
- नकाशादीत क्षेत्रची परीनगमेतील गणितीय चुका था आगेवरील सादा वेकेला संबद्धानासम्बद्धी संबंधित वास्तुतिकरी सर्वस्ती सम्बद्धार राहतील.
- १९.मा.जिक्साविकारी,पुगे(महसूल साम्बा) यात्रीककश्रील आदेश क.पीआरच/ ए-मएस्ताबर / ८०/२००५.वि.२२.०९.२००३ व क.पीआरचर्ग्समएस्साबर्ग्यः/२००३.वि.१०/१०/२००३ चे आदेशानीस इतर अटीचे पातम करणे अर्जवारावर बंधनकारक राहीस.

अर्राहत सभी साहर केहोती मा<u>हीती</u> खोटी आणा दिशामूल करणारी

आहळात्यास सहस्यो वस्थानमी स्ट समक्ये अस्ट क

त्वावम्हरीय अधिकारी

पतः कुञ्जलमा मिलिद सामंतः राज्यान-अन्द्रा<del>विकारः द</del>िनाची राज्यानी, विवारतीयाके द्वादर, मृत्युं २८

परः शर्मागावार मुक्ती योचेकदेश गाहिती व योग्य त्या वार्वधाहीसावी यतः सहायातः संधानक नगररकता,२७६ गाहासा यतः दुर्ग-३८ वार्वकदेश माहितीसाठीः

64

# Anne xure "7" De tails of the said Premises

(A)	Flat	No.	401		
(B)	(i)	Carpet area of the said Premises	64.90 square metres		
(C)	Floo	r	4th		
<b>(D)</b>	Usa	g e	Re sid e ntia l		
<b>(E)</b>	Exc	usive rights to use:			
	(i)	Adjacent Open Balcony (collective)	8.54 square metres		
	(ii)	Puzzule Mechenical Car Parking	9 square metres bearing		
		Space	No/s. 7.		

In the Project known as "Blue Roof Sera" being developed or developed on the said Land described in the First Schedule herein written and the said Premises is bounded as follows:-

On or towards the East : By Flat No.402
On or towards the West : By internal Road
On or towards the North : By internal Road
On or towards the South : By Staircase and Lift

(PROMOTERS)

## **DECLARATION**

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

PURC HASER/S)

1.	

Anne xure "8"

# De tails of the installment of the payment of the consideration by the Purchaser's to the Promoters

		Amount	Partic ulars
a)	10%	Rs. /-	Paid by the Purchaser's to the Promoters prior
			to the execution of this Agreement.
b)	9%	Rs. /-	Agreed to be paid by the Purchaser's to the
			Promoters within 2 (two) days from the date
			of e xe c ution of this Agreement.
c)	01%	Rs. /-	To be deducted as TDS by the Purchaser's
			under the Income Tax Act and agreed to be
			deposited by the Purchaser's with the
			concerned authority.
d)	10%	Rs. /-	Agreed to be paid by the Purchaser's to the
			Promoters on the completion of plinth of the
			said building in which the said Premises is
			situa te d .
e)	10%	Rs. /-	Agreed to be paid by the Purchaser's to the
			Promoters on the completion of 2nd slab
			above the plinth of the said building in which
			the said Premises is situated.
f)	10%	Rs. /-	Agreed to be paid by the Purchaser's to the
			Promoters on the completion of 4th slab
			above the plinth of the said building in which
			the said Premises is situated.
g)	7.5%	Rs. /-	Agreed to be paid by the Purchaser's to the
			Promoters on the completion of 6th slab
			above the plinth of the said building in which
			the said Premises is situated.
h)	7.5%	Rs. /-	Agreed to be paid by the Purchaser's to the
			Promoters on the completion of 8th slab
			above the plinth of the said building in which
			the said Premises is situated.
i)	7.5%	Rs. /-	Agreed to be paid by the Purchaser's to the
			Promoters on the completion of 10th slab
			above the plinth of the said building in which
			the said Premises is situated.
j)	7.5%	Rs. /-	Agreed to be paid by the Purchaser's to the
			Promoters on the completion of 12th slab
		ļ	ı

			above the plinth of the said building in which
			the said Premises is situated.
	10%	Rs. /-	Agreed to be paid by the Purchaser's to the
			Promoters on the completion of Brickwork the
			sa id Pre m ise s is situa te d
k)	5%	Rs. /-	Agreed to be paid by the Purchaser's to the
			Promoters on the completion of Floor ting,
			kitchen tiling, and Bathroom tiling the said
			Pre m ise s is situa te d.
1)	05%	Rs. /-	And other balances/dues against and at the
			time of handing over of possession of the said
			Premises to the Purchaser's on or after
			receipt of Completion Certificate, whichever
			is e a rlie r.
		Rs. /-	TOTAL

### Annexure "9"

### Amenities and Specifications

### Kitc he n

- Granite kitchen platform.
- Dado tile sup to lintel level in kitchen.
- Waterpurifier in kitchen.
- Granite window sill.
- Concealed UPVC/CPVC plumbing.

### Flooring and Wall finish

- 800 X 800 mm Vitrifie d flooring for flats.
- 600 X 600 mm Vitrifie d flooring for passages.
- Antiskid flooring for bathroom and terrace.
- Internal OBD Painting (Oil Bound Distemper).

### Te rra c e

- Antiskid flooring for terrace.
- M.S. Railing for safe ty.
- Aluminum sliding Door.

### Doors

- Granite frame for to ilet doors.
- La minated plywood door frame.
- Flush doors with laminate on both side.
- Digital Lock For Main Door
- Video Door Phone

# Windows

- Granite window sill.
- Powdercoated a luminum sliding windows with mosquito net.
- $\bullet \quad \text{M.S. sa fe ty g rills for wind o ws (not for to ile t wind o ws)}.$

# Bathrooms

- Anti skid flooring for bathrooms.
- Dado tile sup to linte l le ve l.
- Aluminum openable windows with provision of exhaust fan (fan not included).
- Jaguarorequivalent brand Bathroom fittings.

# Ele c tric a l

- Concealed electrical wiring.
- Each flat with ELCB (Earth leakage circuit breaker) for safety.
- Washing machine point in dry bak ony.
- Inverter point (one point).
- A.C. point in living room and master bedroom for 2BHK
- A.C. point in bedroom for 1 BHK

- Pro visio n o f e xha ust Fa n (fa n no t inc lud e d).
- TV and telephone points in living room.

### Amenities Features

- Open gym on top terrace.
- Children's Play Area.
- Terrace Garden.

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### Key Features

- Wi-Fi c o nne c tio n.
- Gate with security cabin.
- Paved intemal mad.
- Gensetbackup forcommon area.
- Fire fighting system for building.
- So larwaterheater.
- Waterpurifier in kitchen.

### Note: -

- 1. The aforesaid specifications and amenities are general and will be provided in the said Premises as suitable in Premises. In case any particular amenity or item or brand or its colour is not easily available or has been discontinued or has reports of malfunction or the Promoters have any reservation as to its quality, then in such a case the Promoters shall have a sole right to put up another other amenity or item or brand or colour, which is similar to (in costs and usage) to the agreed one.
- 2. Any additional specification or work will be charged extra by the Promoters. No rebate will be given for cancellation or omission of any item or amenity.
- 3. The Promoters reserve the right to a mend /add/delete the a foresaid specifications and a menities and also to change the elevation, colorscheme, without notice to the Purchaser's.

## Annexure "10"

### General Rules

### Ve hic le Access

- No taxis, rickshaws or similar vehicles will be allowed in the project. School bus and similar vehicles not allowed inside the project exception to this is medical emergency vehicles which must be allowed without delays.
- No pick up and drop off vehicles like call center vehicles allowed in project.
- ID tags for maids, vendors and regular society staff is compulsory which they must wear while on project and making entry and exit at security desk.
- Residents must cooperate with security agency's requests for identifying themselves.

### External walls, attached ternaces/balconies etc:

- No pots on the terrace/bakony/window walls for safety and a esthetic reasons. The mud-stains from the se pots ruin the exterior paint.
- No to put up or store pots, shoe-racks, decorative articles etc. in the common lobbies and common walls. All common areas must be kept free of personal belongings.
- No hanging of clotheson terrace/balcony/window railings and walls.
- Windows or wall mounted air condition units will not be allowed.

  Provisions for split A/C units are provided and such units must be mounted on designated spaces only after society approval in writing.
- No modification of exterior including terraces, balconies, walls and windows.
- Major electrical modifications like installing inverter for power backup will be allowed only after consultation and approval from our electrical consultant.
- Waterheaters using gas will not be permitted.
- No fixtures on external walls like wall hung pots, ceiling hung swings/potsetc
- Common Satellite dish to be installed.
- No Awning and shades on the terraces or façade of building are not allowed.

# Renting / leasing / sub letting

• Renting or subletting to students or persons for hostely group living purpose. Such group livings have known to create problems in many societies in form of nuisance values and security compromise.

# General Hygiene and Safety

- Attached terraces and balconies are designed with specific load calculations. Do not use them for storage purpose.
- Pets cannot be taken out of project for defecation/urination purpose.
- No smoking in common areas like clubhouse, staircase lobbies, foyer, parking areas, etc. No consumption of alcoholorany like substances in the common areas.
- Driving speed on internal roads not to exceed 20 km/hr.
- Follow all the driving signs in the complex
- To buy individual portable fire extinguisher type ABC (multipurpose) and keep it handy in your kitchen for your own safety.

### Waste Management:

- Garbage collection timings are restricted from 7.00AM to 10.00 AM due to hygiene reasons.
- Mandatory to segregate Wet and Dry garbage.
- Residents to segregate recyclable items like paper, aluminum and metal cans, glass bottles/jars etc.

### Inte mal Modific ations:

• Internal changes are best carried out while your premises is under constructions. You will be given sufficient time to request such changes. A separate guide line relating to internal changes is available with engineer-incharge of the site. If you ever decide to do any changes in your premises after it has been handed over to you it is very important that you use well qualified and skilled agency to do such modifications again keeping the guide lines in mind. A poorly executed job may lead to more problems for you, your neighbors and complex.

# Anne xure "12" Re ra Re g istration C e rtific a te



# Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C' Enter the final

This registration is gramed under section 2 of the Act to the following project under project repetition runties; 952466744202

Project BLUE ROOF SERAFtel Searchy CTE | Survey | Final Plot No. SR, NO. 30/VI TO NV1/Nor Bus, Mintelle, Final, 411031

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  - The potentiar shall assent to register a conveyance shed in forms of the planter or the assentiate of the sinders, so the case may be, of the spactners or the common areas as per Rule 1 of Maturators Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of interest and Development or Weinley Rates, (207)
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- The Engintedion shall be valid for a period community thin 2000/0000 and entiring with 3845/0022 colors
  entered by the Mahazantha Roal Disale Englancey Authority in accordance with section 6 of the Act read with
  take 6.
- The promoter and comply with the provisions of the Act and the rules and requisions made there undo:
- That the promoter shall take all the pending approvals from the competent sufferties.
- If the above trentomic contains are not fulfied by the promote. The Authority may take receiving exploring the repetition granted healer, as per the Author takes and regulations made there under

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Date: 1615/2920 Pron: Mantai Significant see of the Automobil Office: Managing Real State Registry Automy

Annexure "12"
Pan Copy of the of the Promoters







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- सामान्य माणसाचा अधिकार

