

AGREEMENT FOR SALE

Articles of Agreement made at MUMBAI this ____day of _____ 20__/_ between M/s ROHAN GRUH NIRMAN a proprietary concern of Rohan Narendra Sodhi having his office at 1, Yashodhan, RamdasSutraleMarg, Chadaverkar X Road No.1, Borivali (W). Mumbai – 400092 hereinafter referred to as **‘Developer’**(which expression shall mean and include his/their heirs, executors, administrators and representative unless it be repugnant to the meaning or context thereof) of the **FIRST PART**.

AND

Mr/Mrs. _____,Aged____R/o.

_____ hereinafter referred to as **‘PURCHASER’** (which expression shall mean and include his/their heirs, executors, administrators and representative unless it be repugnant to the meaning or context thereof) of the **SECOND PART**.

WHEREAS **Mr. SANTOSH KACHRU GAIKWAD, Mr. PARESH KACHRU GAIKWAD, Sou. KUSUM MADHUKAR GAIKWAD, Sou. LALITA PANDHARINATH SATPE, Ms. SUJATA KACHRUGAIKWAD & Ms. MANISHA KACHRU GAIKWAD, All Adults,** are the absolute owners of Immovable land property situated at Survey No. 40/1,40/3& 38/3, located at Village Mauje Belavili, Badlapur, Tal. Ambernath, Dist. Thane.

AND W H E R E A S **Sou. KUSUM MADHUKAR GAIKWAD, Sou. LALITA PANDHARINATH SATPE, Ms. SUJATA KACHRUGAIKWAD & Ms. MANISHA KACHRU GAIKWAD** by virtue of a Deed of Relinquishment (HakkasodhPatr), dt. 18.10.05, executed before the Sub – registrar Ulhasnagar - 2, have Relinquished their right in favour of **Mr. SANTOSH KACHRU GAIKWAD, Mr. PARESH KACHRU GAIKWAD**, Both Adults R/o Bhim Nagar, Belavili, Badalpur, Tal. Ambernath, Dist. Thane, vide registration no. 3719/05, dt.18.01.05.

AND W H E R E A S by virtue of the Powers conferred by Sou. KUSUM MADHUKAR GAIKWAD and others by way of Relinquishment Deed dt. 18.01.05, both **Mr. SANTOSH KACHRU GAIKWAD, Mr. PARESH KACHRU GAIKWAD**, has become the absolute owners of the said landed property and accordingly they had the powers to deal with

AND WHEREAS, **Mr. SANTOSH KACHRU GAIKWAD, Mr. PARESH KACHRU GAIKWAD**, who got no knowledge of Development and/or Construction of Properties, and moreover they didn't had any finance for Development, hence they approached the M/s SIDDHARTH DEVELOPERS, Mumbai, to develop the above referred Property, which is more specifically mentioned in the Scheduled I hereunder further referred as "THE SAID PROPERTY"

AND WHEREAS, Both **Mr. SANTOSH KACHRU GAIKWAD, Mr. PARESH KACHRU GAIKWAD** R/o Bhim Nagar, Belavili, Badalpur, Tal. Ambernath, Dist. Thane has conferred their rights in favour of M/s SIDDHARTH DEVELOPERS in respect of Survey No. 40/1, Area admn 0-40-0, Survey No. 40/3, Area Admn. 0 -23-0, and Survey No 38/3, Area admn 0-06-6, totaling to 0-69-9 i.e. 6990 sq.mtrs. located at Village Mauje Belivali, Badlapur(E) hereunder further referred as "THE SAID PROPERTY" Tal. Ambernath, Dist. Thane, (by and through Development Agreement dated 21/10/20005, duly registered before the Sub- registrar Ulhasnagar -2, vide registration no. 3787/05, and also by virtue of an Irrevocable General Power of Attorney dated 21/10/2005, registered no. 3788/05.

AND accordingly by virtue of the said Development rights is sufficiently entitled is sufficiently entitled to deal with the Said Property as per their wish and desire.

AND WHEREAS M/s SIDDHARTH DEVELOPERS by virtue of the development rights submitted a plan for seeking permission, to construct a buildings on the said property by moving an application before the Kulgaon Badlapur Nagar Parishad, Badlapur (E), and accordingly the chief Officer Kulgaon Badlapur Nagar Parishad, Kulgaon(E), vide out word no. **BNP/NRV/902-136**, dated 17.12.2005 issued permission for construction of the buildings as per the plans submitted.

AND WHEREAS M/S SIDDHARTH DEVELOPERS as developer got sanctioned the plans for the Said Property from Kulgaon Badlapur Municipal Council vide BNP/NRV/902-136, dated 17.12.2005 and M/S SIDDHARTH DEVELOPERS constructed a building on the PLOT A as per sanctioned plan and sold the units to the respective buyers and has already handed over the possession and whereas PLOT B also referred to as "THE PART

OF THE SAID PROPERTY” more particularly described in the SCHEDULE II is lying vacant and ready for development

AND WHEREAS by virtue of Registered Development Agreement dated 12th June 2012 having receipt no 6080 and Also IRREVOCABLE POWER OF ATTORNEY executed by Mr. Rajkumar Kushwaha in favour of ROHAN NARENDRA SODHI Prop. Of ROHAN GRUH NIRMAN , the Party of The First Part vide Registered agreement dated 12th June 2012 having receipt no 6081 have sold the right, title and Interest to M/S ROHAN GRUH NIRMAN the party of The First Part in the survey no 40/3, Belawali , Badlapur, Thane more particularly described in SCHEDULE II hereunder referred to as “Part of the Said Property” on the terms and conditions therein.

AND FURTHER WHEREAS Supplementary Development agreement dated 30th August 2012 attached hereunder as ”Supplementary Development agreement” between the Developer hereunder and M/S SIDDHARTH DEVELOPERS modified certain Terms and Conditions of the Development Agreement dated 12th June 2012 .

AND WHEREAS M/S SIDDHARTH DEVELOPERS has got the sanction of the plan on behalf of the developer herein referred as the PARTY OF THE FIRST PART vide bearing Sanction No.KBN/NRV/BP 828-116 and further got Commencement Certificate no under same file

AND WHEREAS the party of the SECOND PART/PURCHASER has taken inspection of the all documents and other records and is fully satisfied and conversant with the terms and conditions contained therein;

AND WHEREAS the party of the SECOND PART/ PURCHASER is desirous of acquiring a Flat/shop in the said building known as “**SIDDHARTH APARTMENTS**” bearing distinctive No. _____ admeasuring area _____ sq.ft carpet+ _____ Terrace area (carpet) = Total area _____, shown on the plan, and which is seen and approved by the party of the SECOND PART?PURCHASER; (plan attached).

AND WHEREAS in pursuance of the said Development Rights the Developer has obtained revised building permission under Sanction No.KBN/NRV/BP 828-116dated 2011-12

AND WHEREAS the said property is duly converted to non agricultural use under the order issued by Collector, Thane under No MSUL/1/T-14/NAP/SR-10/2006 dated 11th August 2006.

AND WHEREAS Developer in terms of the above said sanctions and permissions is well and sufficiently entitled to develop the said property.

AND WHEREAS in pursuance to the sanctioned plan the Developer has commenced the construction work on the said property;

AND WHEREAS the Developer declares that the above referred agreement, permissions and sanctions are still, subsisting and completely in force.

AND WHEREAS as per the above recited agreements and permissions, the Developer is entitled to develop the said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the residential flats / units constructed in the building on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof and upon such disposal of the residential flats / shops / office / units to convey the said land together with the building constructed thereon in favour of the cooperative housing society of all those several persons acquiring the respective flats / shops / units. AND WHEREAS the Developer has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in Annexure 'F';

AND WHEREAS the Developer has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Developer has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Developer on the project land and to enter into Agreement/s with the Purchaser(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Purchaser, the Developer has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer's Architects Messrs Samarthya Engineers and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Developer, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Developer to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Developer and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as Annexure D

AND WHEREAS the Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Developer has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Purchaser has applied to the Developer for allotment of an Apartment No. onfloor in wing ____ situated in the building No. being constructed in the _____ phase of the said Project,

AND WHEREAS the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the apartment.

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

AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the Developer a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Developer to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Developer the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Developer has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no.:

AND WHEREAS, under section 13 of the said Act the Developer is required to execute a written Agreement for sale of said Apartment with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable)

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

AND WHEREAS while granting the permission and sanctioned plans the Municipal / Planning Authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said property and upon due observance and performance of which only completion and/or occupation certificate in respect of the new building shall be granted by the concerned local authority.

AND WHEREAS the Developers expressed their intention to dispose off the flats / shops / tenements / galas and garages etc., in the proposed scheme of construction known as "**Siddharth Apartments**".

AND WHEREAS prior to making offer as aforesaid as required by the provisions of the Maharashtra Cooperative Societies Act, 1960 (Maharashtra Act No. XXIV of 1960-) the Purchaser has made a declaration to the effect firstly that neither he the Purchaser nor the members of the family of the Purchaser own a tenement, house or building within the limits of the registration district and sub-registration district mentioned in the schedule hereunder appearing.

AND WHEREAS the Developer has accepted the said offer made by the Purchaser.

AND WHEREAS the Purchaser has examined and approved of the building and floor plans the nature and quality of construction fittings, fixtures, facilities and amenities provided / to be provided thereto as per the general specifications as well as the restricted and common facilities and amenities.

AND WHEREAS the Purchaser has seen the site of the building and the work of construction of the said building being in progress and is satisfied with the quality of the work and has approved the same.

AND WHEREAS relying upon the said aforesaid representations, the Developers agreed to sell the Purchaser a Flat / Shop / Other Unit at the price and on the terms and conditions herein after appearing.

NOW THIS PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Developer shall construct the said building/s consisting of ground/ stilt, , and Seven upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Developer shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Apartment of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1. a (i) The Purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser Apartment No. of the type of carpet area admeasuring sq. meters on floor in the building "SIDDHARTH APARTMENT" _____/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure C-1 and C-2 for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser garage bearing Nos ____ situated at _____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs. _____/-

(iii) The Purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser covered parking spaces bearing Nos

_____ situated at _____ Basement and/or stilt and /or _____podium being constructed in the layout for the consideration of Rs. _____/-.

1(b) The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs._____-/-

1(c) The Purchaser has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (9%) as advance payment or application fee and hereby agrees to pay to that Developer the balance amount of Rs(Rupees.....) in the following manner :-

i. Amount of Rs...../- (.....) to be paid to the Developer after the execution of Agreement

ii. Amount of Rs...../- (.....) to be paid to the Developer on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. a) Amount of Rs...../- (.....) to be paid to the Developer on completion of the First Slab

b) Amount of Rs...../- (.....) to be paid to the Developer on completion of the Second Slab

c) Amount of Rs...../- (.....) to be paid to the Developer on completion of the Third Slab

d) Amount of Rs...../- (.....) to be paid to the Developer on completion of the Fourth Slab

e) Amount of Rs...../- (.....) to be paid to the Developer on completion of the Fifth Slab

f) Amount of Rs...../- (.....) to be paid to the Developer on completion of the Sixth Slab

g) Amount of Rs...../- (.....) to be paid to the Developer on completion of the Seventh Slab

h) Amount of Rs...../- (.....) to be paid to the Developer on completion of the Eight Slab

iv. Amount of Rs...../- (.....) to be paid to the Developer on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs...../- (.....) to be paid to the Developer on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs...../- (.....) to be paid to the Developer on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..

vii. Amount of Rs...../-(.....) to be paid to the Developer on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../-(.....) (100%) against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer by way of GOODS AND SERVICE TAX, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer) up to the date of handing over the possession of the [Apartment/Plot].

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1(f) The Developer may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ 12% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser by the Developer.

1(g) The Developer shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Developer shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Purchaser authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Developer to adjust his payments in any manner. Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

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

2.2 Time is essence for the Developer as well as the Purchaser. The Developer shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Developer hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Developer has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developer has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.

4.1 If the Developer fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Purchaser, the Developer agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Developer, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Developer

under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Developer.

4.2 Without prejudice to the right of Developer to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Developer shall at his own option, may terminate this Agreement: Provided that, Developer shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Developer.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Developer in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Developer shall give possession of the Apartment to the Purchaser on or before..... day of20____. If the Developer fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Developer received the sum till the date the amounts and interest thereon is repaid. Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of-

- (i) War, civil commotion or act of God ;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 **Procedure for taking possession** - The Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the

agreement shall offer in writing the possession of the Apartment to the Purchaser in terms of this Agreement to be taken within 1 one month from the date of issue of such notice and the Developer shall give possession of the Apartment to the Purchaser. The Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser agree(s) to pay the maintenance charges as determined by the Developer or association of Purchasers, as the case may be. The Developer on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Purchaser shall take possession of the Apartment within 15 days of the written notice from the promoter to the Purchaser intimating that the said Apartments are ready for use and occupancy:

7.3 **Failure of Purchaser to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Developer as per clause 8.1, the Purchaser shall take possession of the [Apartment/Plot] from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the [Apartment/Plot] to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 8.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Developer any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act.

8. The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop/godown for carrying on any industry or business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Purchaser along with other Purchaser(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Developer may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in,

sign and return to the Developer within seven days of the same being forwarded by the Developer to the Purchaser, so as to enable the Developer to register the common organization of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Developer shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lesser/Original Owner/Developer and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Developer shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lesser/Original Owner/Developer and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Developer to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Developer such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Developer provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Purchaser to the Developer shall not carry any interest and remain with the Developer until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developer to the Society or the Limited Company, as the case may be.

10. In addition to the consideration as mentioned hereinabove the Purchases/s shall pay and/or deposit with the Developers a cheque in favour of M/S ROHAN GRUH NIRMAN the following deposits and expenses

- i) Towards Co.op Society Share money and entrance fee Rs 2100/-
- ii) Towards Society Registration Charges Rs 2500/-
- iii) The Deposit for Municipal Taxes and other outgoings
in respect of the said Residential/Commercial unit for
a period of 12 months from the date of possession.

iv) Water meter Deposit and installation charges Rs 2500/-

v) Electric Meter Deposit and installation charges Rs 8000/-

Expenses

i) Towards cable Rs 2000/-

ii) Betterment Charges/Development Charges Rs

11. The Purchaser shall pay to the Developer a sum of Rs. 5000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the Developer in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser shall pay to the Developer, the Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser shall pay to the Developer, the Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer hereby represents and warrants to the Purchaser as follows:

- i. The Developer has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
 - iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
 - v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing 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 Project, project land and said building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
 - vi. The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
 - vii. The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Purchaser under this Agreement;
 - viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of Purchasers the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;
 - x. The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developer in respect of the project land and/or the Project except those disclosed in the title report.
14. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Developer as follows :-
- i. To maintain the Apartment at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Developer to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Developer and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Developer within fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or

other public authority, on account of change of user of the Apartment by the Purchaser for any purposes other than for purpose for which it is sold.

- ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the Developer under this Agreement are fully paid up.
- x. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Purchaser shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Purchaser shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Developer executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such [Apartment].

18. BINDING EFFECT:

Forwarding this Agreement to the Purchaser by the Developer does not create a binding obligation on the part of the Developer or the Purchaser until, firstly, the Purchaser 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 and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developer. If the Purchaser(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever after deducting relevant charges incurred by the Developer. IF the Purchaser intends to cancel this agreement with having good and reasonable grounds, he / she shall give written application to the Developers and on cancellation of the agreement he / she shall give six months period to the Developers within which period the Developers shall arrange to refund the moneys collected by them on account of the installments of the said premises without any interest. The Developers shall forfeit the 30% of the total amount received from the Purchaser as and by way of liquidated damages, while repaying the money paid by the Purchaser.

19. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the 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.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartment in the Project.

24. FURTHER ASSURANCES:

Both Parties 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 for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at .

26. The Purchaser and/or Developer shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

27. That all notices to be served on the Purchaser and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Developer by Registered Post A.D **and** notified Email ID/Under Certificate of Posting at their respective addresses specified below: Name of Purchaser

(Purchaser's Address)

Notified Email ID: _____

M/s Developer name

(Developer Address)

Notified Email ID: _____

It shall be the duty of the Purchaser and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Purchaser, as the case may be.

28. JOINT PURCHASERS:

That in case there are Joint Purchasers all communications shall be sent by the Developer 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.

29. **Stamp Duty and Registration :-** The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser.

30. **Dispute Resolution :-** Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

31. GOVERNING LAW:

That 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 and the _____ courts will have the jurisdiction for this Agreement

32. The Developer hereby agree to observe perform and comply with all the terms, conditions, stipulations if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter.

33. The Developer hereby declares that the Developer is well and sufficiently entitled to use, utilize, avail and consume the benefits and increases in Floor Space Index and transferable development rights on the said property as may be permitted and approved by the Municipal authorities during the course of construction and shall have the maximum use, utilization and consumption of the potentiality thereby constructing additional flats/units and the Purchaser herein has granted his / her express and irrevocable consent for the same and the Purchaser herein

34. Along with the other purchasers in personal capacity or in the capacity as the member of the cooperative housing society or any corporate body as the case may be will not raise any objection/hindrance and will render sincere cooperation for the Developer to consume and avail the T.D.R./Fungible FSI and complete the additional construction as per the plans and permissions granted by the Municipal Council or any concerned body as shown in the layout proposed and annexed herein.

35. The Developer hereby agrees that they shall make out clear and marketable title before handing over the possession of the premises to the Purchaser and in any event before the execution of the Conveyance of the said property in favour of a Corporate Body by M/S Siddharth Developers through its proprietor Rajkumar Kushwaha to be formed by the purchasers of the Flats / Shops / Other Unit in the building to be constructed on the said property and ensure that the said property is free from all encumbrances and that the Developer has absolute, clear and marketable title to the said property so as to enable him to convey to the said Society such absolute, clear and marketable title on the execution of a conveyance of the said property in favour of the said Society.

36. The Developers hereby declare that the said property is not subject to any mortgage, charge, lien or any other encumbrances whatsoever.

37. The Purchaser shall at their costs carry out all internal repairs to the said premises and maintain the same in good condition, state and order in which the same was delivered by the Developers and shall not do or suffer to be done anything in or to the building in which the said building or to the said premises, which may be against the rules, regulations and bye laws of the concerned local authority" and/or public authorities and the Purchaser shall be responsible to the concerned local authorities and or the other public authority for anything so done in connection with the said building and/or the said premises and shall be liable for the consequences thereof.

38. The Purchaser shall not at any time demolish or cause to be demolished the said premises or any part thereof nor shall at any time made or cause to be made any additions or alterations of whatsoever nature to the said premises or any part thereof or any alterations in the elevation and outside colour scheme of the said premises and shall keep the partition walls, sewer, drains, pipes in the said premises an appurtenances thereto in good tenantable repairs and condition of and in particular so as to support shelter and protect the other parts of the building and shall not chisel or cause damage to any columns, R.C.C. pardis or other structure

or structural members in the said building without prior written permission of the Developers and/or Society.

The Developers may make alterations in structure of the said premises as described in the said plans or any other alterations or additions in the structure of the said building after the said plans are disclosed or furnished to the Purchaser and the Purchasers shall not object for such alterations or additions, provided that such alterations / additions should not affect the flat / shop / premises agreed to be purchased by the Purchaser.

39. The development and/or betterment charges, N.A. taxes, open land taxes or other taxes levied by the concerned local authority, Government and/or any other public authority in respect of the said property and/or building, shall be borne and paid by the Purchaser along with all the Purchasers of flats in the building in proportion to the floor area of their respective premises.

40. The Purchaser and/or the Developers shall from time to time sign all applications, papers and documents and do all such acts, deeds and things as the Developers and/or the Society may require for safe-guarding the interest of the Developers and/or the Purchaser and the other Purchasers of the said premises in the said building.

41. NOTHING contained in this agreement is intended to be nor shall the same be constructed as a grant, demise or assignment in law of the said premises or of the said land and building or any part thereof. The Purchaser shall have no claim, save and expect in respect of the said premises hereby agreed to be sold to him / her and all open spaces, parking spaces, stilts, lobbies, staircases, terraces, recreation space etc., will remain the property of the Developers until the said land and the said building is transferred to the co-operative society as herein before mentioned.

42. The Purchaser undertakes to abide of the following

- a. That the building under reference is deficient in open space and the purchaser will not held K.B.M.C.. liable for the same in future.
- b. That the purchaser agrees for no objection for the neighbourhood development with deficient open space in future.
- c. That purchaser the will not held K.B.M.C liable for any failure of mechanical Parking system / car lift In future.
- d. That the purchaser will not held K.B.M.C liable for the proposed inadequate / sub-standard sizes of rooms in future.
- e. That the condition for inadequate maneuvering space of car parking's and no complaint to K.B.M.C. in this regard will made in future.

43. The Purchaser shall observe and perform all the rules and regulations which the society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats there in and

for the observance and performance of the building rules, regulations and bye laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all stipulations and conditions laid down by the co-operative society regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms and conditions of this agreement-

44. Any or indulgence shown by the Developers in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser by the Developers shall not be constructed as a waiver on the part of the Developers of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Developers.

45. IT is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent the terrace flat in the said building, if any, shall be exclusively to the respective Purchasers of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Developers or the society.

a) The Developers shall become the member of the society in respect of its rights and benefits concerned above. If the Developers transfers, assigns and disposes of such rights and benefits at any time to anybody the assignee / transferee shall become the member of the society and/or the Apartment Owner's Association in respect of the said rights and benefits. The Purchaser will not have any objection to admit such assignee or transferee as the member/s of the Society.

b) The Purchaser agrees that they along with the other Purchasers of the flats will not charge anything from the Developers or its nominee or nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for the use of such terrace, compound walls, display of advertisement or hoardings etc., for the purpose mentioned hereinabove.

46. The Purchaser shall not claim any deduction in the cost of his / her flat on account of deletion of any item of construction as per his / her requirements, of the Purchaser in his / her flat.

47. If Additional amenities are required by the Purchaser, then in that event the Purchaser agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Developers or the Architect of the Developers and his decision shall be final and binding.

48. The Purchaser covenant with the Developers that if at the request of the Purchasers the Developers makes any change in the flats / shops / other units agreed to be sold and as a result of this the Developers have to use any materials less than the other purchasers, even then the

Purchaser shall not be entitled to any reduction in the agreed price of the said flat and he / she shall be liable to pay the entire agreed price as per this agreement. Similarly, the developers are not bound to carry out any extra additional work for the purchasers without there being a written acceptance by the Developers that they have agreed to execute the additional extra work for the purchaser. In case if the Developers have agreed to do any additional extra work for the purchasers, have agreed to do any additional extra work for the purchaser, the Purchaser shall within 7 days from the date when the Developers gives the estimated cost. If the Purchaser fails to deposit with the Developers the estimated cost for the additional extra work agreed to be carried out by the Developers then the Developers shall not be liable to carry out the said additional work in the premises of the said Purchaser.

49. It is also agreed and understood that the Developers will only pay the municipal tax for the unsold flats / shops / units and will not pay any maintenance charges like water, light etc., and the Developers can sell the said flats / shops / units to any prospective buyers and then such prospective buyers will become the member of the society without paying any transfer premium or any other charges.

50. That the Purchaser shall at no time demand partition of their interest in the said SCHEDULE hereunder written of the said building it being hereby agreed and declared by the Purchaser that their interest in the piece or parcel of land more particularly described in the SCHEDULE hereunder written and the building and land is impartible and it is further agreed that the Developers shall not be liable to execute a transfer deed in favour of the Purchaser unless the Developers decided to submit the entire building to the provisions of the RERA

51. It is specifically declared that the if the Developers provides the facility of bore-well then the Developer shall have full right and absolute authority to grant the water connection / supply to any adjoining buildings / societies and the Purchaser herein along with the other Purchasers shall not raise any objection for such grant of facility of bore-well water and use of such bore-well water by the Developer for construction of other buildings in the adjoining properties. .

52. The Developers shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Purchaser herein along with the other Purchasers shall not raise any objection for such non-residential use of the premises sold by the Developers to the intending Purchasers.

53. The Developers / Builders shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.,

54. IT is brought to the notice of the Purchaser that the electric meters of all the flats / shops / office premises as well as the water meters will be in the name of the Developers herein and the Purchasers and / or their society shall get the same transferred in their favor and the Developers herein will grant the no objection as and when required.

55. The Purchaser has seen the layout of the proposed building and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property- and shall be available for common use by all the buyers of the premises in the said building and accordingly the Purchasers of the premises in the said building and the different common organization will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,

56. The Purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the premises allotted to the purchaser.

57. After the possession of the premises is handed over to the Purchaser if any additions or alterations in or about or relating to the said building are thereafter required to be carried out by the Government, municipality or any statutory authority the same shall be carried out by the Purchaser in co-operation with the Purchaser of the other premises in the said building at his own costs and the Developer shall not be in any manner be liable or responsible for the same and for any damage caused to the building.

58. IT is hereby agreed that the Developers shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats / shops purchasers in the said buildings and the Purchaser herein shall not, in any manner object they said right of the developers. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Developer shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object they said right of the Developer in any manner only the purchasers interest is safeguarded under RERA.

59. The Purchaser/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of all the aforesaid orders, building permissions, deeds, documents, writings and papers and all disclosures made by the Developer to the Purchaser/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the Municipal Council and all other concerned government bodies and authorities and also subject to the Developer's right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilize, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in F.S.I, on the said land.

60. All terms, conditions and covenants of this agreement, including the powers, authorities, permission and covenant given by the Purchaser/s to the Builders/Developers

herein shall remain valid, operative, binding, continuous, subsisting, irrevocable and in full force and effect even after the occupation / possession of the said premises is handed over to the Purchaser/s under the possession of the said building is handed over to the said organization and the deed of conveyance/assignment/lease or any other transfer document is executed.

61. The Developers shall have full right, absolute authority and shall be entitled to sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their rights, title, benefits and interest in respect of the said property, and / or the said building or any part thereof, including for the purpose of raising finance, monies for the development of the said property or otherwise, subject to the rights of the Purchaser/s under this agreement.

62. It is expressly agreed that the Developers shall be entitled to put a hoarding and / or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Developer and for the purpose Developer is fully authorized to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may be and the Purchaser agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Developer or his nominees shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The Purchaser shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Developer, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and / or hoardings, neon lights or such installations etc., The Developer shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the limited company shall not raise any objection thereto.

63. PROVIDED and ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives or between Purchasers of other premises in the said building, and the Developer in respect of the construction of these presents or concerning anything hereto contained or arising out of the premises or as the rights, liabilities or the duties of the said parties hereunder the same shall be referred to the provisions of the Arbitration and Conciliation Act, 1996.

SCHEDULE I

SCHEDULE OF THE SAID PROPERTY

ALL that piece and parcel of non agricultural land property bearing of Survey No. 40/1, Area admn 0-40-0,Survey No.40/3, Area Admn. 0 -23-0, and Survey No 38/3, Area admn 0-06-6, totaling to 0-69-9 i.e. 6990 sq.mtrs. located at Village MaujeBelivali, Badlapur within the local limits of Kulgaon Badlapur Nagar Parishad , Sub- Registration Dist. Badlapur and Registration Dist. Thane, and to the subject Shop is identified hereunder:

- ON OR TOWARDS EAST

:Vastu Terrace
- ON OR TOWARDS WEST

: Open land
- ON OR TOWARDS SOUTH

:Kalyan – Karjat Road
- ON OR TOWARDS NORTH

:Compound C.R Track

SCHEDULE II

SCHEDULE OF THE PART OF THE SAID PROPERTY

ALL that piece and parcel of non agricultural land property bearing of Survey No. 40/3, Area Admn. 0 -23-0,.located at Village Mauje Belivali, Badlapur within the local limits of Kulgaon Badlapur Nagar Parishad , Sub- Registration Dist. Badlapur and Registration Dist. Thane, and to the subject Shop is identified hereunder:

- ON OR TOWARDS EAST

: Open Land
- ON OR TOWARDS WEST

: Open Land
- ON OR TOWARDS SOUTH

: New D.P. Road
- ON OR TOWARDS NORTH

: Compound C.R Track

PLACE	CITY SURVEY NO.	BUILDING NAME	FLAT/ SHOP NO.	AREA	FLOOR NO.	AMOUNT
BADLAPUR	40/3	SIDDHARTH APARTMENTS				

IN WITNESS WHEREOF both the parties have hereunto set and

subscribed their respective seal and signature on the day, month

and year mentioned hereinabove.

SIGNED, SEALED AND DELIVERED

WITHINNAMED VENDOR

M/s ROHAN GRUH NIRMAN

IN PRESENCE OF _____

SIGNED, SEALED AND DELIVERED

WITHINNAMED PURCHASER

IN PRESENCE OF

WITNESS:

1)

2)

RECEIPT

Received herewith a sum of Rs. _____/ (Rupees _____
only) from 1) _____ having cheque no _____ drawn on
_____ dated _____ as Part consideration in respect of sale of
aforesaid Shop/Flat.

I SAY RECEIVED

(M/S ROHAN GRUH NIRMAN)

ANNEXURE –A (i)

(Authenticated copies of Commencement Certificate dated 06-01-2011)

ANNEXURE –A (ii)

(Authenticated copies of Commencement Certificate dated 20/02/2015)

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lesser/Original Owner/Developer to the project land).

ANNEXURE –C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Developer and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchaser as approved by the concerned local authority)

ANNEXURE – E

(Specification and amenities for the Apartment),

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)



कुळगांव बदलापूर नगरपरिषद

नगरपरिषद दुबे रुग्णालय इमारत, पहिला मजला, आदर्श विद्यामंदिर रोड, वृकटोपर रेल्वे स्टेशन (पूर्व) कुळगांव, पिन-४२१५०३, ता.अंबरनाथ जि.ठाणे.
ईमेल:- kbmc123@gmail.com, वेबसाईट:- http://kbmc.gov.in

जावक क्र./कु.व.न.प./नरवि/ बां.प./१२५० /२०१४-२०१५ शु.मि.पू-२१०

दिनांक: २०/२/२०१५.

श्री.परेश कचरु गायकवाड
यांचे कु.मु.प.धारक मे.सिध्दार्थ डेव्हलपर्स
तर्फे श्री.राजकुमार रघुनाथ कुशवाह
द्वारा श्री.जितेंद्र.एस.पटेल (अभियंता) (डोंबिवली).

विषय : स.नं.४०,हि.नं.३ व १/१ मौजे- बेलवली, ता.अंबरनाथ येथे बांधकाम करण्याच्या सुधारीत मंजूरी बाबत.

संदर्भ : आपला दि.३१/१०/२०१३ चा अर्ज

श्री.जितेंद्र.एस.पटेल (डोंबिवली) यांचे मार्फत सादर केलेले अर्ज.

महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम १९६६ चे कलम ४५ अन्वये.

स.नं.४०,हि.नं.३ व १/१ मौजे- बेलवली, ता.अंबरनाथ, मध्ये ३४४१.७७ चौ.मी. वजा पूर्वीचे मंजूर क्षेत्र १८१९.९७ चौ.मी.= १६२१.८० चौ.मी. x चटई निर्देशांक १.१० = १७८३.९८ चौ.मी.+ २०% अधिमूल्य ३२४.३६ चौ.मी. असे एकूण २१०८.३४ पैकी २१०५.७५ चौ.मी. नियोजित भूखंडाच्या विकास करावयास महाराष्ट्र नगरपरिषद अधिनियम १९६५ चे कलम १८९ अन्वये बांधकाम करण्यासाठी केलेल्या दि.३१/१०/२०१३ च्या अर्जास अनुसरून पुढील शर्तीस अधिन राहून तुमच्या मालकीच्या जागेत ----- रंगाने दुरुस्ती दाखविल्याप्रमाणे भाग स्टिल्ट,तळमजला/पहिला मजला//दुसरा मजला/तिसरा मजला/चौथा मजला/पाचवा मजला/सहावा मजला/सातवा मजला/रहाणेसाठी/वाणिज्य/वाडे भिंतीच्या इमारतीच्या बांधकामाबाबत, बांधकाम परवाना/प्रारंभ प्रमाण पत्र देण्यात येत आहे. (विंग अ-भाग स्टिल्ट,तळ+सात मजले, विंग सी-तळ+तीन मजले)

-: अटी :-

१. ही बांधकाम परवानगी दिलेल्या तारखेपासून एक वर्ष पर्यंत वैध असेल, नंतर पुढील वर्षासाठी परवानगीचे नूतनीकरण मुदत संपणे आधी करणे आवश्यक राहील. अशाप्रकारचे नूतनीकरण फक्त तीन वर्ष करता येईल. वैध मुदतीत बांधकाम पूर्ण करणे आवश्यक आहे. नूतनीकरण करताना किंवा नवीन परवानगी घेतांना त्यावेळी अस्तित्वात आलेल्या नियमांचा व नियोजित विकास आराखड्याच्या अनुशंगाने छाननी करण्यात येईल.
२. नकाशात----- रंगाने केलेल्या दुरुस्त्या आपल्यावर बंधनकारक राहतील.
३. मा.जिल्हाधिकारी ठाणे, यांजकडून बांधकाम चालू करावयाचे अगोदर बिनशेती परवानगी घेण्याची जबाबदारी तुमच्यावर राहील व बिनशेतीच्या परवानगीची एक सत्य प्रत काम सुरु करावयाचे पंधरा (१५) दिवस अगोदर नगरपरिषदेकडे पाठविणे आवश्यक राहिल.
४. बांधकाम चालू करण्यापूर्वी (७) दिवस आधी नगरपरिषद कार्यालयास लेखी कळविण्यात यावे.
५. ही परवानगी आपल्या मालकीच्या कबजातील जमिनी व्यतिरिक्त जमिनीवर बांधकाम अगर विकास करण्यास हक्क देत नाही.
६. बांधकाम या सोबतच्या मंजूर केलेल्या नकाशाप्रमाणे आणि घालून दिलेल्या अटी प्रमाणे करता येईल. जोत्यापर्यंत बांधकाम झाल्यानंतर वास्तुशिल्पकाराचे, मंजूर नकाशाप्रमाणे बांधकाम केल्या बाबतचे प्रमाणपत्र नगरपरिषदेस सादर करण्यात यावे त्यानंतरच जोत्यावरील बांधकाम करावे.
७. भूखंडाचे हद्दीत भोवती मोकळा सोडावयाच्या जागेत बदल करू नये व त्यामध्ये कोणत्याही प्रकारचे बांधकाम करू नये.
८. बांधकामात कोणत्याही प्रकारचा फेरफार पूर्व परवानगी घेतल्याशिवाय करू नये. तसे केल्याचे आढळून आल्यास सदरची बांधकाम परवानगी रद्द झाली असे समजण्यात येईल.
९. इमारतीच्या बांधकामाच्या सुरक्षिततेची हमी (स्ट्रक्चरल सेप्टी) जबाबदारी सर्वस्वी आपल्या वास्तुशिल्पकार व स्थापत्य विशारद यांचेवर राहील.
१०. बांधकाम पूर्णतेचा दाखला / वापर परवानगी घेतल्याशिवाय इमारतीचा वापर करू नये त्यासाठी जागेवर ज्याप्रमाणे बांधकाम पूर्ण झाले आहे त्याचा नकाशा वास्तुशिल्पकार व स्थापत्य विशारद यांच्या विहीत नमुन्यातील दाखल्यासह (५ प्रतीत) इतर आवश्यक कागद पत्रासह सादर करण्यात यावा.
११. बांधकाम चालू करण्यापूर्वी नगर भूमापन अधिकारी / भूमी अभिलेख खात्याकडून जागेची आखणी करून घेण्यात यावी आणि तसा दाखला नगरपरिषदेकडे सादर केल्यानंतर बांधकाम सुरु करावे.

१२. नकाशात दाखविलेल्या गाळ्यांच्या संख्येमध्ये व नियोजनामध्ये पूर्वपरवानगीशिवाय बदल करू नये.
१३. नवीन इमारतीस मंजूर नकाशे प्रमाणे सेटीक टँक पाहिजे व संडास भविष्य काळात जवळच्या मलनिःसारण नलिकेस स्वखर्चाने नगरपरिषद अभियंता यांचे परवानगीने जोडणे आवश्यक राहिल. सेटीक टँक कमीत कमी ५० फूट अंतरावर असणे आवश्यक आहे.
१४. सांडपाण्याचे व पागोळ्याचे पाणी नगरपरिषदेच्या गटारीस स्वखर्चाने नगरपरिषद अभियंता यांचे प्रसंतीप्रमाणे सोडावे लागेल सांडपाण्याच्या बाबतीत आरोग्य खात्याचे प्रमाणपत्र असल्याशिवाय वापर परवाना देण्यात येणार नाही.
१५. बांधकामाचे मटेरीयल रस्त्यावर टाकावयाचे झाल्यास बांधकाम खात्याची परवानगी घेणे आवश्यक राहिल त्याकरिता नियमाप्रमाणे लागणारी रक्कम (व दंड झाल्यास त्या रकमेसहीत) भरावी लागेल.
१६. बांधकामाच्या वेळी निरुपयोगी माल (मटेरीयल) नगरपरिषद सांगेल त्या ठिकाणी स्वखर्चाने वाहून टाकला पाहिजे.
१७. बांधकामाच्या सभोवताली सोडलेल्या खुल्या जागेत कमीत कमी १) अशोक २) गुलमोहर ३) निलगिरी ४) करंज इ.पैकी एकूण दहा झाडे लावून त्यांची जोपासना केली पाहिजे तसेच सध्या अस्तित्वात असलेली झाडे तोडण्यापूर्वी परवानगी घेणे बंधनकारक आहे.
१८. नकाशात दाखविल्याप्रमाणे बांधकामाचा फक्त रहाणेसाठी/वाणिज्यसाठी उपयोग करावा.
१९. नागरी जमीन कमाल मर्यादा अधिनियम १९७६ मधील तरतुदी प्रमाणे जागा बाधीत होत असल्यास त्याची सर्वस्वी जबाबदारी आपलेवर राहिल.
२०. जागेतून किंवा जागे जवळून अतिदाब विद्युतवाहिनी जात असल्यास बांधकाम करण्यापूर्वी संबंधित खात्याकडून ना हरकत दाखला घेतला पाहिजे.
२१. जागा महामार्ग किंवा रेल्वे मार्गास सन्मुख लागून किंवा जवळ असल्यास बांधकाम करण्यापूर्वी संबंधित खात्याकडून ना हरकत दाखला घेतला पाहिजे.
२२. बांधकामाकडे किंवा इमारतीकडे जाण्या येण्याच्या मार्गाची जबाबदारी संपूर्णपणे आपलेकडे राहिल बांधकाम परवानगी नियोजित रस्त्याप्रमाणे दिली असल्यास त्या रस्त्याचे काम नगरपरिषदेच्या सोयीप्रमाणे व प्राधान्यतेप्रमाणे केले जाईल तसा रस्ता होई पावेतो इमारतीकडे जाण्या येण्याच्या मार्गाची जबाबदारी संपूर्णपणे आपलेकडे राहिल.
२३. जागेत जून भाडेकरू असल्यास त्याच्या बाबत योग्य ती व्यवस्था करावयाची जबाबदारी मालकाची राहिल व मालक भाडेकरू यामध्ये काही वाद असल्यास किंवा निर्माण झाल्यास त्याचे निवारण मालकाने करणे आवश्यक राहिल व त्याबाबतीत नगरपरिषद जबाबदार राहणार नाही.
२४. सदर जागेतून पाण्याचा नैसर्गिक निचरा होत असल्यास तो इकडील परवानगी शिवाय वळवू अथवा बंद करू नये.
२५. सदर प्रकरणी चूकीची अपुर्ण माहिती दिली असल्यास सदर बांधकाम परवानगी रद्द करणेत येईल.
२६. सदर जागेत विहीर असल्यास इकडील परवानगी शिवाय बुजवू नये.
२७. बांधकाम पुर्ण झाल्यावर पिण्याच्या पाण्याचे कनेक्शन मिळण्याकरिता नगरपरिषदेवर जबाबदारी राहणार नाही किंवा पिण्याच्या पाण्यासाठी नगरपरिषद हमी घेणार नाही.
२८. सदर जागेत बांधकाम करण्याबाबतचा पुर्वीचा परवाना असेल तर तो या द्वारे रद्द झाला असे समजावे.
२९. गटाराचे व पावसाच्या पाण्याचा निचरा होणेकरिता नगरपरिषदेच्या गटारास जोडणेसाठी पक्क्या स्वरूपाची गटारे बांधावित.
३०. बांधकामासाठी व पिण्याच्या पाण्यासाठी नळाचे कनेक्शन मिळणार नाही. त्यासाठी बोअरवेलचे काम करावे लागेल.
३१. भूखंडासमोरील रस्ता पक्क्या स्वरूपात गटारासह तयार केल्याखेरीज वापर परवाना मिळणार नाही.
३२. मंजूर नकाशानुसार बांधकाम न करणे तसेच विकास नियंत्रक नियमावलीनुसार आवश्यक त्या परवानग्या न घेता बांधकाम/ वापर करणे महाराष्ट्र प्रादेशिक व नगररचना अधिनियमाचे कलम ५२ अनुसार दखलपात्र गुन्हा आहे. त्यासाठी जास्तीत जास्त ३ वर्षे कैद व रु.५०००/- दंड होऊ शकतो.
३३. इमारतीच्या मोकळ्या आवारात कचरा कुंडीची व्यवस्था करावी.
३४. मंजूर नकाशाबाबत जागेवर प्रारंभ प्रमाण पत्राचा क्रमांक/दिनांक आणि इतर माहिती लिहून फलक लावावा.
३५. कुलमुखत्यार पत्र धारक / भाडेकरू / गाळेधारक/ मुळ मालक यांच्यात काही वाद निर्माण झाल्यास त्याची सर्वस्वी जबाबदारी वास्तुशिल्पकार / विकासकर्ता यांचेवर राहिल.
३६. स्टील्टची कमाल उंची २.४ मी. असावी व ती चढूबाजूने खुली असावी व ती कोणत्याही परिस्थितीत बंदीस्त नसावी.
३७. विषयाधिन जागेवरील बांधकाम करताना आय एस १३९२०-१९९३ भुकंपरोधक आर सी सी डीझाईननुसार घटकांचे नियोजन आहर्ताप्राप्त नोंदणीकृत स्ट्रक्चरल इंजिनियर यांचेकडून करून घेणे आवश्यक असून त्यांचे देखरेखीखाली नियोजित इमारतींचे बांधकाम पूर्ण करणे अर्जदार/विकासकर्ता यांचेवर बंधनकारक राहिल.
३८. महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ चे कलम १५१ (३) नुसार मुंबई महानगर प्रदेश विकास प्राधिकरणाने प्रदान केलेल्या विकास नियंत्रण व जमिन वापर या बाबतचे अधिकारांस आधीन राहून ही परवानगी देण्यात येत आहे.
३९. बांधकाम साहित्यात फ्लाय अॅश विटा व फ्लाय अॅश आधारित साहित्याचा वापर करण्यासाठी केंद्र शासनाच्या नियमांची अंमलबजावणी करणे बंधनकारक राहिल. याबाबत वास्तुविशारदचे प्रमाणपत्र सादर न केल्यास इमारतीत भोगवटा प्रमाणपत्र दिले जाणार नाही.

४०. जर भूखंडाचे क्षेत्रफळात व हद्दीमध्ये फरक आढळल्यास सुधारीत परवानगी घेणे बंधनकारक राहिल.
४१. जागेच्या मालकी हक्काबाबत / वहीवाटीबाबत वाद निर्माण झाल्यास त्याची सर्वस्वी जबाबदारी विकासकर्ता / कु.मु.प.धारक / जमिन मालक यांची राहिल.
४२. इमारतीसाठी बसविली जाणारी लिफ्ट हि ISI मार्क असलेली दर्जेदार व नामांकित कंपनीची असावी तसेच तीची भविष्यात वेळोवेळी सुरक्षीततेचे दृष्टीने तपासणी करण्यात यावी.
४३. १००० चौ.मी.वरील भूखंडास नैसर्गिक पावसाळी पाण्याचा वापर करणेसाठी रुफवॉटर हार्वेस्टिंग (Rain water harvesting) पध्दतीची यंत्रणा उभारण्यात यावी. तसेच रुफ टॉपचे पावसाळी पाणी जमिनीमध्ये जिरेल अशा पध्दतीने खड्डा घेवून पाईप व्यवस्था करणेत यावी. जेणेकरून पावसाचे पाणी वाहून वाया जाणार नाही व ते जमिनीमध्ये मुरेल. बांधकाम पूर्णतेचा दाखला सादर करतेवेळी सदर योजना राबिल्या बाबत त्याचे फोटो व ज्या अभिकर्ता (एजेन्सी) मार्फत ही योजना तयार करण्यात आली आहे. योजना सुस्थितीत असले बाबत प्रमाणपत्र जोडावे त्याशिवाय बांधकाम भोगवटा प्रमाणपत्र देण्यात येणार नाही.
४४. सदर इमारत बांधकामामुळे काही वृक्ष बाधीत होत असल्यास वृक्ष अधिकारी यांचा विहित पध्दतीने परवाना प्राप्त करून त्यांचे आदेशाप्रमाणेच वृक्षतोडीनंतर इमारत बांधकाम हाती घेणेची कार्यवाही करावी.
४५. प्रत्येक मजला व प्रत्येक विंग मध्ये फायर एक्स्टिंग्विशर बसवावे.
४६. इमारतीच्या टॉयलेटमध्ये लो वॉल्यूम फ्लॅश सिस्टमचा वापर करण्यात यावा.
४७. कुळ कायद्यांची जमिन असल्यास टेनन्सी ॲक्ट कलम ४३ प्रमाणे मा.जिल्हाधिकारी, ठाणे यांची मंजूरी घेतल्याशिवाय बांधकाम करू नये.
४८. नगरपरिषदेच्या निर्देशानुसार सौरऊर्जा उपकरणे बसविणे आपणांवर बंधनकारक राहिल.
४९. अग्निशमन अधिकाऱ्यांचा ना हरकत दाखला घेणे आपणांवर बंधनकारक राहिल.
५०. मोफा कायदानुसार मा. सुप्रिम कोर्ट निर्णयानुसार स्टिल्ट विकता येणार नाही.
५१. सदनिका विकतांना मोफा कायदानुसार कार्पेट क्षेत्रावर विक्री करण्यात यावी.
५२. वापर परवाना घेतल्याशिवाय तेथे रहिवास वापर केल्यास संपूर्ण इमारत अनधिकृत ठरवून प्रापटी टॅक्सवर दुप्पट दंड आकारण्यात येईल.
५३. भविष्यात रस्तारुंदीकरणात पुढील सामासिक अंतराची गरज भासल्यास झिरो मार्जीनवर रस्तारुंदीकरण करण्यात येईल.
५४. शासन निर्णयानुसार इमारत व इतर बांधकाम कामगार कल्याणकारी उपकर अधिनियम १९९६ अंतर्गत इमारत बांधकामाच्या मुल्यावर उपकर १ % नगरपरिषदेमार्फत शासनास ३० दिवसाच्या आत भरणे आपणांस बंधनकारक राहिल. अन्यथा दिलेली परवानगी रद्द समजण्यात येईल.
५५. सदर स.क्र.हा माथेरान इको सॅसेटिव्ह तसेच महाराष्ट्र खाजगी वने (संपादन) अधिनियम १९७५ चे कलम २२ अ व ६ च्या तरतुदी लागू झाल्यास सदरची बांधकाम परवानगी रद्द समजण्यात येईल.
५६. मोफा कायदानुसार सुधारीत बांधकाम परवानगी घेतांना इमारतीमध्ये राहणारे सदनिकाधारक किंवा सोसायटी यांचा ना-हरकत दाखला आवश्यक राहिल.
५७. प्रस्तावा सोबत सादर केलेले ७/१२ उतारे, फेरफार उतारे, मोजणी नकाशा, कुळमुखत्यार पत्राच्या आधारे सदरहू बांधकाम परवानगी देण्यात आले असून ती बनावट आढळून आल्यास त्याची संपूर्ण जबाबदारी विकासकाची राहिल आणि बांधकाम परवानगी रद्द करण्याचे अधिकार राखून ठेवलेले आहेत.
५८. स्टॅप पेपरवर स्टॅप नं. E ३२३७६६ दि. २४/१०/२००५ रोजी सत्यप्रतिज्ञापत्र लिहून दिल्याप्रमाणे मुळ जमिन मालकास ते बंधनकारक राहिल. त्यास नगरपालिका जबाबदार राहणार नाही.
५९. बांधकाम सुरु करण्यापूर्वी इमारतीच्या पाया उत्खननासाठी आवश्यक असलेल्या गौण खनिजाचे स्वामित्वधन जिल्हाधिकारी कार्यालयात भरले असल्याचा दाखला सादर करणे आवश्यक आहे.
६०. सांडपाण्यावर प्रक्रिया करून पाण्याचा पूर्णवापर (Curey water Reuse) प्रकल्प करणे बंधनकारक राहिल
६१. कामगार विभागाने निर्गमित केलेल्या नियम/परिपत्रक/प्रचलित आदेश यांची जमिन मालक/विकासक यांनी पूर्तता करणे बंधनकारक राहिल.

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