

AARTI ENTERPRISES

OFFICE ADDRESS: Shop No.6, Yogeshwar Tower, Katemanivali, Naka, Kalyan(E) – 421 306.
aarti.enterprises1960@gmail.com

Date: 24th January 2024

CERTIFICATE

Name of the Promoter – **M/S. AARTI ENTERPRISES**

Name of Project & Address – **MARKANDEY SQUARE** on land plot bearing S.NO-150/16,At Village Balkum, District – THANE, (Maharashtra) PIN – 400608.

1. We are aware that the agreement for Sale should be as per Annexure a Provided under Maha RERA Rule 10(1) of the Rules 4.
2. We are aware that in case of any deviations in the Agreement to sale, the same should be uploaded on the MahaRERA Site at the time of making an application for Project Registration
3. I hereby certify that the Agreement to Sale submitted herewith is in accordance with the MahaRERA Rule 10 (1) of Rules 4 except the following

Sr No.	Clause No as per Model Draft	Draft of Clause as per Model Draft Provided RERA	Amendment/ Deviation Clauses added or amended or deleted
1.	-	No Clause mentioned in RERA Model Draft	The Allottee whether singular or plural, masculine or feminine, Partnership Firm, Body Corporate or any other association of people for the sake of brevity is referred to as the Allottee as singular masculine;
2.	-	No Clause mentioned in RERA Model Draft	9. The Promoters shall form and register the Society of allottees to be known by such name as the Promoters may decide, within a period of three months from the date on which fifty-one percent of the total number of allottees in such a building have booked their units in the project.

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3.	-	“Apartment” Word is being used in the Model Draft	We have used the word “Said Unit”
4.	-	“Said Building” Word is being used in the Model Draft	We have used the word “Said Unit”
5	7.4	If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter 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 Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.	If within a period of five years from the date of handing over the said Unit to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the said Unit or the building in which the said Unit is situated or any defects on account of workmanship, quality or provision of service or any other obligations of the Promoters as per the agreement for sale relating to such development, then, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.
6	9.1	The Promoter 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/Lessor/Original Owner/Promoter and/or the owners in the said structure of the building or wing in which the said Apartment is situated.	9.2 The Promoters shall, subject to its right to dispose of the remaining units, if any, cause to be transferred to the society all the right, title and the interest of the Original Owner/Promoter in the said project land and in the said structure of the building in which the said Unit is situated, execute the conveyance of the said project land within three months from the date of issue of occupancy certificate.
7.	12	At the time of registration of conveyance or Lease of the structure of the building or	At the time of registration of conveyance of the land and building, the Allottee shall pay to

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		wing of the building, the Allottee shall pay to the Promoter, the Allottees' 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 Allottee shall pay to the Promoter, the Allottees' 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.	the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or any document or instrument of transfer in respect of the building.
8	9.3	The Promoter 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/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.	Deleted from the Agreement to sale as the clause is only applicable where multiple wings are being constructed.

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9	14.xii	Till a conveyance of the project land on which the building in which the said Unit is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.	Deleted from the Agreement
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As Per the requirement of order no. 35/2022 of the MahaRERA dated 12/08/2022, I have highlighted the deviations/ modification in a different colour in the agreement for the sale.

This certificate is issued for Registration under MahaRera Act, 2016.

For Aarti Enterprises
Partner

For Aarti Enterprises
Partner


For Aarti Enterprises
07/2022
Partner