

AGREEMENT FOR SALE

This **Agreement For Sale** is made at **Dhekale, Palghar**, on this _____ day of _____ in the year _____ Between **M/S. SAI RAJ NIRMAAN REALTORS**, a partnership firm duly incorporated & registered under the provisions of the Indian Partnership, 1932, having its registered & principal place of business office at EC-93, A-003, Krishna Sagar CHS. Ltd. Evershine City, Vasai (East), Tal- Vasai, District- Palghar, Pin no. 401208, through its authorized partner Mr. BHAVESH DAVE, hereinafter referred to as “**the Promoters**” (Which expression shall unless it be repugnant to the context or meaning thereof means and includes their partner/s, heirs, executors , assignees, power of attorney holders etc.) **of the One Part ;**

AND

MR./MRS./M/S. _____, adult/s, having address _____ at _____ hereinafter referred to as “**the Allottee/Purchaser/s**”(Which expression shall unless it be repugnant to the context or meaning thereof means and includes his/her/ their , heirs, executors , assignees, power of attorney holders etc.) **of the SECOND Part.**

WHEREAS :-

- A) WHEREAS by Deed of Conveyance dated 19th September, 2013, duly registered before Office of Sub- Registrar Palghar vide document No.PRL-8421-2013, Smt. Ashatai Harishankar Kandivalikar, the Owner therein sold, transferred , assigned all her right, title, interest and vacant and peaceful possession in respect of 25 Gunthas of agricultural land out of Gut No.2 , Hissa No.3E total admeasuring 50 Gunthas of land of Village –Dhekale, Taluka- Palghar jointly in favour of Mr. Satyandra Mahendra Singh Puwar alias Rahevar & Mr. Bhavesh Krishankumar Dave, the Purchasers therein in the proportionate and share described therein.
- B) WHEREAS by Deed of Conveyance dated 12th February, 2014 duly registered before Office of Sub- Registrar Palghar vide document no.PRL-1788-2014, Mr. Ishwar P. Mistri, the Owner therein sold, transferred , assigned all his right, title, interest and vacant and peaceful possession in respect of 25 Gunthas of agricultural land out of Gut No.2, Hissa No.3E total admeasuring 50 Gunthas of land of Village – Dhekale, Taluka- Palghar jointly in favour of Mr. Satyandra Mahendra Singh Puwar alias Rahevar & Mr. Bhavesh Krishankumar Dave, the Purchasers therein in the proportionate and share described therein.
- C) Thus, Mr. Satyandra Mahendra Singh Puwar alias Rahevar & Mr. Bhavesh Krishankumar Dave have become joint owners & Occupiers in respect of entire piece and parcel of agricultural land of Gut No.2 , Hissa No.3E total admeasuring 50 Gunthas of land of Village –Dhekale, Taluka- Palghar, and their names have been mutated upon 7/12 extract of said Gut No.2, Hissa No.3E being joint owners & occupiers by virtue of certification of Mutation Entries No.781 of Village – Dhekale, Tal- Palghar .
- D) WHEREAS by Deed of Conveyance dated 7th May 2013, duly registered before Office of Sub- Registrar Palghar vide document No.PRL-4763-2013 , Mr. Govind Gangaram Bhoir & Mr. Milind Jagannath Gharat, the joint Owners therein sold, transferred , assigned all his right, title , interest and vacant and peaceful possession in respect of agricultural land bearing Gut No.1, Hissa No.1/B total admeasuring 41Gunthas of land of Village Dhekale, Taluka and District Palghar jointly in favour of Mr.Allauddin Juned Shaikh & Mr. Satyandra Mahendra Singh Puwar alias Rahevar, the Purchasers therein in the proportionate and share described therein i.e. 80% & 20% respectively . The said transaction has been duly certified by office of Talathi Saja – Dhekale, Taluka and District Palghar by Mutation Entry no.781 of Village – Dhekale, Taluka and District Palghar .
- E) Thereafter , by Deed of Conveyance dated 15th February,2014 duly registered before office of Sub- Registrar, Palghar vide document no.PRL-1939-2014, Mr.Allauddin Juned Shaikh, sold, transferred, assigned all his undivided share, rights, title, interest and joint possession in respect of agricultural land i.e. 32.8 Gunthas of land out of Gut No.1, Hissa No.1/B total admeasuring 41 Gunthas of land of Village Dhekale, Taluka and District Palghar in favour Mr.Bhavesh Krishankumar Dave upon terms and consideration agreed therein . The

said transaction has been duly certified by office of Talathi Saja – Dhekale, Taluka and District Palghar by Mutation Entry No.781 of Village – Dhekale, Taluka and District Palghar.

- F) Thus, Thus, Mr. Satyandra Mahendra Singh Puwar alias Rahevar & Mr. Bhavesh Krishankumar Dave have become joint owners & Occupiers in respect of entire piece and parcel of agricultural land of Gut No.1 , Hissa No.1/B total admeasuring 41 Gunthas of land of Village –Dhekale, Taluka & District Palghar.
- G) Thereafter, by Deed of Conveyance dated 19th September, 2013 duly registered before office of Sub- Registrar, Palghar vide document no.PRL-8406-2013, Mrs. Harishankar Kandivalikar, sold, transferred, assigned all her rights, title, interest and vacant and peaceful possession in respect of agricultural land bearing Gut No.96 Hissa No.2 admeasuring 20.2 Gunthas & Gut No.1 Hissa No.1A admeasuring 60 Gunthas of land of Village Dhekale, Taluka and District Palghar in favour Mr. Satyandra Mahendra Singh Puwar alias Rahevar & Mr. Bhavesh Krishankumar Dave upon the share, terms and consideration agreed therein. The said transaction has been duly certified by office of Talathi Saja – Dhekale, Taluka and District Palghar by Mutation Entry no.781 of Village – Dhekale, Tal and District Palghar.
- H) Thus, Mr. Satyandra Mahendra Singh Puwar alias Rahevar & Mr. Bhavesh Krishankumar Dave were jointly and sufficiently entitled to following piece and parcel of agricultural lands situated at Village – Dhekale, Tal- Palghar, Dist- Palghar being joint owners, which are as follows :-

Sr.No.	Gat No.	Hissa No.	Area (H-R)	Assessment (Rs.-Ps.)
1	2	3E	0-50-0	1-73
2	1	1B	0-41-0	0-20
3	96	2	0-20-2	0-59
4	1	1A	0-60-0	0-50
		Total	1-71-2	

(Hereinafter jointly referred to as “Said Property” and more particularly described in the “**Schedule-I**” hereinafter referred.)

The 7/12 Extract Copies of said Properties are attached herewith as **Annexure “VII”** .

- I) Thereafter, Mr. Satyandra Mahendra Singh Puwar alias Rahevar & Mr.Bhavesh Krishankumar Dave jointly applied to Office of Collector, Palghar for converting said Property into Non- Agricultural use for constructions of development scheme of Group Residential Houses for residential and commercial use. Accordingly, after following due procedure of law, Office of Collector, Palghar converted the Said Property into Non Agricultural use by order dated 25th April, 2016 under Reference No. महसुल/कक्ष.१/टे.१/एनएपी-९६/२०१४ .(Hereinafter referred to as “said NA Order”). The Copy of said NA Order is attached herewith as **Annexure “VIII”**.

- J) As per said NA Order , out total area of said Property an area admeasuring 218.87 Sq. Mtrs. has been reserved for road widening and

area admeasuring 102.21 Sq. Mtrs has been reserved for service road and therefore net area for development is admeasuring 16799.01 Sq. Mtrs. Therefore, permissible constructions for propose residential use is 16948.80 Sq. Mtrs. upon said Property. Mr.Satyandra Mahendra Singh Puwar alias Rahevar & Mr. Bhavesh Krushnakumar Dave jointly applied for propose phase wise scheme of Group Residential Houses for residential and commercial use for 11,857.76 Sq. Mtrs and accordingly Town Planning Office, Palghar & Upper Collector , Palghar approved the buildings plan for one Building of Type A, 10 Building (Row House) of Type B, one Building Type C, one Building Type D, one nos Building Type E, and one nos building Type F on 25/4/2016. The Copy of said Sanctioned Plan is attached herewith as **Annexure “X”**.

- K) As, Mr.Satyandra Mahendra Singh Puwar alias Rahevar & Mr.Bhavesh Krishankumar Dave were in scarcity of funds for implementation of above referred phase wise scheme of Group Residential Houses for residential and commercial use upon said Properties, they invited three other partners with their capital and funds for implementation of said Scheme and accordingly they formed partnership dated 25th November, 2014 under the name and style as **“M/S. SAI RAJ NIRMAAN REALTORS”**
- L) As per said Partnership , following five partners have introduced their respective capital share in equal profit and losses ratio. The Particulars of names of partners of **“ M/S. SAI RAJ NIRMAAN REALTORS”** are as follow :-

Sr.No.	Name of the Partner
1	Mr.BhaveshKrushnakumar Dave
2	Mr. Dhananjay R. Raut (HUF)
3	Mr.Bharat B. Rathod (HUF)
4	Mr.SatyandraMahendra Singh Puwar alias Rahevar
5	Mr.Pawan Kumar B. Purohit

- M) As per said Partnership, except Mr. Satyandra Mahendra Singh Puwar alias Rahevar & Mr.Bhavesh Krishankumar Dave all other partners have introduced their initial capital amount of Rs.15,00,000/- each and Mr. Satyandra Mahendra Singh Puwar alias Rahevar & Mr. Bhavesh Krishankumar Dave have introduced said Properties as their share of Capital. Thus , said partners of said partnership have jointly and sufficiently entitled to said properties being the Promoters/Developers . The vacant and peaceful possession of said properties have been already handed over to the partners of **M/S. SAI RAJ NIRMAAN REALTORS** for development purposes as per plans sanctioned and approved by Town Planning Office, Palghar & Upper Collector, Palghar.
- N) WHEREAS by Supplementary Deed of Partnership Deed dated 23/04/2018 Pawankumar B. Purohit, Dhananjay R. Raut (HUF) and Bharkat Kumar B. Rathod (HUF) have retired from said partnership firm and Mr. Dhananjay R. Raut and Bharkat Kumar B. Rathod have been introduced as incoming partner of said partnership firm . As per said Partnership , following five partners have introduced their respective capital share as mentioned in Supplementary Deed of Partnership

Deed dated 23/04/2018. The Particulars of names of partners of “ **M/S. SAI RAJ NIRMAAN REALTORS**” are as follow :-

Sr.No.	Name of the Partner
1	Mr.BhaveshKrushnakumar Dave
2	Mr. Dhananjay R. Raut
3	Mr.Bharat B. Rathod
4	Mr.SatyandraMahendra Singh Puwar alias Rahevar

- O) Therefore, the Promoters/Developers herein have sufficiently entitled to said Properties being the Developers and have right to develop the said Properties for maximum utilization of present and future FSI, balance FSI, development benefits. TDR benefits, benefits under various government schemes etc. and also sufficiently entitled to construct and to sell , assign constructed units/ flats /Row houses Bungalows/ buildings etc. to prospective purchasers on ownership / lease /license etc. basis for consideration/ remuneration on principal to principal basis i.e. on their own names of **M/S. SAI RAJ NIRMAAN REALTORS.**
- P) AND WHEREAS, the Promoters/Developers after obtaining necessary permissions and approvals from the concerned authorities. The Promoter shall be entitled to Develop the said property in phase wise manner by constructing thereon several building Proposed to be construct six types of buildings i.e. Type-A, Type- B (Row house Bungalow), Type- C, Type-D, Type- E, Type- F on the said Properties in Four Phase on land bearing Gut No.2, H. No.3E, Gut No.1 H. No.1B & 1A, Gut No.96 H. No.2 of Village Dhekale, Taluka and District Palghar in Registration District and Sub-District of Palghar more particularly described in schedule of Land hereunder written. The Promoter shall utilize the benefit of the said property to ensure optimum utilization of the said FSI and other benefits to be sanctioned by the concerned authorities. The promoter are also entitled to car parking area on the said property. The development carried on the said property shall be referred to as “**The Entire Project**”)
- Q) AND WHEREAS, the Promoters/Developers are entitled and enjoined upon to construct buildings scheme of Group Residential Houses for residential and commercial use upon said properties to be known as “**MAJESTIC MEADOWS**” on the said Properties in accordance with the recitals hereinabove. (Hereinafter referred to as “ **Said Entire Project**”).
- R) The Project will be developed by the Promoter at their sole discretion in accordance with the sanctioned Plans with such modifications thereto as the promoter may require from time to time and Real Estate (Regulation and Development) Act,2016 (“RERA”), the rules and regulations made there under and other applicable laws. The project is registered with the Maharashtra Real Estate Regulatory Authority as real estate project, (“the Real Estate Project”) comprises, inter alia, of a residential Building on the said Project in Phase I, to be named as MAJESTIC MEADOWS” (the Said Building”)

- S) AND WHEREAS, the Promoters/Developers have registered the said Project in **Phase I** Building known as _____ of project known as “**MAJESTIC MEADOWS**” having Building Type E under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai, vide its Registration no **P99000001734** dated on **29/07/2017**, authenticated copy of said Registration is attached herewith as **Annexure “II (a)”**;
- T) AND WHEREAS the Promoters/Developers have entered into a standard Agreement with an Architect **M/s. Vastu Shilp Associates**, Palghar registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- U) AND WHEREAS the Promoters/Developers have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- V) The Allottee/ Purchaser/s is/ are interested to purchase Apartment in form of residential unit from said Project and therefore requested the Promoters/ Developers give inspection of all title deeds , sanctions plans ,locations plans of said project as well as location plan of the said Apartment , said NA orders , approval etc. The Promoters / Developers have given inspection of all title deeds, sanctions plans, locations plans of said project as well as location plan of the said Apartment, said NA orders , approval etc. to the Allottee/ Purchaser/s and he/ she/ they are satisfied about himself/ herself / themselves about the title of the said properties and authority of the Promoters/ Developers to develop the said Properties.
- W) Before execution of this Agreement , the Promoters / Developers have represented and declared with the Allottee/ Purchaser/s that :-
- i) They are sufficiently entitled to said Properties and have exclusive right to develop the said Properties as per plans & approval approved by the Competent Authorities.
 - ii) They are going to develop the said Properties in phase wise manner as per the approved plans or further plans or balance /future FSI to be approved by the Competent Authorities.
 - iii) They are going to approve the balance FSI and Future FSI, development benefits etc. to be available upon said Properties as per their convenience and availability of the funds, material, infrastructures, market conditions etc. without taking any prior separate written consent of the Allottee/Purchaser/s of the Apartment/s
 - iv) They have exclusive right to amalgamate adjoining plot/s with the said Properties for the purpose of development and have exclusive right to use the adjoining plot/s its FSI for the purpose of their own use and occupation or better use of the said properties without taking any prior separate written consent of the Allottee/Purchaser/s of the Apartment/s .

- v) They have exclusive right to raise the funds, investments upon said Project as well as said Properties for the development of the same by mortgaging the same with banks, financial institutions or any other manner without taking any prior separate written consent of the Allottee/Purchaser/s of the Apartment/s .
 - vi) They have right to add or alter their partner/s from said Partnership as per their convenience without taking any prior separate written consent of the Allottee/Purchaser/s of the Apartment/s.
 - vii) They are going to form the Apartment of flat/ Apartment/ Row houses bungalow the Allotees/ Purchasers under the name and style as "MAJESTIC MEADOWS Co-op. Hsg. Society Ltd., under the provisions of the Maharashtra Co-operative Society Act., 1960, with the various covenants regarding entire said Project as well as flat/ Apartment/ Row houses bungalow to be allotted to the Allotees/ Purchaser/s under this agreement.
 - viii) The Promoters /Developers have exclusive right to manage the said Project as per their own convenience and policies .
- X) AND WHEREAS, after going through the representations and declarations made by the Promoters /Developers, the Allottee/Purchaser/s has/have requested the Promoters /Developers to allot him/her/ them Residential Apartment from Type E building from said Project . Therefore , the Allottee/ Purchaser/s is/ are offered an Apartment bearing number _____ admeasuring _____ Sq. Ft. carpet area, in Wing _____ on the _____ floor of Type E building to be known as " _____ ", in Phase I of the project known as "**MAJESTIC MEADOWS**" (herein after referred to as "**the said Apartment**") being constructed in the First phase of the said project, by the Promoters/Developers .
- Y) AND WHEREAS by virtue of the authorities referred above, the Promoters/Developers have sole and exclusive right to sell the Apartment/s in the said Type "E" building to be constructed by the Promoters/Developers on the said project upon said Properties and to enter into Agreement/s with the Allotte(s)/Purchaser/s of the Apartment/s to receive the sale consideration in respect thereof.
- Z) AND WHEREAS on demand from the Allottee/Purchaser/s , the Promoters/Developers have given inspection to the Allottee/Purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **M/s.Vastu Shilp Associates**, 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 thereunder.
- AA)** AND WHEREAS title clearance certificate dated 06/06/2017 is being issued by the **Advocate Mr. G. S. Shukla** specifying the title of the said Properties and right of the Promoters/Developers to develop

the said Properties . Copy of said title Clearance Certificate is annexed herewith as **Annexure “VI”**.

BB) AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/ the Purchasers, as sanctioned and approved by the local authority have been annexed and marked as **Annexure “V”**.

CC) AND WHEREAS the Promoters/Developers have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and if the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Buildings Completion Certificate of the said Buildings.

DD) 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 Promoters/Developers while developing the said project upon said Properties and the said building in respect of the said building/s shall be granted by the concerned local authority.

EE) AND WHEREAS the Promoters/Developers have accordingly commenced construction of the said building/s known as “**MAJESTIC MEADOWS**”, in the project known as “**MAJESTIC MEADOWS**” i.e. said Type- E in accordance with the said proposed plans.

FF) AND WHEREAS the Allottee/Purchaser/s has/have applied to the Promoters/Developers for allotment of an Apartment bearing number _____ admeasuring _____ Sq. Ft. carpet area on the _____ floor of Type-E building to be known as “_____”, in Phase I of the project known as “**MAJESTIC MEADOWS**”, (herein after referred to as the said” Apartment”) being constructed in the phase I, of the said project, by the Promoters/Developers.

GG) AND WHEREAS the carpet area of the said Apartment is _____ Sq. feet and “carpet area” means the net usable floor area of an apartment, excluding the area covered by external walls, area under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partitions walls of the Apartment.

HH) 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;

II) AND WHEREAS, prior to the execution of these presents the Allottee/Purchaser/s has/have paid to the Promoter a sum of Rs. _____ (Rupees _____) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the

Allottee/Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/Purchaser/shas/ have agreed to pay to the Promoters/Developers the balance of the sale consideration in the manner hereinafter appearing.

JJ) AND WHEREAS, under section 13 of the said Act the Promoters/Developers are required to execute a written Agreement for sale of said Apartment with the Allottee/Purchaser/s , being in fact these present and also to register said Agreement under the Registration Act, 1908.

KK) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, The Promoters/Developers hereby agrees to sell and the Allottee/Purchaser/s hereby agrees to purchase the Apartment in the Building .

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

1. The Recital of this Agreement shall form formal integrated part of terms and conditions of this agreement and same are building upon the parties to this Agreement.
2. The Promoters/Developers shall construct the said building consisting of ground plus Four upper floor building of Type-E, Building known as _____ and the project known as "**MAJESTIC MEADOWS**" upon the part of said Properties in said Project in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/ Purchaser/s in respect of variations or modifications which may adversely affect the area, floor and location Apartment of the Allottee/Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.
3. The Allottee/Purchaser/s hereby agrees to purchase from the Promoters/Developers and the Promoters/Developers hereby agrees to sell to the Allottee/Purchaser/s an Apartment/ Row House Bungalow bearing number _____ admeasuring _____ Sq. Ft. carpet area on the _____ floor of Type- E building to be known as "_____", in Phase I, the project known as "**MAJESTIC MEADOWS**" (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Annexure "IV"** for the total consideration of Rs. _____ including Rs. _____ for open parking spaces/Stilt car parking space bearing no. _____ amenity , more particularly shown by yellow colour upon the plan attached herewith as **Annexure "IV"**).
4. The parties herein have agreed upon manner of payment in respect of said Total Consideration amount by the Allotte/ Purchaser/s to the Promoters/ Developers in following manner :-
 - i. An amount of Rs. _____ /-(Rupees _____ Only) before execution of this agreement .However , the Allottee/Purchaser/s has/have paid the same

to the Promoters /Developers and same is more particularly described in the Receipt clause hereinafter referred . (not exceeding 10% of the total consideration)

- ii. An Amount of Rs. _____/-(_____) (not exceeding 30% of the total consideration) to be paid to the Promoters/Developers at the time of execution of this Agreement and same is more particularly described in the Receipt clause hereinafter referred.
- iii. An Amount of Rs. _____/-(_____) (not exceeding 45% of the total consideration) to be paid to the Promoters/Developers of the Plinth of the building or wing in which the said apartment is located.
- iv. Amount of Rs. _____/-(_____) (not exceeding 70% of the total consideration) to be paid to the Promoters/Developers on completion of the slabs and stilts of the building in which the said Apartment is located.
- v. Amount of Rs. _____/-(_____) (not exceeding 75% of the total consideration) to be paid to the Promoters/Developers on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- vi. Amount of Rs. _____/-(_____) (not exceeding 80% of the total consideration) to be paid to the Promoters/Developers on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vii. Amount of Rs. _____/-(_____) (not exceeding 85% of the total consideration) to be paid to the Promoters/Developers on completion of the external plumbing and external plaster, elevation, terraces with water proofing, of the building or wing in which the said Apartment is located.
- viii. Amount of Rs. _____/-(_____) (not exceeding 95% of the total consideration) to be paid to the Promoters/Developers on completion of the 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 in which the said Apartment is located.
- ix. Balance amount of Rs. _____(_____) against and at the time of handing over of the vacant and peaceful possession of the Apartment to the Allottee/Purchaser/s on or after receipt of occupancy certificate or completion certificate.
- x. Amount of Rs. _____/- being 1% of total consideration amount towards TDS amount , if the total consideration exceeds Rs.50,00,000/-

5. The Total Price above exclusives GST, Government or Semi Government taxes up to the date of handing over the possession of the said Apartment. The Allottee/ Purchaser/s shall liable to pay proportionate or entire amount of GST taxes upon the amount of this Agreement to the Promoters/Developers as an when the Promoters/Developers demands it in writing from the Allottees/ Purchasers.

6. 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 Promoters/Developers undertakes and agrees that while raising a demand on the Allottee/Purchasers for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoters/Developers 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 Allottee/Purchaser/s, which shall only be applicable on subsequently payments.
7. The Promoter/Developers shall confirm the final carpet area that has been allotted to the Allottee 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 shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter/Developers shall refund the excess money paid by Allottee 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 Allottee/Purchasers. If there is any increase in the carpet area allotted to Allottee, The Promoter/Developers shall demand additional amount from the Allottee/Purchaser/s as per the next milestone of the payment plan.
8. The Allottee/Purchaser/s authorize the Promoter/Developers to adjust/appropriate all payments made by him/her/ them under any head(s) of dues against lawful outstanding , if any, in his/her / their name as Promoter/Developers may in its sole discretion deem fit and the Allottee/Purchaser/s undertakes not to object/demand/direct the Promoter/Developers to adjust his/ her/ their payments in any manner.
9. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulation 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 Allottee/Purchaser/s , obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
10. The Promoter/Developers shall handover vacant and peaceful possession of the said Apartment to the Allottee/ Purchaser/s on or before **31/12/2022**, subject to compliance of the terms and obligation to pay entire consideration as well as all dues payments, taxes to the Promoters/ Developers as per this Agreement.
11. Time is essence of the Promoter/Developers as well as the Allottee. The Promoter/Developers shall abide by the time schedule for completing the project and handing over the [Apartment] to the allottee after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allotte 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 Promoter/Developers as provided herein above.

12. The Promoter/Developers shall provide amenities to said Apartment and common amenities said _____ building and said Project and same are more particularly described in the **Annexure "I"** hereinabove.
13. The Promoters/Developers hereby declares that the Floor Space Index available as on date in respect of the said **E Type Building** known as "**Majestic Meadows**" project upon said Properties is **3756.53** square meters only and Promoter has planned to utilize Floor Space Index of **199.5** Sq. Mtrs approx. by availing present available FSI as per present development policies, rules & regulations. If while implementing various development 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 upon said Properties or plot of land to be amalgamated to said properties. The Promoter has disclosed the TOTAL Floor Space Index of **3956.03 Sq. Mtrs.** by availing available FSI available 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 Promoters/Developers have disclosed the Floor Space Index of **199.5 Sq. Mtrs** approx. as Propose to be utilized by them on the said project upon said Properties and Allottee/Purchaser/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters/Developers by utilizing the proposed FSI on the understanding that the declared proposed FSI shall belong to Promoters/Developers only.
14. The Allottee/Purchaser/s hereby declares and undertakes to the Promoters/Developers that :-
 - a) He /She/ they is/are hereby irrevocably gives his/ her/ their consent for utilization of balance / future FSI upon the said properties or after adjoining plot to be amalgamated to the Promoters/Developers .
 - b) He /She/ they is/are hereby irrevocably gives his/ her/ their consent for change in location of the constructions of the buildings from said Project .
 - c) He /She/ they is/are hereby irrevocably gives his/ her/ their consent for constructions for additional floors upon the buildings approved by planning authority for utilization of balance / future FSI upon said Properties .
 - d) to the Allottee/Purchaser/ s as per terms of this agreement .
 - e) He /She/ they is/are hereby irrevocably gives his/ her/ their consent for all forms, undertaking , applications etc. for formation of Mahara.
 - f) He /She/ they is/are hereby irrevocably gives his/ her/ their consent for due observations of rules, regulations, resolutions to be finalized by the Promoters/Developers or Co-operative Housing Society.

- g) He /She/ they shall not cause any obstructions or hindrances to the Developers/ Promoters during the course of development of the said properties and said buildings .
 - h) He /She/ they shall regularly pay periodical maintenances charges , amenities charges in respect of said Apartment to the Promoters/Developers till formation of Co-operative Society or limited Company.
15. As long as the Allottee/ Purchaser/s is/ are making payment of balance consideration of this agreement to the Promoters/Developers, and If the Promoters/Developers fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee/Purchaser/s, the Promoters/Developers agrees to pay to the Allottee/Purchaser/s , who does not intend to withdraw from the project, interest @ 10% p.a. upon the already paid amount to the Promoters /Developers by the Allottee/ Purchaser/s till handing over vacant and peaceful possession of said Apartment to the Allottee/ Purchaser/s .
16. Without prejudice to the right of the Promoters /Developers, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee/ the Purchaser/s to Promoters/Developers on demand by the to the Promoters /Developers under this Agreement ,and on the Allottee/Purchaser/s committing defaults of payment of installments or any due amount , the Promoters /Developers shall at their own option, may terminate this Agreement, Provided that, Promoters/Developers shall give notice of fifteen days in writing to the Allottee/Purchaser/s, by Registered Post AD, at the address provided by the allottee and /or mail at the e-mail address provided by the Allottee, of their intention to termination 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 Allottee/Purchaser/s fails to rectify the breach or breaches mentioned by the Promoters /Developers within the period of notice then at the at the end of such notice period, Promoters /Developers shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoters /Developers shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to promoter) 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 Allottee to the Promoters .
17. The Promoters /Developers shall give possession of the Apartment to the Allottee/Purchaser/s on or before **31st day of December 2022**. If the Promoters /Developers fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters /Developers shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned herein above from the date the Promoters /Developers received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoters /Developers 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.

18. Procedure for taking possession- The Promoters /Developers, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/Purchaser/s as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 10 days from the date of issue of such notice and the Promoters /Developers shall give possession of the Apartment to the Allottee. The Promoters /Developers agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities documentation on part of the Promoters /Developers. The Allottee agree(s) to pay the maintenance charges as determined by the Promoters /Developers or Co-operative housing Society or limited company, as the case may be. The Promoters /Developers on its behalf shall offer the possession to the allottee in writing within 10 days of receiving the occupancy certificate of the Project. The Allottee/Purchaser/s shall take possession of the Apartment within 10 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:
- 19 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 18, the Allottee shall take possession of the Apartment from the Promoters/Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters/Developers shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause above, such Allottee shall continue to be liable to pay maintenance charges as applicable.
20. 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 Promoters/Developers at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters/Developers , compensation for such defect in the manner as provided under the Act.
21. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He/she/they shall use the garage or parking space only for purpose of keeping or parking vehicle otherwise , the Promoters have exclusive right to cancel the parking amenity attached to said Apartment and shall allot it to any other Allottee.
22. The Allottee along with other allottee(s)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 Promoter 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 bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee 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.

22.1 The Promoter hereby declare that pursuance to the scheme evolved by the land owner, the Promoter and persons developing and constructing building in the said layout will form or their respective and federal or Apex Co-operative society (hereinafter referred to as the Apex body”) of all such co-operative Housing societies in the said layout will be formed and the said Federal Co-operative Society shall be named as Majestic Meadows or as deemed fit by concern authority and the said Federal Co-operative Society Shall be handover all the common facilities and amenities in respect of the said layout and the said Apex Body shall be entrusted with the repairs and maintenance of the said common facilities, amenities and services for the benefits of the members of the Co-operative societies and the owner shall execute or cause to be executed in favour of the said Apex Body a lease for period of 999 year in respect of the lands falling in said layout at nominal rent Rs.1 per annum and if required conveyance will be done in favour of Apex Body.

22.2 The said building’s society along with other society of said Entire land lay –out shall join and form an apex body, a federal Co-operative Housing Society. The Entire Land and each and every building will become a member of said Apex Society, including the building to be constructed by the Promoter herein and the title and / or conveyance of Entire Land will be conveyed, transferred and assigned in favour of the said Apex Society Body only for the convenience of the management of common infrastructure and common amenities of the Layout of the Entire Land.

22.3 The Promoter shall cause the original owner to transfer the said land described in schedule hereunder written with the building to be constructed by the Promoter along with other building on side land to the Apex Body /federation of society.

23. Within 10 days after notice in writing is given by the Promoters/Developers to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the respect of the said Project 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 said project and Building/s. Until

the Co-operative Society is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoters/Developers such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's shares is so determined the Promoters/Developers. The amounts so paid by the Allottee to the Promoters/Developers shall not carry any interest and remain with the Promoters/Developers until assignment of lease of the structure of the building or wing is **executed in favour of the Apex Body/ Co-operative Society/ Federation of Co-operative Housing Society**. On such conveyance/lease/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 Promoters/Developers to the **Apex Body/ Co-operative Society/ Federation of Co-operative Housing Society**, as the case may be.

24. The Allottee/Purchasers shall on or before delivery of possession of the said Apartment, keep deposited with the Promoters/Developers, the Following amounts:-

- (i) Rs. _____ for share money, application entrance fee of the _____ **Apex Body/ Co-operative Society/ Federation of Co-operative Housing Society**.
- (ii) Rs. _____ for formation and registration of the _____ **Apex Body/ Co-operative Society/ Federation of Co-operative Housing Society** Rs. _____ for proportionate share of taxes and other charges/levies in respect of _____ building.
- (iii) Rs. _____ for deposit towards provisional monthly contribution towards outgoings of _____ Building.
- (iv) Rs. _____ For Deposit towards Water, Electric, and other utility and services connection charges &
- (v) Rs. _____ for deposits of electrical receiving and sub Station provided in Layout.

25. The Allottee/Purchaser/s shall pay to the Promoters/Developers a sum of Rs. _____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters/Developers in connection with formation of the **Apex Body/ Co-operative Society/ Federation of Co-operative Housing Society** and Deed of Apartment, Agreement for Sale and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

26. At the time of registration of Lease of the structure of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the Co-operative Society or Limited Company on such 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 Lease of the project land, the Allottee shall pay to the Promoters/Developers, the Allottee's share of stamp duty and registration charges payable, by the said Co-operative

Society on such lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of Co-operative Society .

27 .REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS/DEVELOPERS :-

The Promoters/Developers hereby represents and warrants to the Allottee/ Purchasers are as follows;

- i. The Promoters/Developers have clear and marketable title with respect to the said properties ; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project upon said properties and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoters/Developers have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approval from time to time to complete the development of the said project;
- iii. There are no encumbrances upon the said project upon said properties 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 said project land .
- v. All approvals, licenses and permits issued by the competent authorities with respect to the said project, said properties and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said project, said properties and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, said properties , Building/wing and common areas;
- vi. The Promoters/Developers have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoters/Developers have 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 said Project and the said Apartment which will, in any manner, affect the rights of Allottee under this agreement;
- viii. The Promoters/Developers confirms that the Promoters/Developers are not restricted in any manner whatsoever from selling the said Apartment to the allottee in the manner contemplated in this agreement;

- ix. At the time of execution of the Lease deed of the structure to the association of allottees the Promoters/Developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee as per **Apex Body/ Co-operative Society/ Federation of Co-operative Housing Society**;
- x. The Promoters/Developers have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and /or penalties and other outgoings, whatsoever, payable with respect to the said project to the 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 Promoters/Developers in respect of the project land and /or the project except those disclosed in the title report.

28 . The Allottee/s or himself/themselves with intention to bring all person into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows:-

- i. To maintain the Apartment at the Allottee'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 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 of 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 Allottee in this behalf, the Allottee shall be liable for the consequence 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 Promoter to the Allottee 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 Allottee shall be responsible and liable for the

consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolished 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 particulars, 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, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the Prior written permission of the Promoter 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 nay 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 Promoters/Developers within fifteen days of demand by the Promoter, 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 changes of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee 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 theAllottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations **Co-operative Housing Society** 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 the Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the **Co-operative Housing Society** 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 Lease of the structure of the building in which Apartment is situated is executed in favour of **Co-operative Housing Society**, the Allottee shall permit the Promoters/Developers and their surveyors and agents, with or without workmen and others, at all reasonable times, to entrance into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a Lease of the said properties on which the building in which Apartment is situated is executed in favour of Apex Body/ Federation of **Co-operative Housing Society**, the Allottee shall permit the Promoters/Developers 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 view and examine the state and condition thereof.

29. The Promoters/Developers shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital, maintenances etc. **for the Co-operative housing Society Ltd., under Maharashtra Co-operative Society Act, 1960** or towards the out goings, legal charges and shall utilize the amounts only for the purpose for which they have been received.

30. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said properties and building or any part thereof. The Allottee 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, common internal road, swimming pool, club house, restaurant etc. will remain the property of the Promoters/Developers.

33. Promoter shall not mortgage or create charge

After the execution of this agreement, the Promoters/Developers 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 Allottee who has taken or agreed to take such Apartment.

33. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoters/Developers does not create a binding obligation on the part of the Promoters/Developers or the Allottee until, firstly, the Allottee 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 Allottee and secondly, appears for registration of the same before the concerned Sub-Registration as and when intimated by the Promoter, then the Promoters/Developers shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

34. 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.

35. RIGHTS TO AMEND

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

36. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES

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 Allottee of the Apartment, in case of a transfer, as the said obligation go along with the Apartment for all intents and purposes.

37. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(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 said Project.

39. 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 confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

40. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoters/Developers through its authorized signatory at the Promoter’s Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter 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.

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

42. That all notices to be served on the Allottee and the Promoters/Developers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D. and notified Email ID/ Under Certificate of Posting at Their respective addresses specified below:

Name of Allottee
(Allottee’s Address)
Notified Email ID: _____

M/S. SAI RAJ NIRMAAN REALTORS,
its registered & principal place of business office at EC/93,A-003,Krishna Sagar CHS.Ltd.,Evershine City , Vasai (East), Tal- Vasai, District- Palghar, Pin no. 401201.
Notified Email ID: _____

It shall be the duty of the Allottee and the Promoters/Developers 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 communication and letters posted at the above address shall be deemed to have been received by the Promoters/Developers or the Allottee, as the case may be.

43. JOINT ALLOTTEE

That in case there are Joint Allottees all communication shall be sent by the Promoters/Developers to the Allottee 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 Allottees.

44. Stamp Duty and Registration :-

The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

45. Dispute Resolution :-

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the MAHARERA Authority as per the provisions of the Real Estate (Regulation and development) Act, 2016, Rules and Regulations, thereunder.

46. 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 Palghar courts will have the jurisdiction for this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

SCHEDULE OF LAND

Piece and parcel of non- agricultural lands situated at Village –Dhekale , Tal- Palghar ,Dist- Palghar, which are as follows :-

Sr.No.	Gat No.	Hissa No.	Area (H-R)	Assessment (Rs.-Ps.)
1	2	3E	0-50-0	1-73
2	1	1B	0-41-0	0-20
3	96	2	0-20-2	0-59
4	1	1A	0-60-0	0-50
		Total	1-71-2	

SCHEDULE OF APARTMENT

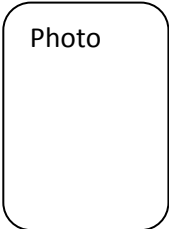
Apartment/ Row House Bungalow bearing number _____ admeasuring _____Sq.Ft. carpet area on the _____floor of Type- E building to be known as **“MAJESTIC MEADOWS”** constructed and situated upon property more particularly described in the Schedule-I hereinabove .

THE SECOND SCHEDULE ABOVE REFERRED TO

DESCRIPTION OF COMMON AREAS AND COMMON FACILITIES

1. Common areas shall include :-
 - a) Areas covered under the external and internal walls and pardis (built up areas)
 - b) Staircases, lobbies, passages and landings, common terraces (excluding pocket/attached terraces abutting certain flats and, as such, exclusively allotted to Purchaser of the said flat) Open spaces appurtenant to the building including garden.
2. Common facilities in the building shall include :-
 - a) Overhead and underground water storage tanks and water pipes, water meter, pump room with pumps and accessories.
 - b) Drainage and sewerage including septic tank and soak etc.
 - c) Electrical common load wiring, starters/switches and all common wirings.
 - d) Common lights in staircases, landings, gates, terrace and compounds.
 - e) Unallotted open bathroom spaces.
 - f) Compound gate/s
 - g) Common Compound walls.
 - h) Lift

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.



SIGNED AND DELIVERED BY)
THE WITHIN NAMED“ **The Promoters**”)
M/S. SAI RAJ NIRMAAN REALTORS) For Sai Raj Nirmaan Realtors
Through authorized partner)
Mr. BHAVESH KRISHNAKUMAR DAVE) Partner

In the presence of)

SIGNED AND DELIVERED BY)
THE WITHIN NAMED“ TheAllotee/S)
_____)
_____)

In the presence of)

Witnesses :-

1

2

RECEIPT

We, M/S. SAI RAJ NIRMAAN REALTORS, have received an amount of Rs. _____/-(Rupees _____ Only) towards part consideration amount of this Agreement from the Allottee/Purchaser through following cheques/DD/Pay order /RTGS/Cash system :-

Sr.No.	Bank Name	Cheque/DD/Pay order /RTGS/Cash No.	Date	Amount

We say received,

For M/S. SAI RAJ NIRMAAN REALTORS

Partner

in presence of

1.

2.

ANNEXURE

- Annexure I : List of Amenities**
- Annexure II : PROMOTER DETAILS**
a) RERA Regd Certificate
b) Authority Letter
c) Pan card of Promoter
- Annexure III : Pan card/Aadhar Card of Allottee/s**
- Annexure IV : Floor Plan**
- Annexure V : Lay-out Plan**
- Annexure VI : Search & Title Report**
(issued by Advocate Mr. G. S. Shukla)
- Annexure VII : 7/12 Extract, Mutation Entry**
- Annexure VIII : Gram Panchayat NOC**
(issued by Dhekale Grampanchayat)
- Annexure IX : Non-Agriculture Certificates and Commencement Certificate**
(issued by Collector of Palghar)
- Annexure XIII : Part copy of blue Print/Approved Plan**
- Annexure XIV : Power of Attorney**
- Annexure XV : Power of Attorney Declaration**
- Annexure XVI : Witness Details**

ANNEXURE - "I"

LIST OF AMMENITIES

DOOR & WINDOW

- Decorative laminated main flush door with high quality brass fitting
- Power coating aluminium sliding window with one way mirror glass with Marble/Granite sill (Jindal Eroting Material)

FLOORING & KITCHEN

- Elegant high quality vitrified tiles along with skirting in the entire flat.
- Granite kitchen platform with stainless steel sink and tiles up to beam level above platform

TOILET & BATHROOM

- Full tiles on flooring and wall in Bath & W.C. upto beam level.
- Geyser point in bathroom.
- Concealed plumbing and high quality brass fitting and fixtures
- Branded sanitary ware of good quality (Jaguar)

ELECTRICAL

- Heavy duty copper wire in entire flat with adequate point with high quality modular switches.
- Telephone and T.V. points in the living room and bedrooms.


PAINTING

- Good quality distemper paint in entire flat.
- Decorative P.O.P. moulded ceiling in the living room.
- The exterior of the building will be painted with good quality acrylic branded paint.

- **Elevator with generator back-up**

Annexure II

a) RERA Regd Certificate



Maharashtra Real Estate Regulatory Authority
REGISTRATION CERTIFICATE OF PROJECT
FORM 'C'
 [See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :
P99000001734
Project: Majestic Meadows, Plot Bearing / CTS / Survey / Final Plot No.: 1-1A 1-1B 2-3E 95-2 at Dhekale, Palghar, Palghar, 401102;

- Sairaj Nirmaan Realtors** having its registered office / principal place of business at Tehsil: **Vasai, District: Palghar, Pin: 401208.**
- This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rules of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (i) of sub-section (2) of section 4 read with Rule 5;
OR
 That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - The Registration shall be valid for a period commencing from **29/07/2017** and ending with **31/12/2022** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
 Digitally Signed by
 Dr. Vasan Premchand Prabhu
 (Secretary, MahaRERA)
 Date: 7/29/2017 1:24:14 PM

Dated: 29/07/2017
 Place: Mumbai

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

Annexure II

b) authority Letter

Annexuexure : VI

B) Mutation Entry

राष्ट्रीय भूमि अभिलेख आधुनिकीकरण कार्यक्रम, महाराष्ट्र राज्य.

Page 1 of 1

गाव नमुना ६
फेरफार नोंदवही (फेरफार पत्रक)
[महाराष्ट्र जमीन मंडळाने अधिकारी अभिलेख आणि नोंदवही (तयार करणे व ठेवणे) नियम, १९७१ यातील नियम १०]
गाव :- ठेकाले तालुका :- पालघर जिल्हा :- पालघर

नोंदीचा अनुक्रमक्रमांक	संपादन केलेल्या अधिकाराचे स्वतः	परिणाम झालेले प्रमाण व उपविभाग क्रमांक	अधिकार्याचे नाव , आदयाक्षरी व शीरा
781	नोंदीचा प्रकार : आदेश व दस्तावेज फेरफाराचा दिनांक : 19/05/2017 माहिती मिळालेला दिनांक :- 02/05/2017 अधिकारी : मा. जिल्हाधिकारी सो. पालघर आदेश क्रमांक : क्रमांक/महसूल/कस-1/ट-1/एनएपी/एसआर-96/2014 आदेश दिनांक : 25/04/2016 बिनरोली आदेशाने बाजूस दाखल केलेली जमीन श्री. सत्येंद्र महेंद्रसिंह मुवार उर्फ खेकार व श्री. भगवैश कृष्णकुमार टळे यांचे सामाईक नावे घालत असून त्यांना मा. जिल्हाधिकारी सो. पालघर बांधे कडील बिनरोली आदेश क्र. महसूल/कस-1/ट-1/एनएपी/एसआर-96/2014 दिनांक 25/04/2016 अन्वये आदेशातील शर्त क्र. 1 ते 37 ला अधिन राहून त्यांच्या मालकीच्या जागेत समूह निवास गृहबांधणी योजनेस सहिवास व वाणिज्य प्रयोजनाय बिनरोली बांधकाम वापर करण्याची परवानगी देण्यात देण्यात आलेली आहे. मंजूर रेखांकनाप्रमाणे गाव दप्तरची नोंद केली आहे. मट नं. 1/138 0.60.0 हे. आर. मट नं. 1/138 0.41.0 हे. आर. मट नं. 2/38 0.50.0 हे. आर. मट नं. 96/2 0.20.2 हे. आर. एकूण क्षेत्र 1.71.2 हे. आर. मैफी सव्हीस रोडखालील क्षेत्र 102.21 चौ. मी. रस्ता स्टीकरणाखालील क्षेत्र 218.78 चौ. मी. गार्डन खालील क्षेत्र 2496.09 चौ. मी. मनोटपे क्षेत्र 14302.92 चौ. मी. एकूण एकंदर क्षेत्र 17120.00 चौ. मी. सव्हीस रोड, रस्ता स्टीकरण, व गार्डन या क्षेत्रावर बांधकाम अनुज्ञेय नाही. सदरच्या नोंदी सात बाराच्या कृतर हक्क सदरी दाखल केल्या आहे. सदरची नोंद आदेशातील शर्त क्र. 1 ते 37 ला अधिन राहून सदरची जमीन बिनरोलीकडे वगैरे केली आहे. हितसंबंधितांना नोंदीस बजावल्याचा दि. फेरफार नोंद मिगेलीचा दि. 19/05/2017 (जोरपीन बिटर रामज्या) तलाठी ठेकाले साझा ता. पालघर जि. पालघर	1/138+1/138+2/38+96/2 एकूण :- 1	मा. जिल्हाधिकारी सो. पालघर बांधेकडील आदेश क्रमांक महसूल/कस-1/ट-1/एनएपी/एसआर-96/2014 दिनांक 25/04/2016 चा आदेश पाहिला. सबब नोंद प्रमाणित. वसंत विठ्ठल कारणे मंडळ :- ता. पालघर जि. पालघर दि. 19/05/2017

प्र. तलाठी साझा - ठेकाले
ता. जि. पालघर

Annexure : VII

GRAM-PANCHAYAT NOC

ग्राम पंचायत कार्यालय गांजे-ढेकाळे

मु.पो.ढेकाळे ता.पालघर, जि.ठाणे.

(पेक्षा श्रंतर्गत ग्रामपंचायत)

Email Id :- ganjedhekaale@gmail.com



स्थापना १९५८

जावक क्र.: ४२५ /२०१४/१५

दिनांक -१९/०९/२०१४

नाहरकत दाखला

ग्राम पंचायत गांजे-ढेकाळे यांकडून दाखला देण्यात येतो की श्री.भावेश कृष्णकुमार दवे व श्री.सत्येंद्र म. पुवार यांनी ग्राम पंचायत गांजे-ढेकाळे मधील अनुक्रमे भुमापण क्र./गट क्र १/१ अ, १/१ ब, २/३ ई, १६/२ मधील अनुक्रमे क्षेत्र ०-५६-०, पोट खराबा क्षेत्र ०-०४-०, क्षेत्र ०-४१-०, पोट खराबा क्षेत्र ०-००-०, क्षेत्र ०-५०-०, पोट खराबा क्षेत्र ०-००-०, क्षेत्र ०-२०-२, पोट खराबा क्षेत्र ०-००-० सदर क्षेत्र हे बिनशेती करण्यासाठी ग्रामपंचायतीकडून नाहरकत दाखल्याची मागणी केलेली आहे. त्यानुसार ग्राम पंचायत गांजे-ढेकाळे मासिक सभा दि.२४/०९/२०१४ मासिक सभा ठराव ३०/१ अन्वये, श्री.भावेश कृष्णकुमार दवे व श्री.सत्येंद्र म. पुवार यांनी ग्राम पंचायत गांजे-ढेकाळे मधील अनुक्रमे भुमापण क्र./गट क्र १/१ अ, १/१ ब, २/३ ई, १६/२ मधील अनुक्रमे क्षेत्र ०-५६-०, पोट खराबा क्षेत्र ०-०४-०, क्षेत्र ०-४१-०, पोट खराबा क्षेत्र ०-००-०, क्षेत्र ०-५०-०, पोट खराबा क्षेत्र ०-००-०, क्षेत्र ०-२०-२, पोट खराबा क्षेत्र ०-००-० सदर क्षेत्र हे बिनशेती करण्यासाठी ग्रामपंचायतीकडून नाहरकत दाखल्याची मागणी केली आहे.त्यानुसार सदर क्षेत्र हे बिनशेती करण्यासाठी पुढील अटी शर्तीस अधीन राहून ग्रामपंचायत नमूद क्षेत्र बिनशेती करण्यासाठी नाहरकत दाखला देण्यात येत आहे.

अटी शर्ती -

- १) सदर जमीन ज्या प्रयोजनासाठी बिनशेती करणेत येईल, त्याच प्रयोजनासाठी त्याचा वापर करणे बंधनकारक राहील.
- २) सदर जमीन बिनशेती करणेसाठी पाटबंधारे विभागाची परवानगी घेणे आवश्यक राहील.
- ३) ज्या प्रयोजनासाठी बिनशेती करणेत आलेली आहे, त्याच्या व्यतिरिक्त प्रयोजनासाठी जमिनीचा वापर करावयाचा असल्यास जिल्हाधिकारी यांची पूर्व परवानगी घेणे बंधन कारक राहील.
- ४) सदर जमीन बिनशेती झाल्यानंतर त्यावर कोणत्याही प्रकारचे बांधकाम करण्यापूर्वी बांधकाम आराखड्यानुसार ग्राम पंचायतीची पूर्व परवानगी घेऊनच बांधकाम करणे बंधन कारक राहील.
- ५) सदर बिनशेती जमिनीवर कोणत्याही प्रकारचे सांडपाणी व इतर बाबीपासून पर्यावरणास बांधा निर्माण होणार नाही. याची दक्षता घेणे बंधनकारक राहील.
- ६) सदर जमिनीवर निर्माण होणारे बांधकाम यास पाणी पुरवठा, वीज पुरवठा, रस्ते व इतर आवश्यक सोयी सुविधा आवश्यक सोयी सुविधांची व्यवस्था करणे त्यास बंधन कारक राहील. सदर जमिनीबाबत काही वाद विवाद निर्माण झाल्यास वा कोर्टाकडील आदेशानुसार काही फेरबदल झाल्यास सदर नाहरकत दाखला रद्द करण्याचा अधिकार ग्रामपंचायत राखून ठेवत आहे.
- ७) सदर जमिनीवर जाण्यासाठी मूळ रस्त्यापासून आवश्यक रस्ता करून देण्यास ग्राम पंचायत बांधील राहणार नाही.
- ८) सदर जमीन बिनशेती झाल्यानंतर सदर बिनशेती जमिनीवर जिल्हा परिषदेचा एका वेळी भरवायाचा बिनशेती टॅक्स भरणे बंधन कारक राहील.
- ९) तसेच सदर जमीन बिनशेती करण्यासाठी आवश्यक इतर सर्व खात्यांकडील आवश्यक परवानग्या

Annexure : VIII

क्र.महसूल/क.स.१/टे.१/एनएपी/एसआर-१६/२०१४

क्र.महसूल/क.स.१/टे.१/एनएपी/एसआर-१६/२०१४

जिल्हाधिकारी कार्यालय पालघर

दिनांक ०४/२०१६ 25 APR 2016

वाचले :-

- १) श्री. सत्येंद्र महेंद्रसिंह पुवार उर्फ खेवर २) श्री. भावेश कृष्णकुमार दवे रा-ऐ/००३, ईसी-१३ क्रिष्णा सरोवर, क्रिष्णा सागर को.ऑप.सो.लि. एव्हरसाईन सिटी, वसई (पूर्व) ता.वसई जि.पालघर यांचा दिनांक १७/०४/२०१४ रोजीचा अर्ज.
- २) नगर रचनाकार, पालघर शाखा यांचेकडील शिफारस पत्र जा.क्र. विश/बाप/रेखांकन/मी.हेकाळे/ ता.पालघर/स.क.१/१अ/रहिवास/नर-पालघर/११३ दिनांक ०५/०२/२०१६.
- ३) तहसिलदार पालघर यांचेकडील अहवाल क्रमांक जमिनवाच-२/कापि-८७६ दिनांक २३/१२/२०१५.
- ४) ग्रुप ग्रामपंचायत कार्यालय गांजे-हेकाळे, ता.पालघर जि.पालघर यांचेकडील जा.क्र. ४२५/२०१४/१५ दिनांक १९/०१/२०१५.
- ५) उप कार्यकारी अभियंता, म.रा.वि.वि.कं.मर्यादित, पालघर यांचेकडील जा.क्र. उपकाअ/पालघर/तांत्रिक क्र.डी-५९७२ दिनांक ६ ऑक्टोबर २०१५.
- ६) वैद्यकीय अधिकारी, प्राथमिक आरोग्य केंद्र दुर्बस, ता.जि.पालघर यांचेकडील आरोग्यावाचत नाहरकत वाखला जा.क्र. ६५ दिनांक ०५/११/२०१५.
- ७) दिनांक १५/०२/२०१६ रोजीचे क्षतिपूर्ती बंधपत्र (Indemnity Bond)



ज्या अर्शी :-

ज्या अर्शी, उपोदघातातील अनुक्रमांक १ अन्वये पालघर जिल्ह्यातील पालघर तालुक्यातील मीजे हेकाळे येथील गट क्रमांक १/१अ क्षेत्र ०.६०.० हे.आर, गट क्रमांक १/१ब क्षेत्र ०.४१.० हे.आर, गट क्रमांक २/१ई क्षेत्र ०.५०.० हे.आर, गट क्रमांक १६/२ क्षेत्र ०.२०.२ हे.आर असे एकूण एकत्रित क्षेत्र १.७१.२ हे.आर पैकी रस्ता रुंदीकरणाखालील क्षेत्र २१८.७८ चौ.मी. तसेच सर्व्हेस रोड खालील क्षेत्र १०२.२१ चौ.मी. बजा जाता उर्वरित निष्पक्ष क्षेत्र १६७९९.०१ चौ.मी. या त्यांच्या मालकीच्या जागेत समुह निवास गृहबांधणी योजनेस रहिवास व वाणिज्य प्रयोजनार्थ विनशेती बांधकाम वापर करण्याची परवानगी मिळण्याबाबत अर्ज प्राप्त झालेला आहे.

ज्या अर्शी, उपोदघातातील अनुक्रमांक २ अन्वये नगर रचनाकार, पालघर शाखा यांचेकडील जा.क्र. विश/बाप/रेखांकन/ मी.हेकाळे/ता.पालघर/स.क.१/१अ/रहिवास/नर-पालघर/११३ दिनांक ०५/०२/२०१६ अन्वये सुयोग्य नियोजनाचे दृष्टीकोनातून विनशेती बांधकामाचे आराखडे मंजूर केलेले आहेत.

ज्या अर्शी, परवानगी मागितलेल्या व आज गा.न.नं. ७/१२ चे कच्चेदार सदरी असलेल्या व्यक्तीचे मालकी हप्क निर्दिष्ट असल्याचे अभिलेखावरून दिसून येते. सदर जमिनीस आदिवासी हस्तांतरण कायद्याच्या तरतुदी लागू होत नाहीत. त्याचप्रमाणे जमिन नागरी जमीन कमाळ धारणा कायद्याचे तरतुदीनुसार अतिरीक्त घोषित झालेली नाही. तसेच नागरी जमीन कमाळ धारणा कायद्याचे कलम १० (३) व १०(५) खालील तरतुदीनुसार कार्यवाही झालेली नाही, असे अभिप्राय नमूद करून उपोदघातातील अनुक्रमांक ३ अन्वये तहसिलदार पालघर यांनी अहवाल सादर केलेला आहे.

त्या अर्शी, आता महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ४४ अन्वये जिल्हाधिकारी पालघर यांच्याकडे निहित करण्यात आलेल्या अधिकारांचा वापर करून उक्त अर्पर जिल्हाधिकारी याद्वारे, १) श्री. सत्येंद्र महेंद्रसिंह पुवार उर्फ खेवर २) श्री. भावेश कृष्णकुमार दवे रा-ऐ/००३, ईसी-१३ क्रिष्णा सरोवर, क्रिष्णा सागर को.ऑप.सो.लि. एव्हरसाईन सिटी, वसई (पूर्व) ता.वसई जि.पालघर यांना पालघर जिल्ह्यातील पालघर तालुक्यातील मीजे हेकाळे येथील गट क्रमांक १/१अ क्षेत्र ०.६०.० हे.आर, गट क्रमांक १/१ब क्षेत्र ०.४१.० हे.आर, गट क्रमांक २/१ई क्षेत्र ०.५०.० हे.आर, गट क्रमांक १६/२ क्षेत्र ०.२०.२ हे.आर असे एकूण एकत्रित क्षेत्र १.७१.२ हे.आर पैकी रस्ता रुंदीकरणाखालील क्षेत्र २१८.७८ चौ.मी. तसेच सर्व्हेस रोड खालील क्षेत्र १०२.२१ चौ.मी. बजा जाता उर्वरित निष्पक्ष क्षेत्र १६७९९.०१ चौ.मी. या त्यांच्या मालकीच्या जागेत समुह निवास गृहबांधणी

प्रस्तावित खुले क्षेत्र - २४९६.०९ चौ.मी.

१) प्रस्तावित समूह गृहबांधणी योजनेचा गोप्यदारा खालील प्रमाणे आहे.

२) नियोजित बांधकाम क्षेत्र हे मंजूर नकाशाप्रमाणे असावे व प्रत्येक मजल्यावरील कमाल बांधकाम क्षेत्र नकाशात दर्शवित्यानुसार खालील तक्त्यानुसार असणे आवश्यक आहे.



- Allottee/s

क्र.महसूल/कस.१/टे.१/नॉले डेकाळे ता.पालघर/ग.क्र. १/१अ,१/१ब, २/२ई/१/२/एसआर-१६/२०१४

यांची पूर्व परवानगी घेणे आणि फेरबदलाचे नकाशे प्रथम मंजूर करून घेणे अनुज्ञाग्राही यांचेवर बंधनकारक राहिल.

२२) अनुज्ञाग्राही व्यक्तीने आजूबाजूच्या परिसरांत अस्वच्छता व पाण निर्माण होणार नाही अशा रीतीने आपल्या स्वतःच्या खर्चाने आपली पाणीपुरवठ्याची व सांडपाण्याचा योग्य निचरा करण्याची संपूर्ण व्यवस्था करणे बंधनकारक राहिल.

२३) मंजूर रेखांकनानुसार अंतर्गत रस्त्याचे व गाईनचे क्षेत्र पूर्णपणे विकसित करून ते स्थानिक प्राधिकरण म्हणून ग्रामपंचायतीकडे तात्काळ हस्तांतरित करावे. तसेच सदर मंजूर रेखांकनानुसार सार्वजनिक सुविधा क्षेत्र भूखंडाचा प्रत्यक्ष वापर मंजूर प्रयोजनार्थ करणे बंधनकारक राहिल.

२४) या आदेशामध्ये नमूद केलेल्या शर्तीपैकी कोणत्याही शर्तीचे अनुज्ञाग्राही व्यक्तीने उल्लंघन केल्यास उक्त अधिनियमाच्या उपबंधान्वये असा अनुज्ञाग्राही ज्या कोणत्याही शास्तीस पात्र ठरेल त्या शास्तीस याचा न येऊ देता जिल्हाधिकारी कार्यालय पालघर निर्दिष्ट करेल असा दंड आणि आकारणी भरल्यानंतर उक्त जमीन किंवा भूखंड अर्जदाराच्या ताब्यात राहू देण्याचा अधिकार असेल.

२४अ) उपरोक्त परवानगीच्या तरतुदी विरुद्ध जाऊन कोणतीही इमारत किंवा बांधकाम उभे करण्यात आले असेल किंवा मंजूर तरतुदी विरुद्ध या इमारतीचा किंवा बांधकामाचा वापर करण्यात आला असेल तर यिनिर्दिष्ट मुदतीच्या आत अशा रीतीने उभारलेली इमारत काढून टाकण्याविषयी किंवा तीत फेरबदल करण्याविषयी पालघरच्या जिल्हाधिका-याने निर्देश देणे विधीसमत असेल. तसेच जिल्हाधिकारी कार्यालय पालघर यांना अशी इमारत किंवा बांधकाम काढून टाकण्याचे किंवा तीत फेरबदल करण्याचे काम ग्रामपंचायत यांचे मार्फत करवून घेण्याचा किंवा त्या प्रतीपक्ष आलेला खर्च अनुज्ञाग्राही व्यक्तीकडून जमीन महसुलाची वकबाकी म्हणून सक्तीने वसूल करून घेण्याचा अधिकार असेल.

२५) दिलेली ही परवानगी मुंबई कुळवहियाट व शेतजमीन अधिनियम १९४८, महाराष्ट्र ग्रामपंचायत अधिनियम आणि नगरपालिका अधिनियम इ.सारख्या त्या वेळी अंमलात असलेल्या इतर कोणत्याही कायद्याचे कोणतेही उपबंध/प्रकरणाच्या अन्य संबंधीत बाबींच्या बाबतीत लागू होतील वा त्या उपबंधाच्या अधिन असतील.

२६) प्रस्तावित जमिनीच्या भिगरशेतकी आकारणीच्या पाचपट रक्कम रु. ५३३६०/- (अक्षरी त्रपत्र हजार तीनशे साठ रुपये मात्र) रूपांतरीत कर (कन्व्हर्शन टॅक्स) म्हणून चलन जीआरएन एमएच ०००० १७३७६ दिनांक ०६/०४/२०१६ अन्वये सरकार जमा केली आहे.

२७) महाराष्ट्र चेंबर्स ऑफ ह्युमनिंग विरुद्ध महाराष्ट्र शासन या मा.उच्च न्यायालयातील रिट याचिका क्र.६७०२/२०११ मधील मा.न्यायालयाचे अंतरिम स्थगितीबाबत शासनाचे महसूल व वन विभागाचे पत्र क्र.गौखनि-१०/२०११/प्र.क्र.६९८/ख दि.१७/११/२०११ मधील सुचनांनुसार मा.न्यायालयाचे अंतीम आदेशास अधीन राहून सदर परवानगी देणेत आली असून मा.उच्च न्यायालय/शासन याबाबतीत जे निर्णय/आदेश देतील ते अर्जदार यांचेवर बंधनकारक राहतील.

२८) अनुज्ञाग्राही यांनी नगर रचनाकार पालघर यांचेकडील मंजूर नकाशावरहुकुमच बांधकाम केले पाहिजे. त्यात ग्रामपंचायत व महसूल खात्याचे पूर्व परवानगी शिवाय कोणताही बदल/ फेरबदल करता येणार नाही.

२९) अनुज्ञाग्राही व्यक्तीने नगर रचनाकार पालघर शाखा यांचेकडील बांधकाम नकाशा व्यतिरिक्त जादा बांधकाम केल्यास अगर बांधकामामध्ये परस्पर बदल करून जादा चटई क्षेत्र निदेशांक (FSI) वापरल्यास अनुज्ञाग्राही हे महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ चे कलम ५२ अन्वये पौजदारी स्वरूपाचा गुन्हा दाखल करण्यास पात्र राहतील व असे जादा बांधकाम दूर करण्यास पात्र राहिल व अशी कार्यवाही करणेस स्थानिक प्राधिकरण म्हणून ग्रामपंचायत हे सक्षम असतील.

३०) नगर रचनाकार, पालघर शाखा यांचेकडील जा.क्र. विश/बांण/रेखांकन/ मी.डेकाळे/ता.पालघर/ स.क्र.१/१अ/रहिपास/नर-पालघर/११३ दिनांक ०५/०२/२०१६ रोजीच्या शिफारस पत्रातील सर्व अटी व शर्तीचे पालन करणे अनुज्ञाग्राही यांचेवर बंधनकारक राहिल.

३१) ग्रुप ग्रामपंचायत कार्यालय गांजे-डेकाळे, ता.पालघर जि.पालघर यांचेकडील जा.क्र. ४२५/ २०१४/१५ दिनांक १९/०१/२०१५ अन्वये रोजीच्या नाहरफत दाखल्यातील अटी व शर्तीचे पालन करणे अनुज्ञाग्राही यांचेवर बंधनकारक राहिल.

क्र.महसूल/कस.१/टे.१/मीजे देकाळे ता.पालघर/ग.क्र. १/१३४,१/१४, २/२६/१६/२/एसआर-१६/२०१४

५

०५/११/२०१५ रोजीच्या नाहरकत दाखल्यातील अटी व शर्तीचे पालन करणे अनुज्ञाप्राप्ती यांचेवर बांधकामकारक राहिल.

३३) सदर जागेवर सौधतच्या मंजूर नकाशाप्रमाणेच बांधकाम अनुज्ञेय आहे, मंजूर नकाशा व्यतिरीक्त बांधकाम केल्यास अथवा पार्किंग क्षेत्रावर बांधकाम केल्यास, तसेच जादा मजल्यावर बांधकाम केल्यास सदरची परवानगी रद्द करण्यात येईल.

३४) सदर जमिनीची सुधारीत चिनशेती परवानगी ही आज रोजी ७/१२ च्या कब्जेदारांच्या सदरी नावे दाखल आहे. त्यांचेच नावे देणेत आली असून त्याप्रमाणे ७/१२ सदरी नोंद घेण्याची कार्यवाही करावी.

३५) प्रस्तावित जागेबाबत कोणत्याही दिवाणी वा महसूली व अन्य कोर्टात दावा चालू असल्यास ते निराकरण करण्याची सर्वस्वी जबाबदारी अनुज्ञाप्राप्ती यांची राहिल.

प्रस्तुत प्रकारणी समाविष्ट कागदपत्रे अथवा माहिती दिशाभूल करणारी असल्यास अथवा ती खोटी असल्यास सदरची परवानगी रद्द करण्यात येईल व त्याची सर्वस्वी जबाबदारी अनुज्ञाप्राप्ती व वास्तुविशारद यांची राहिल. तसेच होणा-या नुकसानीची जबाबदारी अनुज्ञाप्राप्ती व वास्तुविशारद यांची वैयक्तिक राहिल.

प्रस्तुत आदेशातील कोणत्याही विधीयत शर्तीचा भंग अर्जदार यांनी केल्यास दिलेली ही चिनशेती परवानगी आपोआपच रद्द झालेचे समजणेत येईल व त्यासाठी स्वतंत्र आदेश काढण्याची आवश्यकता राहणार नाही.

सही/---

(फिशोर तावडे)

अपर जिल्हाधिकारी पालघर

प्रति,

१) श्री. सत्येंद्र महेंद्रसिंह पुयार उर्फ रहेवर २) श्री. भावेश कृष्णकुमार दवे रा.ऐ/००३, ईसी-१३ क्रिष्णा सरोवर, क्रिष्णा सागर फो.ऑप.सो.लि. एम्बेरसाईन सिटी, यसई (पूर्व) ता.वसई जि.पालघर

प्रत:- तहसिलदार पालघर यांचेकडे माहितीसाठी व आवश्यक त्या कार्यवाहीसाठी

२/- अनुज्ञाप्राप्ती व्यक्तीने सदर जमीनीचा एक वर्षाच्या आत विगरशेतकी प्रयोजनार्थ वापर करण्यास सुरुवात केली आहे किंवा कसे? या बाबतच्या त्याच्या अहवालावर त्याने लक्ष ठेवले पाहिजे. असा अहवाल मिळाल्यानंतर अनुज्ञाप्राप्ती व्यक्तीकडून त्याने विगरशेतकी वापरास प्रारंभ केल्याच्या दिनांकापासून विगरशेतकी आकारणीची रक्कम दसुल करण्या करिता नोंद घेण्याची पुस्तिका मधील तालुका नमुना नं. २ व गाव नमुना नं.२ यामध्ये आवश्यक ती नोंद त्या नोंदीच्या उता-याची प्रमाणित प्रत जिल्हाधिकारी कार्यालयास सादर केली पाहिजे. जमीन ताब्यात असलेल्या व्यक्तीस जमीनीची मोजणी फी दिली असल्यामुळे त्या बाबतीत सदर तहसिलदाराने उप अधिक्षक, भूमी अभिलेख, पालघर यांस तसे लेखी कळविले पाहिजे आणि त्यासोबत मंजूर नकाशे व संबंधित जमीनीच्या बाबतीत अधिकार अभिलेखाचे उतारे पाठविले पाहिजेत.

प्रत:- उप अधिक्षक, भूमी अभिलेख, पालघर यांना माहितीसाठी

प्रत:- सामपंचायत गांजे-वेकाळे, ता. जि.पालघर यांकडे रवाना.

प्रत:- तलाठी सजा वेकाळे ता.पालघर जि.पालघर यांचेकडे माहितीसाठी रवाना

प्रत:- कार्यालयीन संचिका.

स्वस प्रतीपर मा. जिल्हाधिकारी सो. यांची सही आहे.



अपर जिल्हाधिकारी पालघर करिता

