

386/15776

Tuesday, August 01, 2023

12:36 PM

पावती

Original/Duplicate

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 16699 दिनांक: 28/07/2023

गावाचे नाव: ताथवडे

दस्तऐवजाचा अनुक्रमांक: हवल18-15776-2023

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: गीता एस. कुलकर्णी . .

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2000.00

पृष्ठांची संख्या: 100

एकूण:

रु. 32000.00

सह दुय्यम निबंधक, हवेली-18

वाजार मूल्य: रु.4734588.495 /-

मोवदला रु.4496699/-

भरलेले मुद्रांक शुल्क : रु. 284100/-

प्रसह-दुय्यम निबंधक
हवेली क्र.१८ (वर्ग २) पुणे

1) देयकाचा प्रकार: DHC रकम: रु.2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2707202301665 दिनांक: 28/07/2023

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु.30000/-

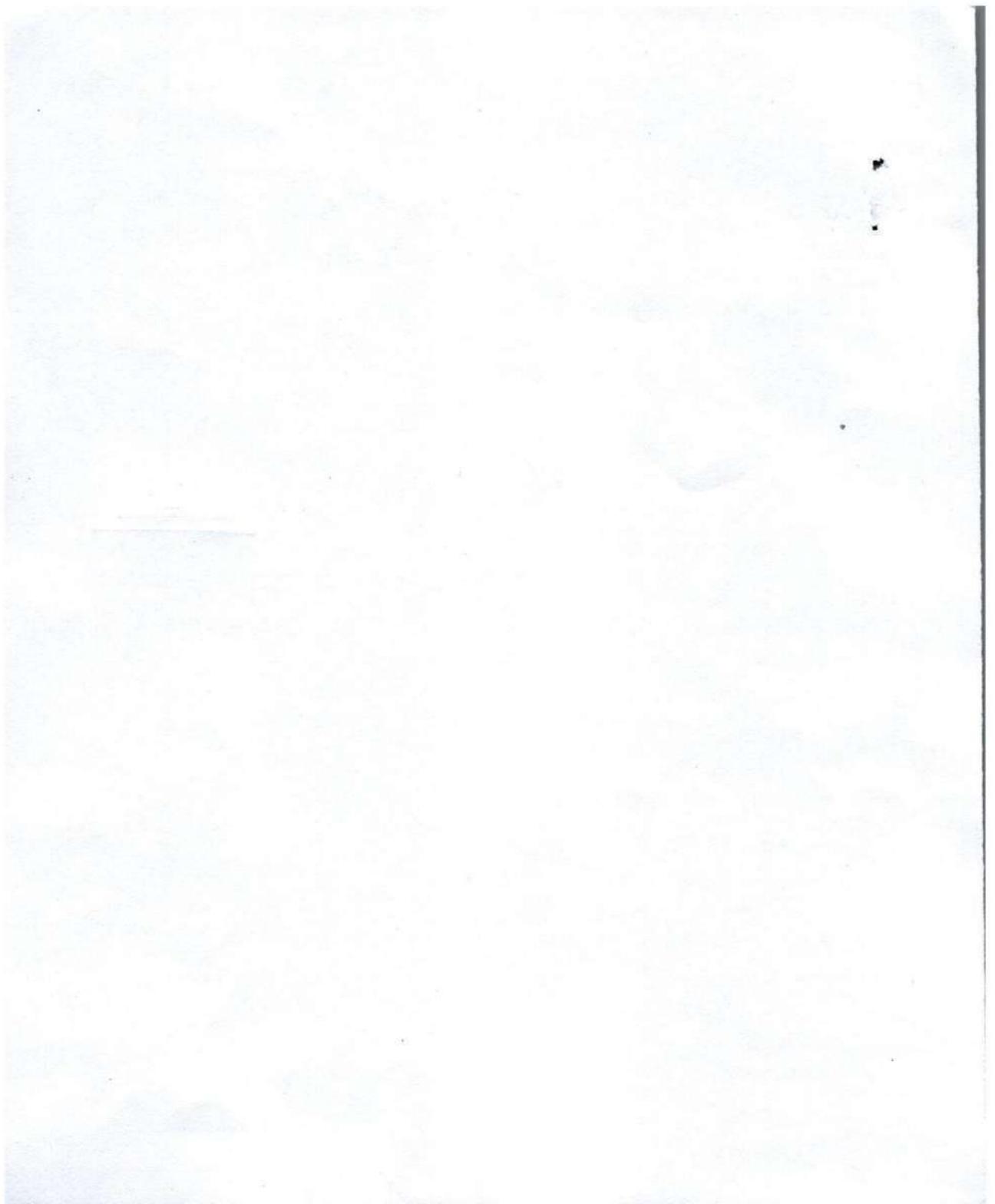
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005789001202324E दिनांक: 28/07/2023

बँकेचे नाव व पत्ता:

मुद्रांक शुल्क माफी असल्यास तपशिल :-

1) Mudrank 2021/UOR12/CR107/M1 (Policy) : For Women : Mudrank

2021/UOR12/CR107/M1 (Policy) : For Women - Corporations Area



सूची क्र.2

दुय्यम निबंधक : सह.दु.नि. हवेली 18

01/08/2023

दस्त क्रमांक : 15776/2023

नोंदणी :

Regn:63m

गावाचे नाव : ताथवडे

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	4496699
(3) वाजारभाव(भाडेपट्ट्याच्या वावतितपट्टाकार आकारणी देतो की पट्टेदार ते नसूद करावे)	4734588.495
(4) भू-मापन, पोटहिस्सा व घरक्रमांक(अमल्यास)	1) पालिकेचे नाव:पिंपरी-चिंचवड म.न.पा. इतर वर्णन : इतर माहिती: गांव मौजे ताथवडे,ता. मुळशी,जि. पुणे येथील सर्व्हे नं. 105 यांसी क्षेत्र 01 हे 13 आर म्हणजेच 11300 चौ.मी या मिळकतीवर बांधण्यात येणा-या रोशन माईलस्टोन विंग जी मधील दहाव्या मजल्यावरील फ्लॅट नं. 1001 यांसी क्षेत्र 56.55 चौ.मी म्हणजेच 609 चौ.फुट कारपेट, एक ओपन वाल्कनी क्षेत्र 3.72 चौ.मी म्हणजेच 40 चौ.फुट व एक ओपन वाल्कनी क्षेत्र 2.78 चौ.मी म्हणजेच 30 चौ.फुट अशा या मिळकतीचे. ((Survey Number : 105 ;))
(5) क्षेत्रफळ	1) 56.55 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-रोशन रिअल्टी तर्फे प्रोप्रा. राहुल भगवानदास सांकला तर्फे क ज कु मु म्हणून योगेश दत्तात्रय शिंदे वय:-48; पत्ता:-प्लॉट नं: .. माळा नं: .. इमारतीचे नाव: .. ब्लॉक नं: .. रोड नं: रा. वडगांव खुर्द, पुणे. , महाराष्ट्र, पुणे. पिन कोड:-411041 पॅन नं:-AEEPS4489P 2): नाव:-मान्यता देणार सौ. उमादेवी राममोहन अगरवाल व इतर तर्फे कु मु म्हणून रोशन रिअल्टी तर्फे प्रोप्रा. राहुल भगवानदास सांकला तर्फे क ज कु मु म्हणून योगेश दत्तात्रय शिंदे वय:-48; पत्ता:-प्लॉट नं: .. माळा नं: .. इमारतीचे नाव: .. ब्लॉक नं: .. रोड नं: रा. वडगांव खुर्द, पुणे. , महाराष्ट्र, पुणे. पिन कोड:-411041 पॅन नं:-AEEPS4489P
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-गीता एम. कुलकर्णी .. वय:-68; पत्ता:-प्लॉट नं: .. माळा नं: .. इमारतीचे नाव: .. ब्लॉक नं: .. रोड नं: रा. वी / 402, नेहा पूजा कॉ - ऑफ हौसिंग सोसायटी लि, ऑफ एम जी रोड, पी साऊथ म्युनिमिपल स्कूल, मिठानगर गोरगाव वेस्ट, मुंबई. . . . पिन कोड:-400104 पॅन नं:-ATVPK6533C
(9) दस्तऐवज करून दिल्याचा दिनांक	27/07/2023
(10) दस्त नोंदणी केल्याचा दिनांक	28/07/2023
(11) अनुक्रमांक, खंड व पृष्ठ	15776/2023
(12) वाजारभावाप्रमाणे मुद्रांक शुल्क	284100
(13) वाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरग	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



प्रसह-दुय्यम निबंधक
हवेली क्र.१८ (वर्ग २) पुणे



हवल-१८		
१५७७६	९	२४
CHALLAN MTR Form Number-6 २०२३		



GRN	MH005789001202324E	BARCODE					Date	27/07/2023-10:32:05	Form ID	25.2		
Department	Inspector General Of Registration				Payer Details							
Type of Payment	Stamp Duty Registration Fee				TAX ID / TAN (If Any)							
Office Name	HVL1_HAVELI NO1 SUB REGISTRAR				PAN No.(If Applicable)	ATVPK6533C						
Location	PUNE				Full Name	GEETA S KULKARNI						
Year	2023-2024 One Time				Flat/Block No.	ROSHAN MILESTONE,WING "G", FLAT NO 1001						
Account Head Details		Amount In Rs.		Premises/Building								
0030046401	Stamp Duty	284100.00		Road/Street	Tathawade							
0030063301	Registration Fee	30000.00		Area/Locality	Pune							
				Town/City/District								
				PIN			4	1	1	0	5	7
				Remarks (If Any)	PAN2=AEEPS4489P~SecondPartyName=ROSHAN REALTY~							
				Amount In	Three Lakh Fourteen Thousand One Hundred Rupees On							
				Words	ly							
Total		3,14,100.00										
Payment Details				BANK OF MAHARASHTRA				FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN	Ref. No.	02300042023072765183	002589541					
Cheque/DD No.				Bank Date	RBI Date	27/07/2023-10:33:44	Not Verified with RBI					
Name of Bank				Bank-Branch		BANK OF MAHARASHTRA						
Name of Branch				Scroll No. , Date		Not Verified with Scroll						

Department ID : Mobile No. : 9325339696
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चलन केवल दुरयम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(iS)-386-15776	0003033319202324	28/07/2023-14:21:35	IGR025	30000.00
2	(iS)-386-15776	0003033319202324	28/07/2023-14:21:35	IGR025	284100.00
Total Defacement Amount					3,14,100.00

Pre-Registration summary(नोंदणी पूर्व गोषवारा)

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	202307283026	28 July 2023,12:39:08 PM			
हवल 18					
मूल्यांकनाचे वर्ष	2023				
विलय	पुणे				
मूल्य विभाग	तालुका : मुळशी विभागाचे नाव : (वि.क्र.28) ताथवडे (पिंपरी चिंचवड महानगरपालिका)				
उप मूल्य विभाग	28.6- राष्ट्रीय महामार्गाच्या पश्चिमेकडील क्षेत्र				
क्षेत्राचे नांव	Pune Municipal Corporation	सल्ले नंबर /न. भू. क्रमांक :	सल्ले नंबर# 105		
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
12270	69580	72480	72580	0	चौ. मीटर
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र(Built Up)-	62.205चौ. मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय -	0 TO 2वर्षे	बांधकामाचा दर-	Rs.26620/-
उद्वहन सुविधा -	आहे	मजला -	5th to 10th Floor		
Sale Type - First Sale					
Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मजला निहाय घट/वाढ	= 105 / 100 Apply to Rate= Rs.73059/-				
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	=(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी)+ खुल्या जमिनीचा दर)				
	= (((73059-12270) * (100 / 100)) + 12270)				
	= Rs.73059/-				
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र				
	= 73059 * 62.205				
	= Rs.4544635.095/-				
F) लगतच्या गच्चीचे/खुली बाल्कनी क्षेत्र	6.5चौ. मीटर				
लगतच्या गच्चीचे/खुली बाल्कनी मूल्य	= 6.5 * (73059 * 40/100)				
	= Rs.189953.4/-				
Applicable Rules	= 3, 9, 18, 19 ,14				
एकीकृत अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + तलावघाचे मूल्य + सेझमईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य(खुली बाल्कनी) + वरील गच्चीचे मूल्य + बंदित वाटण तलावचे मूल्य + खुल्या जमिनीवरील वाटण तलावचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदित बाल्कनी + स्वयंपूर्ण वाटणतलाव = A + B + C + D + E + F + G + H + I + J = 4544635.095 + 0 + 0 + 0 + 0 + 189953.4 + 0 + 0 + 0 + 0 =Rs.4734588/- = ₹ सत्तेचाळीस लाख चौतीस हजार पाच शे अठ्ठ्याऐंशी /-				

Home Print



हवल-१८

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JP-155
ma 300



हवेल-१८		
१५७७६	३	८४
२०२३		

AGREEMENT

THIS AGREEMENT is made and executed at Pune on

this 27th day of July 2023. Cokulkarni

BETWEEN

- I) **ROSHAN REALTY**, a sole proprietorship concern through its sole proprietor, **MR. RAHUL BHAGWANDAS SANKLA**, Age about 51 years, Occupation: Business, having Office at: Roshan Capitol, 2nd Floor, Survey No.92, Tathawade, Pune-411033 and having Permanent Income Tax Number as per Section 139A of the Income Tax Act, 1961, PAN : AEEPS4489P and as per S.3 of The Aadhaar (Targeted Delivery of Financial and other Subsidies, benefits and services) Act, 2016 having Unique Identity Number 213916875028 and E-Mail ID : roshanrealty105@gmail.com.

Hereinafter referred to or called as the '**PROMOTER**' (which expression unless repugnant to the context or meaning thereof shall mean and include the proprietary concern, proprietor himself, his heirs, executors, administrators etc).

... PARTY OF THE FIRST PART

AND

- II) (1) **GEETA S KULKARNI** Age 68 years, Occupation: Housewife Residing at B/402 Neha Pooja Co Op Housing Society Limited, Off M.G. Road, Opp. P South Municipal School, Mithanager Goregoan West Mumbai, Mumbai Suburban, Maharashtra - 400104 and having Permanent Income Tax Number as per Section 139A of the Income Tax Act, 1961, PAN: **ATVPK6533C** and as per S.3 of The Aadhaar (Targeted Delivery of Financial and other Subsidies, benefits and services) Act, 2016 having Unique Identity Number **382680654147** and E-Mail ID : mskulkarni6@rediffmail.com.

Hereinafter referred to or called as the '**ALLOTTEE/ PURCHASER**' (which expression unless repugnant to the context or meaning thereof shall mean and include he/ she/ they, himself/herself/themselves and his/her/their heirs, executors, administrators and assigns only).

... PARTY OF THE SECOND PART

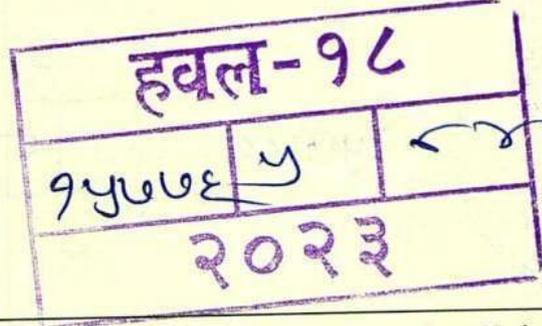


हवल-१८		
१५७७६	२	२३
२०२३		

AND

III)

- (1) **MRS. UMADEVI RAMMOHAN AGARWAL**, Age about 88 years, Occupation: Housewife, Residing at A-704 Kasturkunj society, Bhosale nagar, Pune, and having Permanent Income Tax Number as per Section 139A of the Income Tax Act, 1961, PAN : ABTPA5474E and as per S.3 of The Aadhaar (Targeted Delivery of Financial and other Subsidies, benefits and services) Act, 2016 having Unique Identity Number 957305029115 and E-Mail ID : roshanrealty105@gmail.com.
- (2) **MR. KALURAM KISAN DORGE**, Age about 52 years, Occupation: Business, Residing at S.No. 54, Dr. Bapuji Salunkhevihar, Flat No.4, Wadgaon Budruk, Pune -14 and having Permanent Income Tax Number as per Section 139A of the Income Tax Act, 1961, PAN : AKNPD647L and as per S.3 of The Aadhaar (Targeted Delivery of Financial and other Subsidies, benefits and services) Act, 2016 having Unique Identity Number 641513717192 and E-Mail ID : kaluramdorge4766@gmail.com.
- (3) **DR. ANAND MARUTIRAO ATKARE**, Age about 50 years, Occupation: Medical practitioner, Residing at Savali, Plot No.16, Girijadevi Housing Society, Garkheda, Aurangabad, and having Permanent Income Tax Number as per Section 139A of the Income Tax Act, 1961, PAN : AAIPN2632F and as per S.3 of The Aadhaar (Targeted Delivery of Financial and other Subsidies, benefits and services) Act, 2016 having Unique Identity Number 597363440842 and E-Mail ID : anandmatkare@gmail.com.
- (4) **MR. MUKUNDRAJ ARJUNRAO KHONDE**, Age 53 years, Occupation: Self-employed, Plot No.5 Deshmukhnagar, Aurangabad, and having Permanent Income Tax Number as per Section 139A of the Income Tax Act, 1961, PAN : AGXPK0758Q and as per S.3 of The Aadhaar (Targeted Delivery of Financial and



other Subsidies, benefits and services) Act, 2016 having Unique Identity Number 501499979340 and E-Mail ID : k.mukundraja@gmail.com.

- (5) **MR. SAGAR BALASAHEB GAWALI**, Age about 45 years, Occupation: Service, R/at : Flat No. 1003, D-5, Lake Town, Bibvewadi, Pune-411037, and having Permanent Income Tax Number as per Section 139A of the Income Tax Act, 1961, PAN : AIEPG7635B and as per S.3 of The Aadhaar (Targeted Delivery of Financial and other Subsidies, benefits and services) Act, 2016 having Unique Identity Number 248052684552 and E-Mail ID : gbsagar@gmail.com.
- (6) **MRS. BHAVANA MUKUND SANT**, Age about 47 years, Occupation: Housewife, Residing at: F/21, Lalita Nagar, Rajesh Tower road, Rajesh Tower, Gotri Road, Vadodara TB sanatorium, Gujrat- 390021 Baroda, and having Permanent Income Tax Number as per Section 139A of the Income Tax Act, 1961, PAN : DAUPS5721P and as per S.3 of The Aadhaar (Targeted Delivery of Financial and other Subsidies, benefits and services) Act, 2016 having Unique Identity Number 865249408405 and E-Mail ID : umeshbhadane5@gmail.com.
- (7) **MR. NIKAM BABASAHEB NANASAHEB**, Age about 47 years, Occupation : Service, Residing at: Sukhada Residency, Garkheda, Aurangabad-431005, and having Permanent Income Tax Number as per Section 139A of the Income Tax Act, 1961, PAN : ADEPN4821D and as per S.3 of The Aadhaar (Targeted Delivery of Financial and other Subsidies, benefits and services) Act, 2016 having Unique Identity Number and E-Mail ID : nikambn78@gmail.com.
- (8) **MR. PANKAJ MURLIDHAR NIKUMBH**, Age about 35 years, Occupation : Service, Residing at: C/o. Dushant Nikumbh, C-601, Sai Platinum, Pimple Saudagar, Pune-411027 and having Permanent Income Tax Number as per Section 139A of the Income

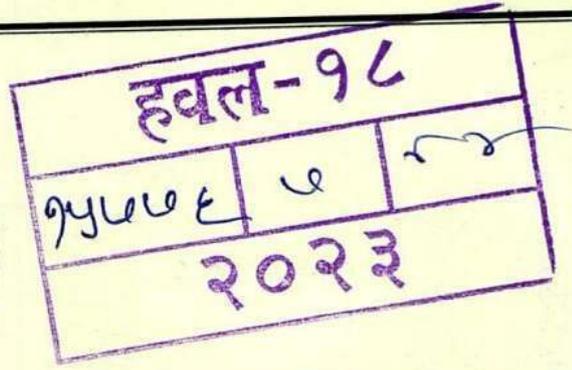


हवल-१८		
१५७७६	६	६४
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Tax Act, 1961, PAN : AKJPN9037F and as per S.3 of The Aadhaar (Targeted Delivery of Financial and other Subsidies, benefits and services) Act, 2016 having Unique Identity Number 433777479734 and E-Mail ID : pankajmnikumbh@gmail.com.

- (9) **MR. KIRAN HIRALAL JAIN**, Age about 37 years, Occupation: Business, Residing at 266, Flat No. 1/1, Durgasociety, Bhavanipeth, Pune-411042 and having Permanent Income Tax Number as per Section 139A of the Income Tax Act, 1961, PAN : AQSPJ6462H and as per S.3 of The Aadhaar (Targeted Delivery of Financial and other Subsidies, benefits and services) Act, 2016 having Unique Identity Number 498348638744 and E-Mail ID : kiranjain960@gmail.com.
- (10) **MR. LALIT HIRALAL JAIN**, Age about 42 years, Occupation: Business, Residing at 266, Flat No. 1/1, Durgasociety, Bhavanipeth, Pune -411042 and having Permanent Income Tax Number as per Section 139A of the Income Tax Act, 1961, PAN : AAWPJ6924C and as per S.3 of The Aadhaar (Targeted Delivery of Financial and other Subsidies, benefits and services) Act, 2016 having Unique Identity Number 616415572100 and E-Mail ID : lalitjain2510@gmail.com .
- (11) **MRS. BHAVANA ATUL SANKLA**, Age about 44 years, Occupation: Housewife, Residing at E-804, Hyde Park, Market Yard Road, Pune-411037 and having Permanent Income Tax Number as per Section 139A of the Income Tax Act, 1961, PAN : AVZPS2268L and as per S.3 of The Aadhaar (Targeted Delivery of Financial and other Subsidies, benefits and services) Act, 2016 having Unique Identity Number 614854109490 and E-Mail ID : sanklaatul@rediffmail.com.

Nos. 1 to 11 are herein represented through their duly constituted attorney **ROSHAN REALTY**, a sole proprietorship concern through its sole proprietor, **MR. RAHUL BHAGWANDAS SANKLA**.

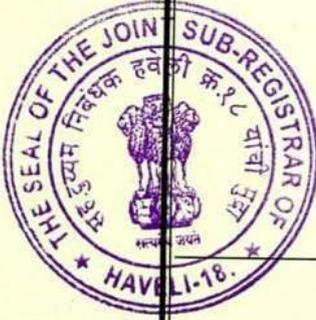


Hereinafter, jointly referred to or called as **'THE CONSENTING PARTY'** and independently referred to as **'THE CONSENTING PARTY NO.1'**, **'THE CONSENTING PARTY NO.2'** ... **'THE CONSENTING PARTY NO.11'** (which expression unless repugnant to the context or meaning thereof shall mean and include they themselves, their heirs, executors, assigns, administrators & beneficiaries.)

... PARTY OF THE THIRD PARTY

WHEREAS

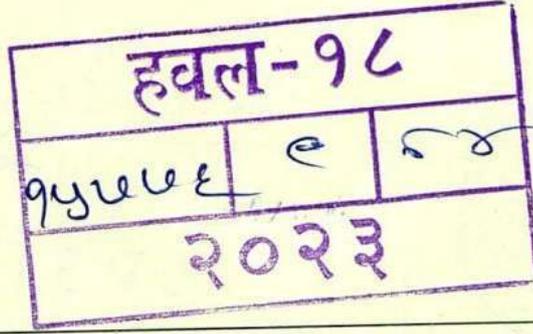
- A. All that area admeasuring 00 Hectare 83 Ares out of the Survey No.105, admeasuring area 01 Hectare 13 Ares Village Tathawade is owned and possessed by the Promoter as its purchased property bought from Vinit Krushnkumar Goyal by Conveyance Deed dated 21/01/2015 registered in the office of Sub-Registrar Haveli No.18 at Serial No.665/2015 on 21/01/2015.
- B. By Conveyance Deed dated 17/03/2016 registered in the office of Sub-Registrar Haveli No.18 at Serial No.2369/2016 on 17/03/2016. Promoter herein sold area admeasuring 00 Hectare 11.8 Ares i.e. 1180 Sq.mtrs. out of area admeasuring 00 Hectare 83 Ares out of Survey No.105 area admeasuring 01 Hectare 13 Ares Village Tathawade to Consenting Party No.11. Subsequently Consenting Party No.11 by Development Agreement dated 17/03/2016 registered in the office of Sub Registrar Haveli No.18 at Serial No.2371/2016 and also executed Power of Attorney dated 17/03/2016 registered in the office of Sub Registrar Haveli No.18 at Serial No.2372/2016 appointing Promoter herein as her constituted Attorney to complete the aforesaid transaction.
- C. All that area admeasuring 00 Hectare 30 Ares out of the Survey No.105, admeasuring area 01 Hectare 13 Ares Village was purchased by Consenting Party Nos.1 to 10 and Mr. Ravindra B. Navlakha from Vinit Krushnkumar Goyal by Conveyance Deed



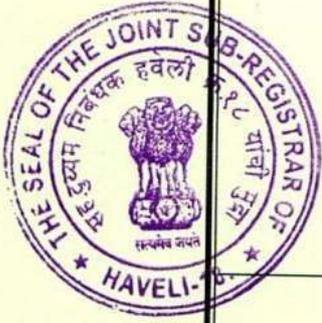
हवल-१८		
१५००६	८	८
२०२३		

dated 21/01/2015 registered in the office of Sub-Registrar Haveli No.18 at Serial No.660/2015 on 21/01/2015. The Consenting Party Nos.1 to 10 and Mr. Ravindra B. Navlakha subsequently entrusted this purchased property for development to the Promoter by Development Agreement dated 21/01/2015 registered in the office of Sub Registrar Haveli No.18 at Serial No.667/2015 and also executed Power of Attorney dated 21/01/2015 registered in the office of Sub Registrar Haveli No.18 at Serial No.668/2015 appointing Promoter herein as their constituted Attorney to complete the aforesaid transaction.

- D. Mr. Ravindra B. Navlakha sold his share of area 00 Hectare 04.80 Ares out of eastern portion of land admeasuring 00 Hectare 30 Ares comprised within Survey No.105, Village Tathawade to the Promoter herein, by Sale Deed dated 23/03/2021 registered in the office of Sub Registrar Haveli No.18 at Serial No.10766/2021 on 20/07/2021.
- E. In light of transaction stated in aforesaid Para Nos. A to D, the Promoter herein absolutely owns and possesses area admeasuring 00 Hectare 76 Ares out of Survey No.105 admeasuring 01 Hectare 13 Ares Village Tathawade as his purchased property and Promoter has obtained development rights for area admeasuring 00 Hectare 37 Ares out of Survey No.105 admeasuring 01 Hectare 13 Ares Village Tathawade from Consenting Party herein as aforesaid.
- F. The Promoter is therefore entitled to develop the entire plot of land bearing Survey No.105, Village Tathawade totally admeasuring area 01 Hectare 13 Ares i.e.11300 sq.mtrs, hereinafter for the sake of brevity and convenience is referred to as the '**SAID LARGER LAND**'. The plan showing Said Larger Land along with sanction building layout and the area under D.P. Road widening is annexed hereto as **Annexure-1**.



- G. As per sanction development plan applicable to the Pimpri Chinchwad Municipal Corporation out of the Said Larger Land area admeasuring 521.21 sq.mtrs. is under D.P. Road widening and the remaining area admeasuring 10778.79 sq.mtrs. out of Survey No. 105 area admeasuring 01 Hectare 13 Ares i.e.11300 sq.mtrs, Village Tathawade within the registration Dist. Pune, Sub-Registration Dist. Haveli is more particularly described in the Schedule-I written hereunder and also shown alongwith showing the building block as per sanction layout is shown by boundary line marked by letters **A, B, C, D, E, A** on the plan annexed hereto as **Annexure-2** and hereinafter referred as the "**SAID LAND**" and further Said Land along with right to use permissible FSI/TDR admeasuring 1042.42 sq.mtrs. being compensation against the transfer of area admeasuring 521.21 sq.mtrs. being area under road widening for 24 mtrs. wide D.P. Road and further all type of buildable potentials under whatsoever head including permissible FSI, Paid FSI, Fungible FSI, TDR & ancillary FSI etc. and all other buildable potential permissible for the Said Land as per Unified Development Control & Promotion Regulation 2020 and State Government Notification/ Circular from time to time under Maharashtra Regional Town Planning Act 1966 and hereinafter referred as the "**SAID PROPERTY**".
- H. For extended villages in the Pimpri Chinchwad Corporation, Pimpri Government of Maharashtra Urban Development Department Notification No. TPS/1815/2012/PRA No.84/15 E.P.-Published/UD-13 dated 06/01/2017 published under section 31(1) of MRTP Act 1966, the Said Land in sanction development plan is shown within Residential Zone/ Yellow Zone.
- I. As per sanctioned layout for the Said Land, area admeasuring 1077.87 sq.mtrs. is under open space and remaining area admeasuring 9700.92 sq.mtrs. is for construction of buildings as per sanction building layout. Considering the Promoter intend to



हवल-१८		
१५७७६	१०	२४
२०२३		

float ownership scheme on the Said Land under name and style '**ROSHAN MILESTONE**'. The Promoter obtained sanction to IOD plan vide No. BP/EC/Tathawade/14/2022 dated 15/09/2022 from PCMC, the total permissible buildable potential is 49704.49 sq.mtrs. and as per EC the construction is to be carried out area admeasuring 74405.96 sq.mtrs. Accordingly the Promoter herein submitted application to State Level Environment Impact Assessment Authority Maharashtra and received the Environment Clearance vide Certificate No. EC 23B038MH163274 dated 18/05/2023.

- J. In light of Development Control Rules applicable to the Said Land/Said Property the Promoter herein intends to float ownership scheme on the Said Land under name and style '**Roshan Milestone**' consisting of eight buildings/wings A, B, C, D, E, F, G, & H. Building/Wing A having two level basement parking, ground floor alongwith front part of mezzanine floor consisting commercial tenements/shops and rear side mezzanine floor (1st floor) consisting of residential tenements and 2nd Floor to 14th Floor consisting residential tenements. Building/Wing B having two level basement parking, ground floor along with front part of mezzanine floor consisting commercial tenements/shops and rear side mezzanine floor (1st floor) consisting of residential tenements and 2nd Floor to 14th Floor consisting residential tenements. Building/Wing C having two level basement parking, ground floor along with front part of mezzanine floor consisting commercial tenements/shops and rear side mezzanine floor (1st floor) consisting of residential tenements and 2nd Floor to 14th Floor consisting residential tenements. Building/Wing D having two level basement parking, ground floor parking and 1st floor to 14th floor consisting of residential tenements. Building/Wing F having two level basement parking, ground floor parking and 1st floor to 14th floor consisting of residential tenements. Building/Wing F having



हवेल-१८		
१५५७६७७	७७	२२
२०२३		

two level basement parking, ground floor parking and 1st floor to 14th floor consisting of residential tenements. Building/Wing G having two level basement parking, ground floor parking and 1st floor to 14th floor consisting of residential tenements. Building/Wing H having two level basement parking, ground floor parking and 1st floor to 14th floor consisting of residential tenements. The 14th floor of Buildings/Wings A, B, C, D, E, F, G, & H shall consist of certain number of residential tenements required to be allotted nominees of the Maharashtra Housing and Development Authority (MHADA) in light of Integrated Housing, Chapter-7, Rule 7.7 of Unified Development Control & Promotion Rules 2020 applicable to the Pimpri Chinchwad Municipal Corporation, as per which the Promoter is obligated to construct houses for Economically Weaker Section (EWS) and Low Income Group (LIG). The aforesaid eight buildings/wings have basement parking one & basement parking two below ground level and parking floor at ground level, with open space shown in middle portion where club house, gym, swimming pool, crèche and first aid medical room with ambulance are proposed for use of the residential tenement holders only. The aforesaid proposed project on the Said Land is hereinafter referred to as '**SAID ENTIRE PROJECT**' and Buildings/Wings therein are referred as '**SAID ALL BUILDINGS/WINGS**'. The Allottee/Purchaser has due diligently understood the complete intention/vision of the Promoter regarding said entire project before entering into this agreement and knows that the plans will be revised in future to implement the same.

- K. The Promoter herein intends to develop the Said Entire Project in eight Phases. Phase I being Building/Wing A named Roshan Milestone Building/Wing A, Phase II being Building/Wing B named Roshan Milestone Building/Wing B, Phase III being Building/Wing C named Roshan Milestone Building/Wing C, Phase IV being



हवल-१८		
१५६६६	१२	५४
२०२३		

Building/Wing D named Roshan Milestone Building/Wing D, Phase V being Building/Wing E named Roshan Milestone Building/Wing F, Phase VI being Building/Wing F named Roshan Milestone Building/Wing F, Phase VII being Building/Wing G named Roshan Milestone Building/Wing G & Phase VIII being Building/Wing H named Roshan Milestone Building/Wing H. The club house, swimming pool and other common amenities will be developed prior to obtaining full and final completion certificate for the Said Entire Project.

- L. As per present sanction received from Pimpri-Chinchwad Municipal Corporation vide revised Commencement Certificate No. BP/Tathawade/107/2022 dated 21/12/2022 alongwith sanction to the building layout and building plan, part of the Said Entire Project has been partly sanctioned as stated in sanction plan. The Promoter herein developing the ROSHAN MILESTONE WING F consisting of Building/Wing F having two level basement parking, ground floor parking and 1st floor to 11th floor consisting of residential tenements and sanction for 12th to 14th floor consisting of residential tenements is yet to be received. The aforesaid Building/Wing 'G' being **ROSHAN MILESTONE WING G** hereinafter referred to as '**Said Project**' and Building/Wing G therein are referred as '**Said Building/Wing**'.
- M. The Promoter herein has entered into standard agreement with Architect M/s Cubix Architects Associates through Mr. Imran Shaikh, Architect, partnership firm registered under the Indian Partnership Act, 1932 and also registered with the Council of Architect of India having enrollment No.CA/2001/28514 and having office at Office No.1 & 2, Aristocat 'L', Opp. Beverly Hills Hotel, Near Magnus Club, Lulla Nagar, Bibwewadi, Pune-411 037 for preparation of the layout and drawing of the buildings in Said Entire Project. The Promoter also entered into standard agreement



हवेल-१८		
१५७५६	९३	८२
२०२३		

with structural engineer JW Consultants LLP, a structural designer LLP Firm registered under the Limited Liability Partnership Act 2008 with the Register of Companies Pune, having LLP identity No.AAA2650 and also registered with the Council of Structural Engineers of India having enrollment No.PA/9324 and having office at Sai Radhe, Office No. 201, 2nd Floor, Behind Hotel Le Meridien, 100-101, Kennedy Road, Pune-411 001, for preparation of structural design for Said Entire Project. The Promoter entered into standard Agreement with Project Engineer Mr. Mayur Satish Dudhedia having Reg. no REG/PCMC/STE/_____/__ and address at 101, Rajul Park, Plot No.83, Vidyasagar Colony, Gultekdi, Pune-411037, for Project Management Consultant including day to day Administration, Supervision, Estimation and Engineering Work at site and liaising with other consultant involved in project. The Promoter also appointed Chartered Accountant Morab and Associates, through its proprietor Mr. Sandeep Morab registered with the Council of Chartered Accountant of India having enrollment No.107123 and having office at 1644, Somnath Smruti, Sadashiv Peth, Tilak Road, Pune 411030 for accounting, audit and compliances. The Promoter accepted the professional services, consultations, supervision, etc. of the aforesaid Consultants and Professionals till the completion of the Said Project, subject to the Promoter has reserved right to change aforesaid Architect or Structural Engineer as the case may be before the completion of the Said Project and appoint new Architect or structural engineer for completion of the said project as the circumstances may require.

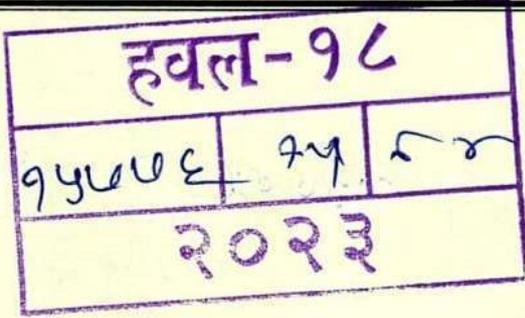
- N. The Promoter herein being Developer of the Said Land alone has sole and exclusive right to sell all apartments being residential & commercial in the Said Building and entered into agreement/s with the Allottee of the Apartment and to receive the sale price in respect thereof. As per Development control rules applicable to the



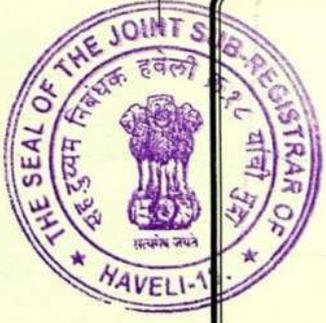
हवल-१८		
१५७७६	१४	२४
२०२३		

Said Project, the Promoter herein has to pay / paid premium etc. for obtaining additional sanction/s being adjacent terraces, top terraces of the passages, staircases and considering this aspects, the Promoter herein has also sole and exclusive right to sell or grant exclusive right to use such constructed area. Since the Promoter is absolute owner and possessor, he has sole and exclusive right to enter into agreement/s with the Allottee of the Apartments being residential tenements & shops and to receive the sale price etc. in respect thereof.

- O. The Promoter has obtained Non-Agriculture Assessment for the Said Land as per letter bearing Outward No. Land/SR/222/19 Paud dated 04/01/2020 issued by Tahasildar and Executive Magistrate Mulshi to Kamgar Talathi Tathwade to record yearly Non-Agriculture Cess determine in light of Maharashtra Land Revenue Code Sec.42B inserted as per Maharashtra Land Revenue Code Amendment Act 30 of 2017, which came into effect on 05/01/2017 and after deducting area admeasuring 521.21 sq.mtrs. under road widening for the remaining area 10778.79 sq.mtrs. Non-Agriculture cess is determined for area admeasuring 10165.32 sq.mtrs. residential purpose and for area admeasuring 613.47 sq.mtrs. commercial purpose. Accordingly the Said Land is under Non-Agricultural use. The Said Land is Class-I Occupancy as per revenue record and free from any restriction on alienation.
- P. The Allottee herein shown willingness to purchase Apartment in the Said Project, and the representative of Promoter has disclosed all the required disclosers as well as informed the Allottee that, the development of the Said Project is a first part out of the Said Project which as per The Real Estate (Regulation & Development) Act, 2016, hereinafter referred to as "**RE(R&D)A**" and the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "**MOFA**") and rules made under RE(R&D)A and MOFA.



- Q. The Allottee herein demanded from the Promoter and the Promoter has given inspection to the Allottee of all the documents of the title relating to the Said Land, the plans, designs and specifications prepared by the Promoter's Architect. After the Allottee's aforesaid enquiry and demand of inspection of documents, the Promoter herein has requested to the Allottee to carry out independent search by appointing his may have own Advocate and to ask any further queries, Allottee may have regarding the marketable title and rights and authorities of the Promoter herein. The Allottee satisfied himself in respect of the marketable title, rights and authorities of the Promoter herein and further got satisfied as to the implementation of the Said Project being part of the Said Project and construction of the buildings in phases and thereafter with due diligence and after being well conversant with the disclosers, documents, etc. and Said Project as well as apartments in the project, the Allottee has decided to have one Apartment in the Said Project and has made application dated **09/07/2023** with required application amount for allotment of Apartment as per application form prepared by the Promoter. The Promoter has accepted the application of the Allottee and allotted Apartment No.1001 in Building/ Wing **G** to the Allottee as per Allotment Letter dated **09/07/2023**. Aforesaid Apartment along with the appurtenances thereto is more particularly stated in **Schedule-II** written hereunder and hereinafter referred as the "**SAID APARTMENT**".
- R. The Promoter herein has obtained sanctions, permissions etc. as the stated hereto before and additional sanction which will be obtain in due course, if require. While sanctioning the said plan, concerned Development Controlling Authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Said Land and the Said Building



हवल-१८		
१५७७६	१६	५५
२०२३		

and upon due observance and performance of which only the completion and occupation certificate in respect of the Said Building shall be granted by the concerned Development Controlling Authority, as provided in concerned Development Control Rules applicable to the Said Project and after obtaining completion and occupation certificate, each tenement holder in the project and Co-Operative Housing Society which will be formed as stated hereinafter has to observe such terms and conditions as well as condition imposed under Unified Development Control & Promotions Regulation 2020 as amended from time to time and the Maharashtra Regional and Town Planning (MRTP) Act, 1966.

- S. The Plan showing the Proposed layout of the Said Larger Land annexed hereto as **Annexure-1**. The sanction layout for Said Land is annexed hereto as **Annexure-2**. The Floor Plan of the building in which the Said Apartment is situated showing the Said Apartment by zebra stripes is annexed hereto as **Annexure-3**. The parking floor plan denoting exclusive parking space for the Said Apartments in Building "G" i.e. Said Building is annexed hereto as **Annexure-4**. The specifications for the Said Building and specifications for the apartments therein is stated, in **Annexure-5** annexed hereto. Common facilities for Roshan-Milestone Project are stated, in **Annexure-6** annexed hereto. In addition to the agreed terms stated in Clause No.1 to 32 written hereunder the parties hereto disclose, agreed, additional terms & conditions as stated in **Annexure-7** annexed hereto. Copy of sanction of the Said building plan commencement certificate dated 21/12/2022 bearing No. BP/Tathawade/107/2022 dated 21/12/2022 issued by Pimpri Chinchwad Municipal Corporation is annexed hereto as **Annexure-8**. Copy of the Non Agriculture Assessment issued by the Tahasildar-Mulshi Dist. Pune is annexed hereto as **Annexure-9**. Copy of the Environment Clearance Certificate is annexed hereto as **Annexure-10**. Copy of the Certificate of Registration of



हवेल-१८		
१५५५६	१०	८२
२०२३		

the Said Project Issued by Real Estate Regulatory Authority, State of Maharashtra annexed hereto as **Annexure-11**. Copy of 7/12 extract of Survey No.105, Village Tathawade shown the name of the Promoter herein for the Said Larger Land is annexed hereto as **Annexure-12**. Copy of the Certificate of the title, issued by the Advocate of the Promoter is annexed hereto, as **Annexure-13**.

- T. The Allottee herein is aware of the fact that the Promoter herein has entered or will enter into similar or separate Agreements with several other person/s and party/s in respect of the other Apartments in the Said Project.
- U. Subject to otherwise agreed, reserved and provided herein, the Promoter has agreed to sell and the Allottee has agreed to purchase the Said Apartment, and the parties hereto therefore, have executed these Agreement to Sale, to witness the terms and conditions thereof, in compliance of Sec.13 of RERA and Section No. 4 of the MOFA and rules made there under, the parties hereto are desire, to reduce in writing all the terms and conditions of this transaction and hence these presents.

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

1. CONSTRUCTION OF THE BUILDING IN WHICH THE SAID APARTMENT IS SITUATED :-

The Promoter shall construct the **Building/Wing "G"** as per present sanction vide Commencement Certificate No. BP/Tathawade/107/2022 dated 21/12/2022, the Building/Wing 'G' having two level basement parking, ground floor parking and 1st floor to 11th floor consisting of residential tenements and sanction for 12th to 14th floor consisting of residential tenements is yet to be received and which to be obtained in due course.

Provided that, the Promoter shall have to obtain prior consent in writing from the Allottee herein in respect of such variations or



हवल-१८		
१५००८	१८	८८
२०२३		

modifications which adversely affect the Said Apartment/flat which the Allottee herein has agreed to purchase on ownership basis in pursuance of this instrument.

2. CONSIDERATION OF THE SAID APARTMENT:-

2.1 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. **1001** of the type residential/commercial tenement carpet area admeasuring **63.05 sq.mtrs.** situated on **10th** floor in the Building/Wing "**G**" which is under construction on part of the Said Land which is more particularly described in the Schedule-II hereunder written and floor plan of the building showing aforesaid Apartment is annexed hereto as Annexure-3 and 1 car parking space admeasuring 9 sq.mtrs. basement 1 no 368 being covered parking plan showing the car is annexed hereto as Annexure-4 i.e. Said Apartment, at or for lump-sum consideration of **Rs.44,96,699/- (Rupees Forty Four Lakh Ninety Six Thousand Six Hundred Ninety Nine Only)** which includes proportionate price of the common areas and facilities appurtenant to the premises. The Promoter herein has agreed to provide the specifications for the Said Building and specifications for the apartments therein is stated, in Annexure-5 annexed hereto. Common facilities for Roshan Milestone project on the Said Land are stated, in Annexure-6 annexed hereto.

2.2 The Allottee/s herein is well aware that, the building / wing in which the Said Apartment is situated is under construction on the Said Land, construction of which is in progress and considering the present status of the construction of the same, the Allottee/s has/have agreed to pay the aforesaid agreed consideration to the Promoter herein in the following manner:

- i) 10% **Rs.4,49,670/-** Before signing of this agreement.
Total Amount Received **Rs.4,49,670/-** Vide. UTR.No.
" 07314949348 " Date- 13/07/2023



हवल-१८		
१५५५६	१६	१७
२०२३		

- ii) 20% **Rs.8,99,340/-** Within 15 days of execution and registration of this Agreement (not exceeding 30% of the total consideration)
- iii) 15% **Rs.6,74,504/-** Within 7 days of completion of excavation of the building/wing 10% & on completion of plinth 5% in which the Said Apartment is located (not exceeding 45% of the total consideration)
- iv) 25% **Rs.11,24,175/-** Within 7 days of completion of the 2nd slab 5%, 5th floors slab 5%, 8th floors slab 5%, 11th floors slab 5% & on completion all slabs 5% of the building/wing in which the Said Apartment is located. (not exceeding 70% of the total consideration)
- v) 05% **Rs.2,24,835/-** Within 7 days on completion of the walls, internal plaster, floorings of the said apartment. (not exceeding 75% of the total consideration)
- vi) 05% **Rs.2,24,835/-** Within 7 days of completion of sanitary fittings, staircases, lift wells, lobbies upto the floor level of the Said Apartment. (not exceeding 80% of the total consideration)
- vii) 05% **Rs.2,24,835/-** Within 7 days of completion of external plumbing and external plaster, elevation, terraces with waterproofing, of the building/wing in which the Said Apartment is located. (not exceeding 85% of the total consideration)
- viii) 10 % **Rs.4,49,670/-** Within 7 days of completion of the lifts, water pump, electrical fittings, electro, mechanical and environments requirements, entrance lobby/s, plinth protection, paving of areas appertain and all another requirements as may be prescribed in the agreement of sale of the building or wing in which the said Apartment (not exceeding 95 % of the total consideration)
- xiii) 05 % **Rs.2,24,835/-** And other dues payable by the Allottee to the Promoter within 7 days from the receipt of intimation



हवल-१८		
१४७७६	२०	२४
२०२३		

letter along with the copy of the Occupation/Completion Certificate as to take the possession of the Apartment or at the time of receiving the possession of the Said Apartment whichever is earlier, failing which Allottee shall be liable to pay the interest as stated in Clause No.4 hereunder written till the full payment with interest and monthly maintenance charges, from the date of expiry of aforesaid stipulated period.

The Promoter herein has informed the Allottee/s that, the construction of the Said Building as well as apartment therein will be completed as per situation at site and due to that, more than one work may be carried out simultaneously and the Allottee/s shall be liable to pay the installment as per the work progress as stated hereto before.

The Allottee/s herein shall pay the aforesaid consideration alongwith the all applicable taxes, etc. to the Promoters herein on due date or within 7 days from the Allottee/s receiving the intimation in writing on paper or by digital E-mail or SMS from the Promoter calling upon the Allottee/s to make the payment.

Payment in time is the essence of the contract.

The Promoter herein informed to the Allottee herein that, the payment towards the aforesaid consideration, interest thereon if any and any other payments etc. has to be made by the Allottee by Cheques / Demand Draft/RTGS issued / drawn in the name of "**ROSHAN REALTY-ROSHAN MILESTONE WING G - COLLECTION ACCOUNT, A/C No.8046992112**" Kotak Mahindra Bank, Wakad-Hinjewadi Road Branch, Pune" should be made payable at Pune OR by direct transfer to the aforesaid account at IFSC Code No.**KKBK0001768** of Kotak Mahindra Bank, Wakad-Hinjewadi Road Branch, Pune.

- 2.3 The total price/consideration of the Said Apartment above excludes taxes paid or payable by the Promoter by way of Value



हवल-१८		
१५५५६	२९	२४
२०२३		

Added Tax, Service Tax, Cess, Goods & Service Tax (GST = CGST + SGST), or any other tax, cess, etc., which may be levied by Local Authority, State or Central Government or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter & on this transaction up to the date of handing over the possession of the Apartment and conveyance. Such taxes, cesses etc. has to be made by the Allottee by Cheques / Demand Draft/RTGS issued / drawn in the name of "**Roshan Realty, A/C No. 8046030999**" Kotak Mahindra Bank, Wakad-Hinjewadi Road Branch, Pune" should be made payable at Pune OR by direct transfer to the aforesaid account at IFSC Code No.**KKBK0001768** of Kotak Mahindra Bank, Wakad-Hinjewadi Road Branch, Pune.

- 2.4 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc. the Promoter 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 which shall only be applicable on subsequent payments.
- 2.5 The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ interest will be discounted as per nationalized bank MCLR on housing loan for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to



हवल-१८		
१५७७६	२२	२४
२०२३		

any revision/withdrawal, once granted to an Allottee by the Promoter.

2.6 The Promoter 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, subject to a variation cap of three percent. The total price payable for 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 shall refund the excess money paid by Allottee within forty-five days with annual interest as per nationalized bank MCLR, from the date of receipt of Occupancy Certificate of the Said Apartment. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee with unknown interest as per nationalized bank MCLR from the date of receipt of Occupancy Certificate. All these monetary adjustments shall be made at the same rate per square meter as agreed in sub-clause A hereinabove written.

2.7 The Allottee authorizes the Promoter 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 Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

3. OBSERVATION, PERFORMANCE & COMPLY BY THE PROMOTER & ALLOTTEE :-

3.1 The Promoter & Allottee 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 Allottee, obtain from the concerned Local



हवेल-१८		
१५५५६	२३	२४
२०२३		

Authority occupancy and/or completion certificates in respect of the Apartment.

- 3.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment 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 as provided in sub-clause B of Clause No.3 herein above written. ("Payment Plan").

4. **BUILDABLE POTENTIAL :-**

The Promoter hereby declares that, he has obtained IOD plan vide No. No. BP/EC/Tathawade/14/2022 dated 15/09/2022 from Pimpri Chinchwad Municipal Corporation, Pune as per prevailing Unified Development Control & Promotion Regulations and which FSI area 49704.49 sq.mtrs. + Non FSI area 24701.47 sq.mtrs., total 74705.96 sq.mtrs. buildable potential available for Said Entire Project and further if the aforesaid buildable potential/FSI increased in future on modification of Development Control Rules or notification etc. issued by State or Central Government, the Promoter will obtain revise IOD to that effect. Out of aforesaid available buildable potential/FSI the Promoter intend to use 6403.27 sq.mtrs. buildable potential for construction of Said Project i.e. the Building/Wing "G" in which the Said Apartment is situated.

The Promoter has disclosed the Floor Space Index/buildable potential as proposed to be utilized by him on the project land in the Said Project and Allottee has agreed to purchase the Said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the



हवल-१८		
१५७७६	२४	०४
२०२३		

proposed FSI etc. and on the understanding that the declared proposed FSI etc. shall belong to Promoter only.

5. LIABILITY OF PAYMENT OF INTEREST & TERMINATION OF TRANSACTION :-

5.1 If the Promoter fails to abide by the time schedule for completing the Said Project i.e. in which building Said Apartment is situated and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Said Project and this transaction, interest as per nationalized bank MCLR specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as per nationalized bank MCLR specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

5.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 5.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, 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 Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period,



हवेल-१८		
१५००६	२५	१४
२०२३		

promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of agreed liquidated damages being 10% of total agreed consideration as stated in Clause No.3 and any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter. Provided that the aforesaid refund amount has to be refunded by the Promoter to the Allottee at the time of Allottee execute proper Cancellation Deed to cancel this Agreement/ transaction with producing No Dues Certificate and Release Deed to release the mortgage of Said Apartment by the Allottee if he has obtain any housing loan.

6. SPECIFICATIONS AND AMENITIES:-

The Fixtures and fittings with regards to the flooring and sanitary fitting and amenities like one or more lifts with particular brand or price range (if unbranded) to be provided by the Promoter in the Said Apartment and Building in which the Said Apartment is located as are set out in **Annexure-5** annexed hereto. Common & restricted common amenities and facilities for the project on the Said Land are stated in the **Annexure-6** annexed hereto.

7. DELIVERY OF POSSESSION:-

The Promoter shall give possession of the Apartment to the Allottee on or before **31st day of December 2026**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the



हवल-१८		
१५७७६	२६	२४
२०२३		

Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- (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.

8. PROCEDURE FOR DELIVERY OF POSSESSION OF THE APARTMENT :-

- 8.1 The Promoter, upon obtaining the Occupancy Certificate from the Competent Authority/ Development Controlling Authority and the payment made by the Allottee as per the Agreement shall offer in writing the possession of the Said Apartment, to the Allottee in terms of this Agreement to be taken within fifteen days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or co-operative housing society of the Said Project in which building/wing the Said Apartment is situated. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
- 8.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the Said Apartment is ready for use and occupancy:
- 8.3 Failure of Allottee to take Possession of Apartment:- Upon receiving a written intimation from the Promoter as per clause 10.1, the Allottee shall take possession of the Apartment from the Promoter



हवेल-१८		
१५५६	२७	५२
२०२३		

by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 10.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

- 8.4 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.

9. USE OF THE SAID APARTMENT:-

- 9.1 The Allottee shall use the Said Apartment or any part thereof or permit the same to be used only for purpose of residence.
- 9.2 The Allottee or occupant of the Said Apartment shall use the garage or parking space only for purpose of keeping or parking his / her / their own vehicle only.
- 9.3 The apartments holders/occupiers in the project shall not entitled to park inside the project at any place any heavy vehicles such as truck, bulldozer, buses, tractors etc. and further any apartment holder / occupier in the project shall and will not entitle to park his/her/their any two / four wheeler vehicle in drive way.

10. FORMATION OF ORGANISATION OF APARTMENTS HOLDERS IN THE BUILDING/ PROJECT ON THE SAID LAND:-

- 10.1 In the Said Entire Project on the Said Land, there are eight Buildings/Wings A, B, C, D, E, F, G & H. To have maintenance of Building/Wings and common facilities more conveniently, after



हवल-१८		
१५७०६	२५	५४
२०२३		

booking of 51% Apartment/Tenement within 3 months Promoter will submit the application for formation of co-operative housing society for the tenement holders in Building "A" under propose name **"Roshan Milestone Wing "A" Co-Operative Housing Society Ltd.,** consisting of tenement holders in Building "A". To have maintenance of Building/Wings and common facilities more conveniently, after booking of 51% Apartment/Tenement within 3 months Promoter will submit the application for formation of co-operative housing society for the tenement holders in Building "B" under propose name **"Roshan Milestone Wing "B" Co-Operative Housing Society Ltd.,** consisting of tenement holders in Building "B". To have maintenance of Building/Wings and common facilities more conveniently, after booking of 51% Apartment/Tenement within 3 months Promoter will submit the application for formation of co-operative housing society for the tenement holders in Building "C" under propose name **"Roshan Milestone Wing "C" Co-Operative Housing Society Ltd.,** consisting of tenement holders in Building "C". To have maintenance of Building/Wings and common facilities more conveniently, after booking of 51% Apartment/Tenement within 3 months Promoter will submit the application for formation of co-operative housing society for the tenement holders in Building "D" under propose name **"Roshan Milestone Wing "D" Co-Operative Housing Society Ltd.,** consisting of tenement holders in Building "D". To have maintenance of Building/Wings and common facilities more conveniently, after booking of 51% Apartment/Tenement within 3 months Promoter will submit the application for formation of co-operative housing society for the tenement holders in Building "E" under propose name **"Roshan Milestone Wing "E" Co-Operative Housing Society Ltd.,** consisting of tenement holders in Building "E". To have maintenance of Building/Wings and common facilities more conveniently, after booking of 51% Apartment/Tenement within 3 months Promoter will submit the application for formation



हवल-१८		
१५६६६	२९	१२
२०२३		

of co-operative housing society for the tenement holders in Building "F" under propose name "**Roshan Milestone Wing "F" Co-Operative Housing Society Ltd.**", consisting of tenement holders in Building "F". To have maintenance of Building/Wings and common facilities more conveniently, after booking of 51% Apartment/Tenement within 3 months Promoter will submit the application for formation of co-operative housing society for the tenement holders in Building "G" under propose name "**Roshan Milestone Wing "G" Co-Operative Housing Society Ltd.**", consisting of tenement holders in Building "G". To have maintenance of Building/Wings and common facilities more conveniently, after booking of 51% Apartment/Tenement within 3 months Promoter will submit the application for formation of co-operative housing society for the tenement holders in Building "H" under propose name "**Roshan Milestone Wing "H" Co-Operative Housing Society Ltd.**", consisting of tenement holders in Building "H".

10.2 Therefore, in total 8 Co-Operative Housing Societies will be formed in the Said Entire Project on the Said Land with a separate one each for each Building/Wing. After formation of aforesaid 8 Co-Operative Housing Societies, in light of Sec.154B-1(8) read with Sec.154B2(4) of The Maharashtra Co-Operative Societies Act, 1960 as amended by Maharashtra Co-Operative Societies (Amendment) Act, 2019 which came into force from 09/03/2019, the Promoter will form " **Roshan Milestone Association of Co-operative Housing Society**" of such 8 Co-Operative Housing Societies.

10.3 In light of the aforesaid understanding, the Allottee herein is well aware that, the Promoter herein is not going to form Association of Apartment under The Maharashtra Apartment Ownership Act, 1970 & Rules made there under or Company under The Companies Act, 2013 & Rules made there under of the Apartment/Flats, shops, office etc. holders in the Said Building



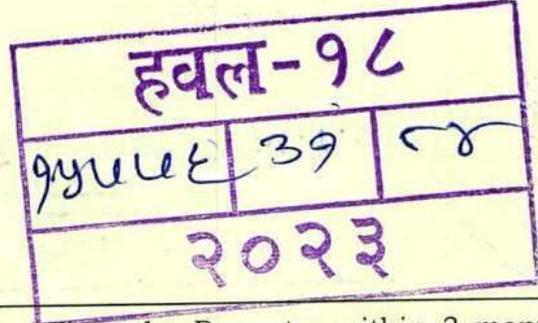
हवेल-१८		
१५७७९	३०	२४
२०२३		

which are under construction or to be constructed on the Said Property and hence with due diligence the Allottee herein by accepting to become the member of such co-operative housing society, has entered into this transaction.

- 10.4 To enable the Promoter to form the society as aforesaid, the Allottee herein shall join in forming and registering the Society, from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 15 days of the same being forwarded by the Promoter to the Allottee herein, so as to enable Promoter to register the society of the Allottee of the Apartment in the project under section 10 of the MOFA and section 19 of the RERA, within the time limit prescribed by rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of construction, Sale, Management and Transfer) Rule, 1964. 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 Article 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.

11. CONVEYANCE DEED :-

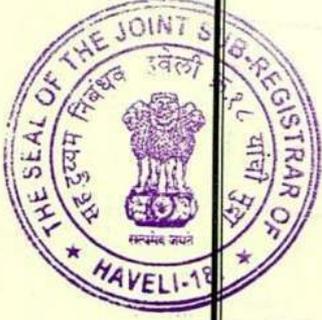
The Promoter herein has made full and true disclosure as to how the Said Entire Project on the Said Land is completed in 8 phases being for 8 wings separate phase. In light of provision Sec.17 of RE(R&D)A & R.9 of RE(R&D)R, Sec.11 of MOFA & R.9 of MOFR, the Promoter has decided after completion of construction of respective Building/Wing, formation of Co-Operative Housing Society of Apartment holders in such Building/Wing and receipt of full consideration along with all dues from all Apartment



holders in such Building/Wing, the Promoter within 3 months will convey such Building/Wing being structure with used buildable potential constructed on the part of the Said Land in favour of such society. Further, after conveyance of respective buildings with used buildable potential in the Said Entire Project on the Said Land and after formation Roshan Milestone Association of Co-Operative Housing Society of such 8 societies as per Sec.154B-1(8) read with Sec.154B2(4) of The Maharashtra Co-Operative Societies Act, 1960 as amended by Maharashtra Co-Operative Societies (Amendment) Act, 2019 which came into force from 09/03/2019, the Promoter will convey the Said Land with common amenities in favour of Roshan Milestone Association of Co-Operative Housing Society which will be formed as stated hereto before, in which Conveyance Deed all 8 Societies being member of such Roshan Milestone Association of Co-Operative Housing Society shall be party. Such Conveyance Deed will be executed and registered within 3 months from the date of formation of Roshan Milestone Association of Co-Operative Housing Society. The aforesaid stipulated period for Conveyance Deeds is stated subject to the co-operation from buyers of the Apartment and office bearers of the aforesaid 8 Societies and Roshan Milestone Association of Co-Operative Housing Society.

12. COMMON MAINTENANCE :-

Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share 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



हवल-१८		
१५६०६	३२	५४
२०२३		

land and building/s. Until the Society is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional contribution of Rs. 4,000/- per month for 2BHK & Rs. 3000/- per month for 1BHK for the period of 24 months towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building or wing is executed in favour of the society as aforesaid. On such conveyance of for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society, as the case may be.

13. THE ALLOTTEE SHALL ON OR BEFORE DELIVERY OF POSSESSION OF THE SAID APARTMENT KEEP DEPOSITED WITH THE PROMOTER, THE FOLLOWING AMOUNTS :-

- (i) Rs. 500/- for share money, application entrance fee of the Co-operative Housing Society of all tenement holders in the building in which Said Apartment is situated.
- (ii) Rs. 100/- for formation and registration of the Roshan Milestone Association of Co-Operative Housing Society in the Said Entire Project.
- (iii) 18% GST applicable for proportionate share of taxes and other charges/levies in respect of the Co-operative Housing Society of all tenement holders in the building in which Said Apartment is situated & Roshan Milestone Association of Co-Operative Housing Society in the Said Entire Project.
- (iv) Rs. 4,000/- for 2 BHK & Rs. 3,000/- for 1 BHK deposit towards monthly contribution towards outgoings of Co-operative Housing Society of all tenement holders in the building in



हवल-१८		
१५०५६	३३	२४
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which Said Apartment is situated & Roshan Milestone Association of Co-Operative Housing Society in the Said Entire Project.

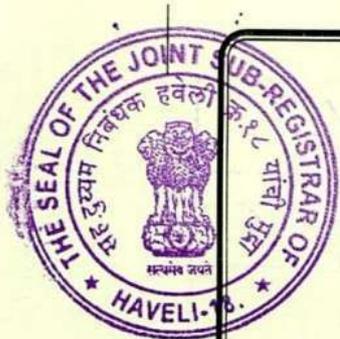
- (v) Rs. NIL for being Corpus fund is an anticipated amount of building or buildings of a Society, Depends on structural audit of the building/s, as to how much amount after certain number of years is needed for its major repairs, is decided and it is collected, over the period of several years, in equal amounts from each Apartment in a Building "G".

The aforesaid amounts shall be paid by the Allottee to the Promoter by Cheques / Demand Draft/RTGS issued / drawn in the name of "
" Bank, Branch, should be made payable at Pune
OR by direct transfer to the aforesaid account at IFSC Code No.
of Bank, Branch.

The Promoter shall maintain a separate account as aforesaid in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of aforesaid maintenance 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.

14. ALLOTTEE SHALL PAY REGISTRATION FEE & STAMP DUTY FOR AGREEMENT & CONVEYANCE :-

At the time of registration of conveyance the structure of the building or 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 on such conveyance 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 of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by co-operative housing society of the tenement holders in the building in which Said Apartment is situated and

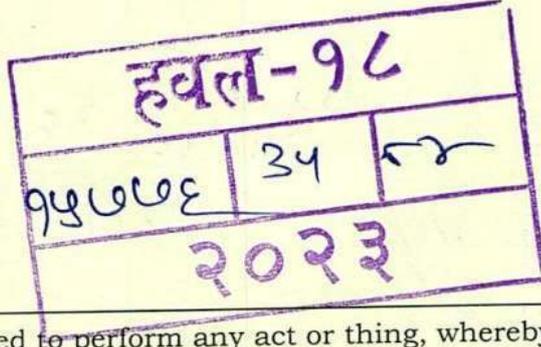


हवल-१८		
१५५५६	३४	२४
२०२३		

Roshan Milestone Association of Co-Operative Housing Society on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of Roshan Milestone Association of Co-Operative Housing Society.

15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :-

- 15.1 The Promoter 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;
- 15.2 The Promoter 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;
- 15.3 There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- 15.4 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;
- 15.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and Said Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land 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 Project, project land, Building/wing and common areas;
- 15.6 The Promoter 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 Allottee created herein, may prejudicially be affected;

- 15.7 The Promoter 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 which will, in any manner, affect the rights of Allottee under this Agreement;
- 15.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Apartment to the Allottee in the manner contemplated in this Agreement;
- 15.9 At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the co-operative housing society of all tenement holders in the building/wing in which Said Apartment is situated;
- 15.10 The Promoter 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;
- 15.11 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 Land) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

16. REPRESENTATIONS AND COVENANTS OF THE ALLOTTEE WITH THE PROMOTER :-

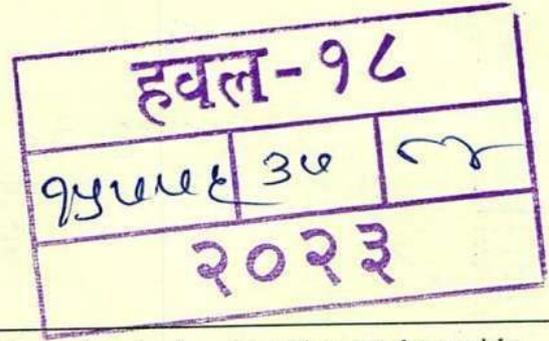
- 16.1 To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done



हवल-१८		
१५५५०६	३६	२०
२०२३		

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.

- 16.2 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 Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- 16.3 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 committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 16.4 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



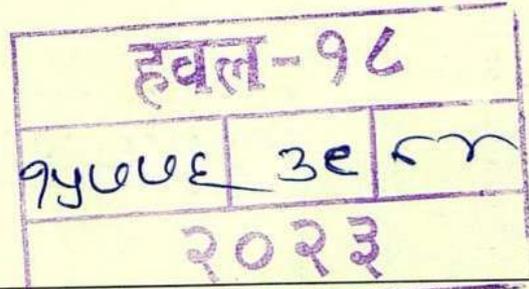
or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to 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, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society.

- 16.5 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said Project 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.
- 16.6 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 Said Project and the building in which the Apartment is situated.
- 16.7 Pay to the Promoter 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.
- 16.8 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 Allottee for any purposes other than for purpose for which it is sold.
- 16.9 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



हवल-१८		
१५७७६	३५	५४
२०२३		

- Allottee to the Promoter under this Agreement are fully paid up.
- 16.10 The Allottee 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 Allottee 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.
- 16.11 Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter 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.
- 16.12 Till a conveyance of the Said Project on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Said Project or any part thereof to view and examine the state and condition thereof.
- 17. THE ALLOTTEE SHALL HAVE NO CLAIM SAVE AND EXCEPT IN RESPECT OF THE APARTMENT :-**
- Nothing contained in this Agreement is intended, to be nor shall be construed as a grant, demise or assignment in law, of the Said



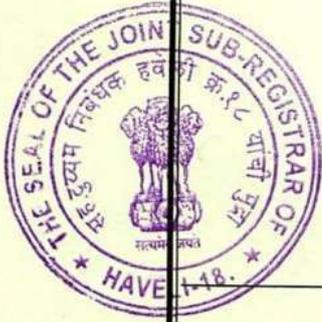
Apartments and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Co-operative Housing Society Limited of all tenement holders in the building in which Said Apartment is situated and until the Said Entire Project is completed and transferred with common amenities to the Roshan Milestone Association of Co-Operative Housing Society.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Said 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.

19. BINDING EFFECT :-

Forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter 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- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter 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



हवल-१८		
१५५७६	२०	२२
२०२३		

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.

20. ENTIRE AGREEMENT :-

This Agreement, along with its schedules and annexures, 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, as the case may be.

21. RIGHT TO AMEND :-

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

22. 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 obligations go along with the Apartment for all intents and purposes. Prior to aforesaid transfer by the Allottee, the Allottee shall obtain prior consent of the Promoter, as to not any amount receivable by the Promoter from the Allottee and further the Allottee should produce No Dues Certificate/Mortgage Release Deed, if Allottee mortgaged the Said Apartment for housing loan.

23. 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



हवल-१८		
१५७७६	२७	२४
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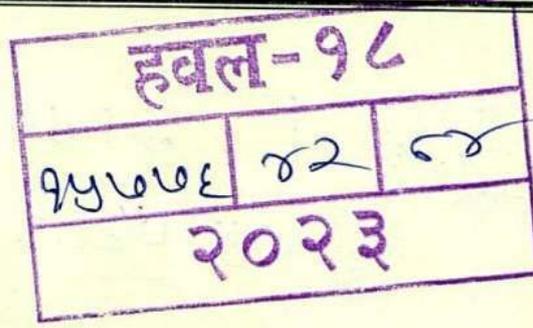
of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

24. 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 the building in which Said Apartment is situated, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the such building. Without prejudice to the aforesaid provision of payment in common, in light of the provisions related to the co-operative housing society, of The Maharashtra Co-operative Housing Societies Act, 1960 & Rules made thereunder read with bye-laws of the society, if any payment in common decided in General Body Meeting of the Co-operative Housing Society in which Said Apartment is situated, then each apartment holder shall abide such decision and pay the amount accordingly.

25. 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.



26. PLACE OF EXECUTION :-

The execution of this Agreement shall be complete only upon its execution by the Promoter 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 within the jurisdiction of concern Sub-Registrar in which office this Agreement is registered.

27. PRESENTATION & REGISTRATION :-

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

28. SERVICE OF NOTICES & LETTERS :-

That all Notices, Letters etc. to be served on the Allottee and the Promoter 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 the Allottee - GEETA S KULKARNI

Address - B/402 Neha Pooja Co Op Housing Society Limited, Off M.G. Road, Opp. P South Municipal School, Mithanager Goregoan West Mumbai, Mumbai Suburban, Maharashtra - 400104

Notified Email :- "mskulkarni6@rediffmail.com"

Name of the Promoter:- ROSHAN REALTY

Address:- S.NO.92, 2ND FLOOR, ROSHAN CAPITOL, BEHIND INDIRA COLLEGE, TATHAWADE, PUNE 411033

Notified Email :-"roshanrealty105@gmail.com"



हवल-१८		
१५००६	४३	०४
२०२३		

It shall be the duty of the Allottee and the Promoter 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 promoter or the Allottee, as the case may be.

29. JOINT ALLOTTEES :-

That in case there are Joint Allottees all communications shall be sent by the Promoter 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.

30. DISPUTE RESOLUTION :-

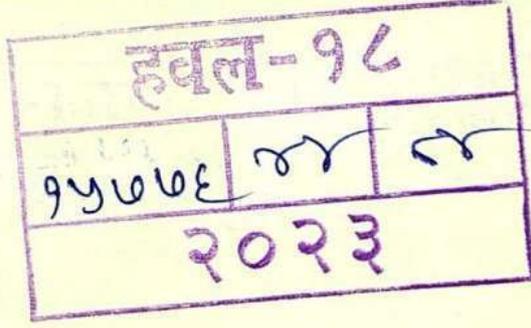
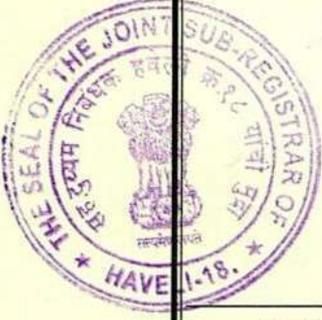
Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to "The Maharashtra Real Estate Regulatory Authority" as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

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 as aforesaid and the Dispute Resolution Authority/Court will have the jurisdiction for this Agreement, for the disputes, which not covered under Clause No.31 hereinabove written.

32. STAMP DUTY AND REGISTRATION FEE:-

32.1 The charges towards stamp duty and registration of this Agreement shall be borne by the Allottee.



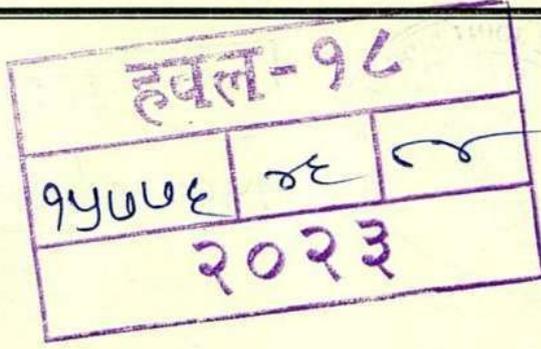
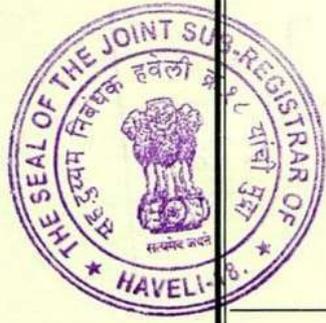
- 32.2 The consideration of the Said Apartment as agreed between the Promoter and the Allottee/s herein and also as per the prevailing market rate in the subject locality, which is the true and fair market value of the Said Apartment is as stated in Clause No. 2 hereinabove written. This agreement is executed by the parties hereto under The Real Estate (Regulation and Development) Act 2016, The Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, and rules made there under. The Said Land is situated within the Pimpri-Chinchwad Municipal Corporation, as per the annual statement of rates published under the Maharashtra Stamp (determination of true market value of property) Rules, 1995 and hence proper stamp duty under the Maharashtra Stamp Act, 1958, and surcharge as per Section 149A and 149B of Maharashtra Municipal Corporation Act, has been paid as presently applicable by the Allottee/s herein alongwith appropriate registration fees herewith.
- 32.3 As stated in Clause No.11 hereinabove written, after formation of respective Co-Operative Societies of tenement holders in respective Buildings/Wings in light of statutory provision as per S.17 of RE(R&D)A & R.9 of RE(R&D)R, S.11 of MOFA & R.9 of MOFR and S.154B-1(8) of The Maharashtra Co-Operative Societies Act, 1960 as amended by Maharashtra Co-Operative Societies (Amendment) Act, 2019 which came into force from 09/03/2019, the Promoter herein being Vendor within stipulated period have to convey respective Building/Wing with used buildable potential for construction in favour of such respective societies and after completion of Said Entire Project on the Said Land, in light of statutory provision within stipulated period the Promoter being Vendor have to convey Said Land with common amenities etc. in favour of Roshan Milestone Co-Operative Housing Association which will be formed of all 04 societies of the Buildings/Wings. Considering this aspect, in light of S.4 & 29 read with explanation



हवल-१८		
१५/०६/२३	२५	२३
२०२३		

of Article-25 in Schedule-I of Maharashtra Stamp Act, the part of the Stamp Duty paid on transaction of tenements in the Said Entire Project shall/will be adjusted in Conveyance of Building with used buildable potential in favour of respective Co-Operative Society of Building/Wing and remaining balance Stamp Duty shall/will be adjusted in conveyance of Said Entire Land with common amenities in favour of Roshan Milestone Co-Operative Housing Association of all 08 Co-Operative Societies of respective tenement Holders in respective Building/Wing. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyances, as aforesaid.

- 32.4 As per Maharashtra Stamp Act 1958 Schedule-I, Article 5 (g-a) (ii) if the Allottee herein transferred /assign the rights under this agreement to any subsequent Allottee within a period of 1 year the Allottee herein is entitle to get adjusted the stamp duty payable on such transfer/assignment and further as per Maharashtra Stamp Act 1958 Schedule-I Article 25 Explanation -1, the parties hereto shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoter in favour of the Society in which the Allottee will be the member in respect of the Said Apartment.



SCHEDULE -I

(DESCRIPTION OF SAID PROPERTY)

All that continuous plot of land admeasuring 10778.79 sq.mtrs. out of Survey No.105, admeasuring 01 Hectare 13 Ares i.e 11300 sq.mtrs situated at Village Tathawade within the registration district Pune, Sub-Registration District Haveli, Taluka Mulshi and within the limits of Pimpri Chinchwad Municipal Corporation, Pimpri and which area admeasuring 10778.79 sq.mtrs.is bounded as follows:

On or towards East : By Survey No. 104/1.

On or towards South : By Border of the Village Marunje.

On or towards West : By Survey No.106/2.

On or towards North : By Survey No. 107/2

Alongwith permissible Basic FSI for plot area admeasuring 11856.67 sq.mtrs., FSI receivable against the transfer of area admeasuring 521.21 sq.mtrs under 24 mtrs. wide DP Road reservation from PCMC, permissible TDR, Premium FSI, Ancillary FSI and all other buildable potential permissible for the Said Land as per Unified Development Control & Promotion Regulation 2020 and State Government Notification/Circular from time to time under Maharashtra Regional Town Planning Act 1966 i.e. "**Said Property**".

The aforesaid plot is delineated in **RED** colour boundary line and marked by letters **A B C D E F G H A** on the plan annexed hereto as

Annexure - 1.



हवेल-१८		
१५५५५५	२५	२५
२०२३		

SCHEDULE-II

DETAILS OF THE SAID APARTMENT

1. Name of the Project : **ROSHAN MILESTONE WING G**
2. Apartment/Flat No. **1001**
3. Floor : **10th**
4. Building No. **"G"**,
5. Apartment consisting of: One Living, one Kitchen/Dining, One Bedroom with attached Toilet, One Bedroom, One WC & Bath and internal usable area, 2 Sitout (Open Balcony).
6. Carpet Area of the Apartment :-
 - i) 56.55 sq. mtrs. i.e. 609 sq.ft. of One Living, One Kitchen/Dining, One Bedroom with attached Toilets, One Bedroom, One WC, One Bath and internal usable area.
 - ii) 3.72 sq. mtrs. i.e. 40 sq.ft. of 1 Sitout (Open Balcony) & 2.78 sq. mtrs. i.e. 30 sq.ft. of 1 Sitout (Open Balcony)



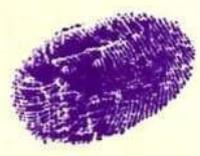
हवल-१८		
१५७७६	२५	२२
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IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and sealed on the day month and year first hereinabove written.

I) SIGNED, SEALED AND DELIVERED

by within named the Promoter

ROSHAN REALTY Through its proprietor **MR. RAHUL B. SANKLA**

		
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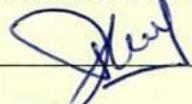
II) SIGNED, SEALED AND DELIVERED

by within named the Purchaser/s

GEETA S KULKARNI

		
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IN THE PRESENCE OF:-

1) Signature 

Name Kiran Dhumal

Address Bandhan
Pune-411021

2) Signature 

Name Aniket Wadkar

Address Tathawade Pune-411039



हवल-१८	
१५७७६	२४
२०२३	

I) SIGNED, SEALED AND DELIVERED

by within named **CONSENTING PARTY**

- (1) **MRS. UMADEVI R. AGARWAL**
- (2) **MR. KALURAM K. DORGE**
- (3) **DR. ANAND M. ATKARE**
- (4) **MR. MUKUNDRAJ A. KHONDE**
- (5) **MR. SAGAR B. GAWALI**
- (6) **MRS. BHAVANA M. SANT**
- (7) **MR. NIKAM B. NANASAHEB**
- (8) **MR. PANKAJ M. NIKUMBH**
- (9) **MR. KIRAN H. JAIN**
- (10) **MR. LALIT H. JAIN**
- (11) **MRS. BHAVNA A. SANKLA**

Through their duly constituted attorney
ROSHAN REALTY through its
proprietor **MR. RAHUL B. SANKLA**



Bauk



IN THE PRESENCE OF:-

1) Signature *[Signature]*

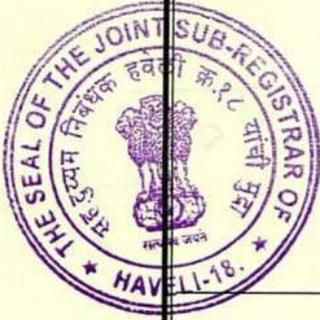
2) Signature *[Signature]*

Name *Kiran Dhumal*

Name *Aniket Wadkar*

Address *Bavdhan*
Pune. 411021

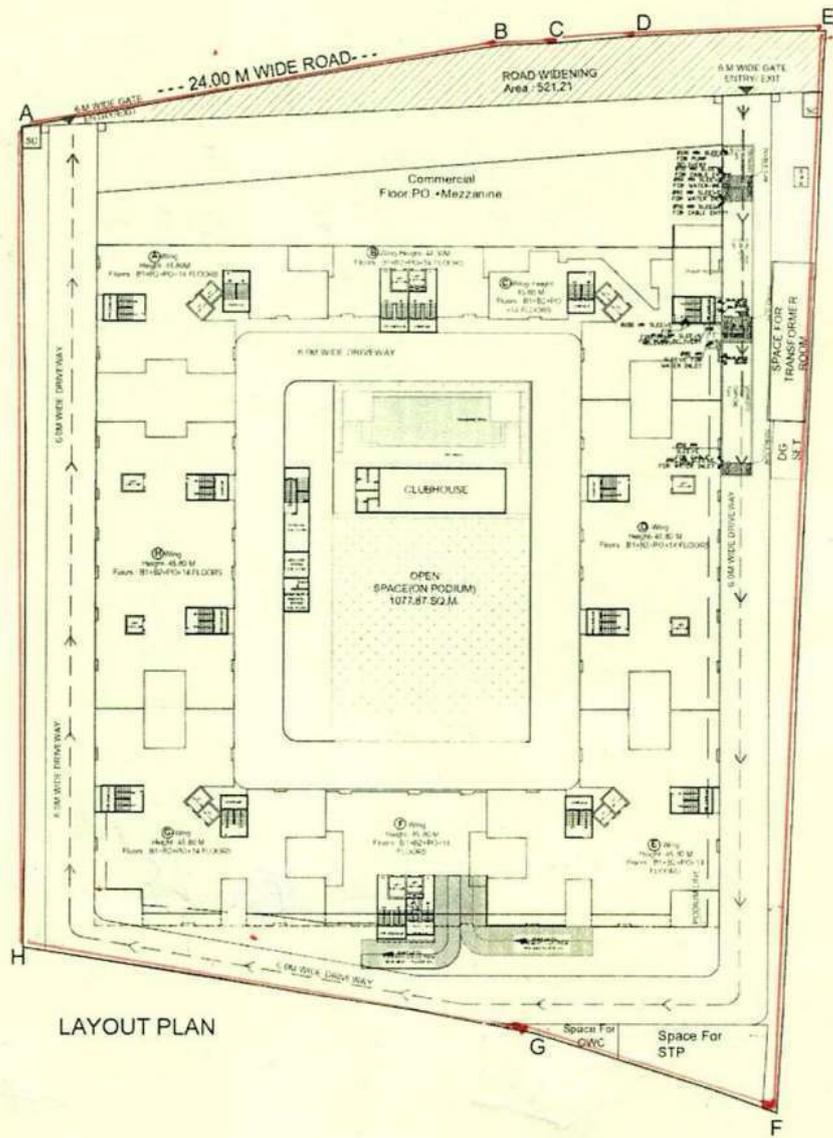
Address *Tatbawade, Pune. 411033*



हवल-१८
१५७७६ ५०
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ANNEXURE-1

(Layout Plan of the Said Larger Land)



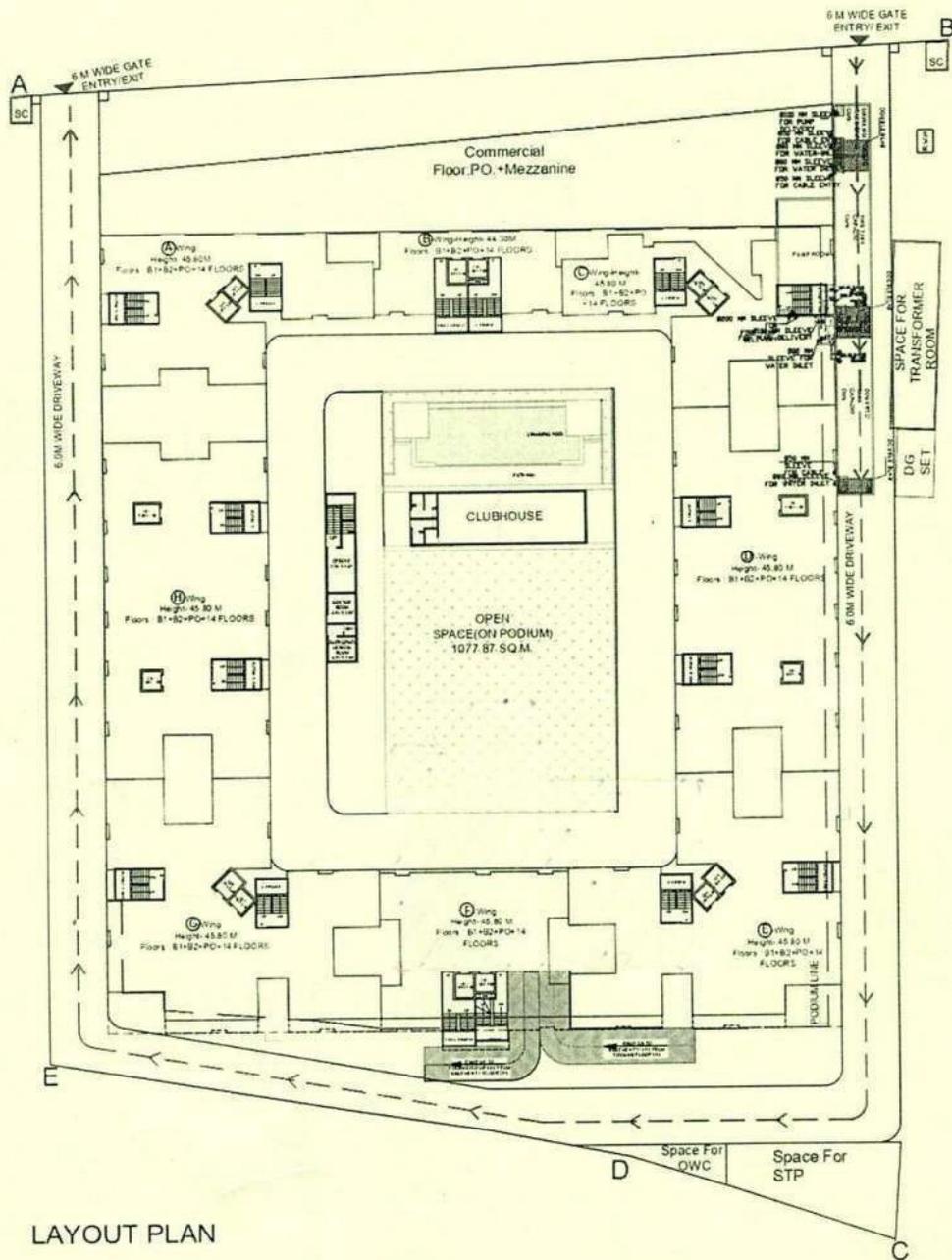
LAYOUT PLAN



हवल-१८
१५७७६ ५१ २४
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ANNEXURE-2

(Layout Plan of the Said larger Land)

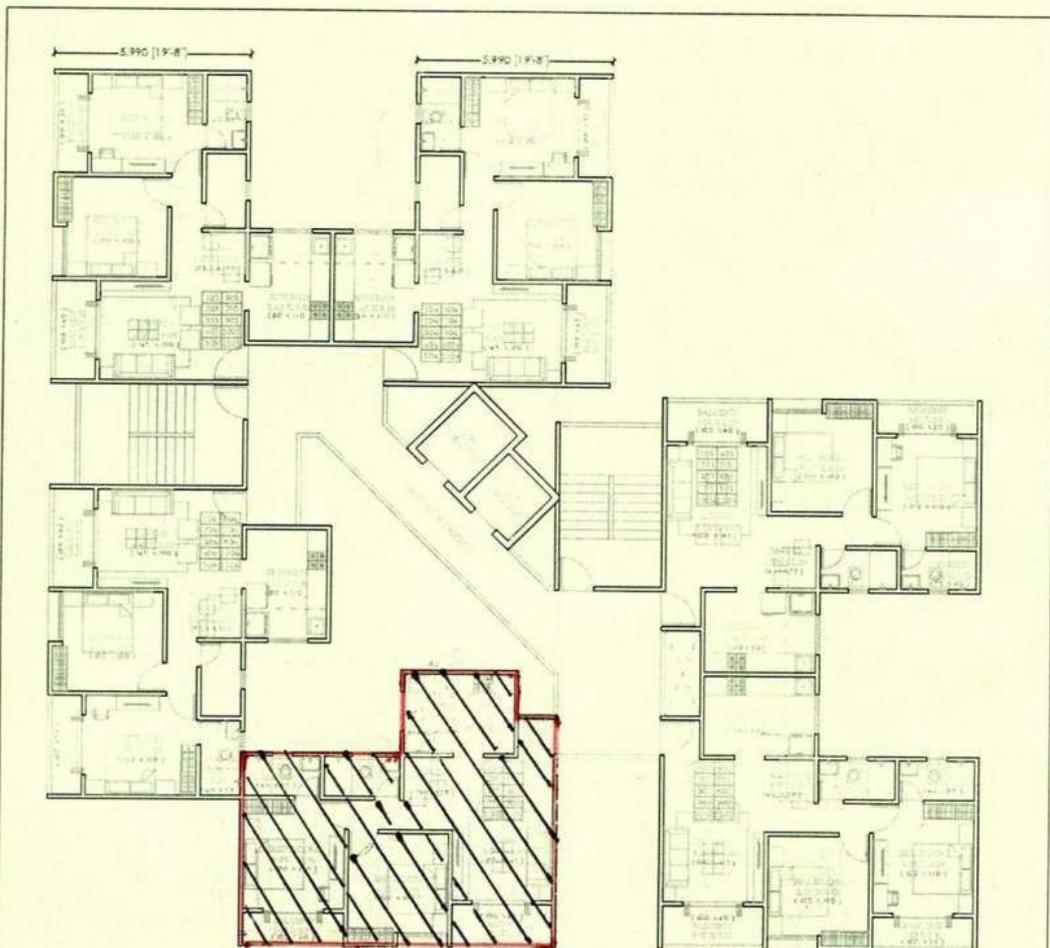


LAYOUT PLAN



हवल-१८
 १५७७६ ५२ ८४
२०२३

ANNEXURE-3
(Said Apartment / Flat Floor Plan)



TYPICAL FLOOR PLAN
(1st to 7th & 9th to 11th)
WING - G

FLAT NO.	FLAT TYPE	CARPET AREA		TOTAL CARPET AREA (SQ.M)	TOTAL CARPET AREA (SQ.FT.)	TOTAL SALEABLE AREA (SQ.FT.)
		AREA	OPTN. BALCONY			
101-201-301-401-501-601-701-801-901-1001-1101	2 BHK	HEXHA	6.30	63.05	679	91.6
102-202-302-402-502-602-702-802-902-1002-1102	2 BHK	HEXHA	6.30	63.05	679	91.6
103-203-303-403-503-603-703-803-903-1003-1103	2 BHK	HEXHA	6.30	63.05	679	91.6
104-204-304-404-504-604-704-804-904-1004-1104	2 BHK	HEXHA	6.30	62.70	675	91.6
105-205-305-405-505-605-705-805-905-1005-1105	2 BHK	HEXHA	6.30	61.62	663	91.6
106-206-306-406-506-606-706-806-906-1006-1106	2 BHK	HEXHA	6.30	61.62	663	91.6
TOTAL						91.6

PROPOSED BUILDING ON
S.NO. 105 AT TATHAWADE, PUNE.
FOR: ROSHAN DEVELOPERS

DRAWN BY: **Arifa**
OPTION NO.:
DATE: **31.12.2022**
REMARKS:

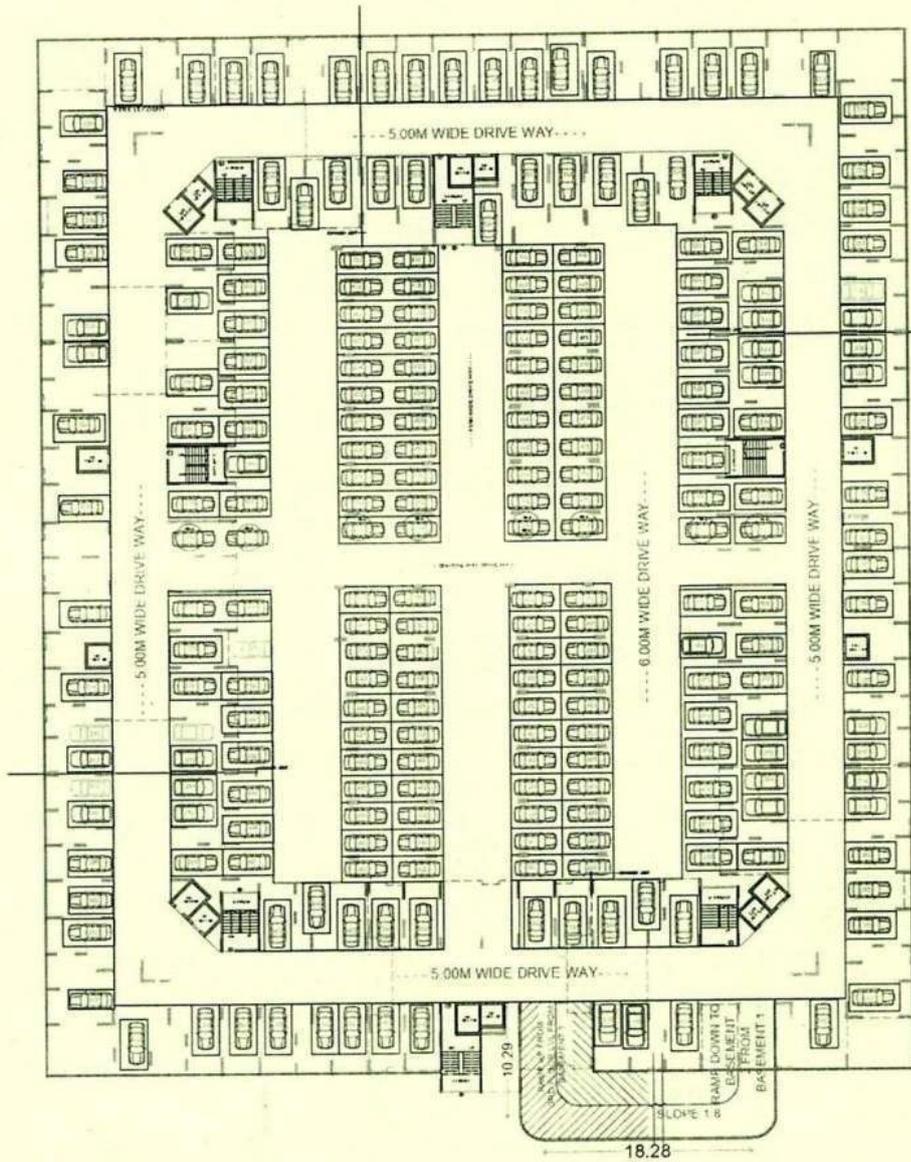
DESIGN ARCHITECT
CUBIX
OFFICE NO. 1 AND 2 AR STROCAT 2 OPP BE SP. HILL HOTEL NEAR SHANIS DULRI LULLA NAGAR 8 BAYALAD, PUNE 411004. CONTACT NO. 9723010000 9723010001



हवल-१८		
१५५५६	५३	२४
२०२३		

ANNEXURE-4

(Parking plan showing parking space)



PARKING LAYOUT - BASEMENT 1



हवेली-१८		
१५७७६	५४	५४
२०२३		

ANNEXURE-5

(Specifications of the said Buildings and said Apartment / Flat)

FOUNDATION:

Foundation as per the R.C.C. Consultant's recommendation.

STRUCTURE:

R.C.C. framed building structure with slabs and lintels.

WALLS:

External walls in 5" thick brick masonry and internal walls in 5" brick masonry work in cement mortar.

FLOORING:

Vitrified tile flooring in all rooms with skirting. Antiskid flooring in adjacent terrace and dry balcony.

DOORS:

Attractive Main Door with good fitting and night latch. All other doors will be commercial flush doors with laminate. Plywood/wood door frames with laminated. Granite / Marble door frames for toilet and bath for internal side.

WINDOWS:

Two and Three track Aluminium sliding windows with safety M.S. Grill.

KITCHEN:

Granite kitchen platform with stainless steel sink, and glazed tile dado up to the 2 feet above platform.

TOILETS, BATHROOM & W.C. :

Ceramic tile flooring, glazed tile upto the 7 feet and Hot and Cold water mixer unit in bath.

ELECTRICAL:

Concealed copper wiring.

Good quality concealed electrical fittings.

Concealed T.V. point in living room.

PLUMBING:

Good quality concealed plumbing.

PLASTERING:

Gypsum finished internal wall and sand finished external wall.



हवल-१८		
१५५५५५	५५	५५
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PAINTING:

Oil Bond distemper on internal walls and acrylic paint on external walls.

NOTE :-

- 1. The aforesaid specifications are general and will be provided in the residential apartment as suitable in apartment as per the discretion of the Promoter.*
- 2. Any additional specification or work will be charged extra. No rebate will be given for cancellation or omission of any item which is agreed as aforesaid.*



हवल-१८		
१५७७६	५६	२४
२०२३		

ANNEXURE-6

(Common & Restricted Facilities and Amenities for the Project)

(A) Common Facilities and Amenities :-

- a. Garden:- Landscaped Garden with children's play area.
- b. Club House.
- c. Systems :-
 - 3.1) Fire Fighting Installations
 - 3.2) Waste water treatment plant
 - 3.3) Rain Harvesting System
 - 3.4) Power back up for lifts, Pumps and partial common lighting
- d. Road :- All internal roads concrete / paving block.
5. RCC Frame work structure of the buildings.
6. Drainage and water line work.
7. Electric meters and water meter/s connected to common lights, water connections, pump set etc.
8. Light points outside the building and the staircase/s as well as those in the common parking space.
9. Water tank / tanks for the project alongwith water pump.
10. Lift / Elevator, lift well and elevator equipments for each wing / building.
11. Landscape garden, decorative entrance gate.

(B) Restricted Common Facilities & Amenities :-

1. The terrace/veranda/Sit-out in front of or adjacent to the apartment/flat in the Said Building/s if any, shall belong for exclusive use to the respective Allottee / Purchaser of the such apartment/flat.
2. The utility adjacent area adjacent to the kitchen of the apartment/flat in the Said Building/s if any, shall belong for exclusive use to the respective Allottee / Purchaser of the such apartment/flat.



हवेल-१८		
१५६६६६६६	५६	२
२०२३		

3. As stated in clause No.18, the parking area which is kept for allotting to apartment holders in the project being exclusive right to use car parking space shall be treated as restricted common parking space for such apartment holders. Similarly as stated in clause No.18 parking area which is kept for common parking for the apartment holders who have not got allotted exclusive right to use car parking space shall also be treated as restricted common parking space for such apartment holders.



हवल-१८
१५७७६५८ २४
२०२३

ANNEXURE-7

(Additional Terms & Conditions Agreed Between Promoter & Allottee)

1. Preamble of the main Agreement shall be construed and read as the terms & conditions agreed between the parties.
2. The Promoter herein has informed and disclosed to the Purchaser that, for storm water, sewage and waste water the Promoter will provide adequate capacity storm water drain discharge in recharge pits and for sewage, waste water and solid waste will have installed adequate capacity Sewage Treatment Plant (STP) as per conditions imposed in Environmental Clearance Certificate and on conveyance of the initially constructed buildings /wings, in favour of Co-Operative Housing Society of tenement holders in respective society, such STP has to be maintained and kept working as per conditions imposed by concern authority at the cost and risk of members of such societies and societies, whose toilets of the tenements sewage, waste water and solid waste connected to such STP and also liable for cause and consequences of non-observation and non-performance of such conditions.
3. The Promoter herein has informed and disclosed to the Purchaser that, the Promoter has provided sufficient space out of the Said Land for installation of Electricity Transformer and as per norms of Maharashtra Electricity Distribution Company Limited (MEDCL) and accordingly an application & necessary payment, MEDCL installed the require capacity transformer with necessary electricity supply cables for each building of the Said Entire Project on the Said Land. For each building for installation of energy meter sufficient space will be provided and for each apartment separate energy meter will be installed and accordingly for Buildings being "A", "B", "C", "D", "E", "F", "G" & "H" will be implemented in due course as per norms of the aforesaid Company. For common lights and energy required for common water supply pumps separate energy meter will be provided along with Diesel Generator Backup is provided for Building "A", "B", "C", "D", "E", "F", "G" & "H". It is specifically disclosed by the Promoter that, though the Promoter has provided aforesaid provisions for the Said Project, if there is any deficiency in supply of electricity then for such deficiency the Promoter will not be liable. The Allottee with due diligence accepted the aforesaid discloser.
4. The Promoter herein has informed and disclosed to the Allottee/ Purchaser herein that, Said Land is within the periphery of Pimpri Chinchwad Municipal Corporation, Pune (PCMC) and in light of provisions of the Maharashtra Regional and Town Planning (MRTP)



हवल-१८		
१५००६	५२	२
२०२३		

Act, 1966 and Unified Development Control & Promotion Regulations applicable for the aforesaid Authorities, the Promoter herein applied and obtained water connections for Building "A", "B", "C", "D", "E", "F", "G" & "H" and in due course will apply & obtain water connection for Building "G" and connect the such water connections for water storage tanks as per sanctioned Building plan and from such water storage tank proper water connection in each apartment in the project will be connected. The Promoter further specifically disclose that, in addition aforesaid water provision, the Promoter will have the water survey within Said Land from the concerned expert have installed separate sub-miscible pumps and laid down the water lines upto the water storage tanks provided in the Said Entire Project as per sanctioned building plans and further from such storage tanks to the each Apartment in the building. The Promoter further specifically disclose that, though the Promoter, providing water as aforesaid by adopting aforesaid method, if the water supply available out of that method is found insufficient for the occupants in the Said Entire Project, then additional required water supply has to be procured by the Occupants/Allottees at their cost through Roshan Milestone Association of Co-operative Housing Society.

5. The Promoter herein to disclosed and provided to the Apartment Allottee for inspection copies of demarcation plan, layout and building plan as well as sanction layout plan and building plan and further disclosed that, balance sanction in light of IOD presently received from PCMC and further, in light of Said Entire Project on the Said Land & revise IOD which will be received from PCMC, further building layout plan for Said Entire Project will not be change and Promoter will obtain the same in due course for utilizing all types of buildable potential of the Said Land/Said Larger Land as per Unified Development Control & Promotions Regulation 2020 as applicable from time to time for the Said Land/Said Larger Land till the completion of all projects on the Said Land/Said Larger Land in all respect by receiving full and final completion certificate.
6. The Promoter herein has made full and true disclosures as aforesaid to the Purchaser and further also requested to the Allottee to carry out the search and to investigate the Marketable Title and rights and authorities of the Promoter & Consenting Party, in respect of the Said Land/Said Larger Land by appointing his/her/their own advocate. As required by the Allottee the Promoter herein has given all information to the Allottee herein and he/she/they is/are acquainted himself /herself/ themselves



हवल-१८		
१५५५६	६०	५४
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with all the facts as to the Marketable Title and rights and authorities of Promoter & Consenting Party and after satisfaction and acceptance of title has/have entered into this agreement. The Allottee hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter & Consenting Party in respect of the Said Land/Said Larger Land and further Promoter's rights and authority as to enter into this agreement.

7. The Promoter herein disclosed and Allottee herein understood & agreed as to the development of the Said Entire Project on the Said Land consisting of 8 wings and same are to be completed in separate phases and as per present sanction obtained by Promoter herein vide Commencement Certificate No. BP/TATHAWADE/107/2022 dated 21/12/2022. Building/Wing A having two level basement parking, ground floor alongwith front part of mezzanine floor consisting commercial tenements/shops and rear side mezzanine floor (1st floor) consisting of residential tenements and 2nd Floor to 14th Floor consisting residential tenements and out of that upto 11th floor the sanction is received and remaining sanction for the remaining floors is yet to be received. Building/Wing B having two level basement parking, ground floor along with front part of mezzanine floor consisting commercial tenements/shops and rear side mezzanine floor (1st floor) consisting of residential tenements and 2nd Floor to 14th Floor consisting residential tenements and out of that upto 11th floor the sanction is received and remaining sanction for the remaining floors is yet to be received. Building/Wing C having two level basement parking, ground floor along with front part of mezzanine floor consisting commercial tenements/shops and rear side mezzanine floor (1st floor) consisting of residential tenements and 2nd Floor to 14th Floor consisting residential tenements and out of that upto 11th floor the sanction is received and remaining sanction for the remaining floors is yet to be received. Building/Wing D having two level basement parking, ground floor parking and 1st floor to 14th floor consisting of residential tenements and out of that upto 10th floor the sanction is received and remaining sanction for the remaining floors is yet to be received. Building/Wing E having two level basement parking, ground floor parking and 1st floor to 14th floor consisting of residential tenements and out of that upto 11th floor the sanction is received and remaining sanction for the remaining floors is yet to be received. Building/Wing F having two level basement parking, ground floor parking and 1st floor to 14th floor consisting of residential tenements and out of that upto 11th floor the sanction is

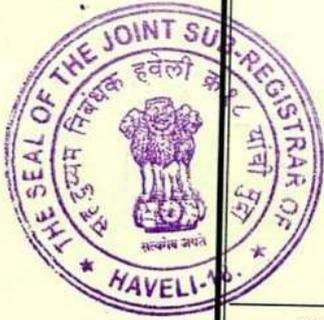


हवल-१८		
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received and remaining sanction for the remaining floors is yet to be received. Building/Wing G having two level basement parking, ground floor parking and 1st floor to 14th floor consisting of residential tenements and out of that upto 7th floor the sanction is received and remaining sanction for the remaining floors is yet to be received. Building/Wing H having two level basement parking, ground floor parking and 1st floor to 14th floor consisting of residential tenements and out of that upto 6th floor the sanction is received and remaining sanction for the remaining floors is yet to be received. Aforesaid sanction will be obtained from PCMC in due course.

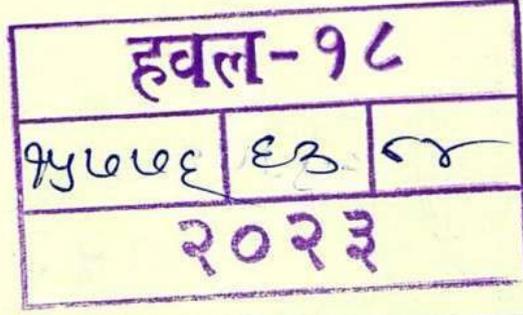
8. The 14th floor of Buildings/Wings A, B, C, D, E, F, G, & H shall consist of certain number of residential tenements required to be allotted nominees of the Maharashtra Housing and Development Authority (MHADA) in light of Integrated Housing, Chapter-7, Rule 7.7 of Unified Development Control & Promotion Rules 2020 applicable to the Pimpri Chinchwad Municipal Corporation, as per which the Promoter is obligated to construct houses for Economically Weaker Section (EWS) and Low Income Group (LIG). The aforesaid eight buildings/wings have basement parking one & basement parking two below ground level and parking floor at ground level, with open space shown in middle portion where club house, gym, swimming pool, crèche and first aid medical room with ambulance are proposed for use of the residential tenement holders only.
9. The Allottee/Purchaser herein is well understood the facts that, to use balance FSI of Said Larger Land, paid FSI and permissible TDR Said Land and FSI which will be received to the Promoter from the Unified Development Control & Promotions Regulations as applicable from time to time for the PCMC area, considering the aforesaid facts the Promoter herein has reserved right to consume the same by obtaining sanction for upper floors of the Building/Wing "A", "B", "C", "D", "E", "F", "G" & "H". For the aforesaid purpose the Allottee herein by executing these present with due diligence has/have given consent and further assured to the Promoter separate consent will not be required.

Provided that, the Promoter shall have to obtain prior consent in writing from the Allottee herein in respect of such variations or modifications which adversely affect the Said Apartment/flat which the Allottee herein has agreed to purchase on ownership basis in pursuance of this instrument.



हवेल-१८		
१५७७६	६२	२०
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10. In light of development of Said Entire Project and various permissions, D.C. Rules etc. with compliance of its conditions, the Promoter herein as stated hereinabove has to provide rain water harvesting, Sewerage/ Effluent Treatment Plant (if any), fossil fuel generators, Dependable parking (if any), photo-voltaic lights/panels, ventilation devices, firefighting system/ equipment/alarms/sprinklers, organic waste convertors, solid waste segregation, garbage chute and other equipment and processes etc., if any and accordingly the Promoter will comply the same. However, after receiving completion certificate and after conveyance of buildings as stated in Clause No.12 of the main Agreement, buyers of the tenements in respective Buildings and respective Co-operative Housing Societies as stated in Clause No.11 of the main Agreement, have to continue to maintain, upgrade, run the above mentioned equipments, systems, facilities and processes as per the rules and regulations imposed by the concerned authorities and for the same Allottee agrees to contribute to costs involved in these processes on prorata basis or as decided by the concerned societies. The Allottee will not hold the Promoter accountable for any penalty or action taken by any authority for failure on the part of Allottee or the concerned society, to comply with the required laws and procedures for obtaining consents, certification, permissions etc. for operation, up-gradation, modification, periodic monitoring and maintenance of such equipments/devices and processes.
11. In addition to the force major stated in clause number seven stated in the main agreement the Promoter also entitle for the extension of time for giving delivery of Apartment, date stated therein on the ground of (i) War, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting regular development of the real estate project. Natural calamity includes outbreak of a pandemic disease such as COVID-19 etc. (ii) Any notice, stay order from any court or any other order, rule, notification of the Government, any direction from the Development Controlling Authority or Competent Authority as to mandatory change in construction. (iii) The Allottee has / have committed any default in payment of installment as mentioned in Clause No.3 hereinabove written, and all other amounts payable by the Purchaser to the Promoter in respect of the Said Apartment, in terms of these present. (iv) Non-availability of steel, cement, other building material, water or electric supply as well as labour strike or scarcity of availability of expert labour.



12. If within a period of five years from the date of handing over the possession or from the date of receipt Occupancy Certificate whichever is earlier of the Said Apartment by the Promoter to the Allottee, the Allottee brings to the notice of the Promoter in writing any structural defect in the Apartment or the building in which the Apartment is 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.

Provided that, defect liability of the Promoter for the standard fittings, machinery including generator set for backup, STP, electric pumps, waste management plants, lift, Gas line if any, security equipments if any, Solar System if any, will be as per the warrantee provided by the respective manufacturer /supplier.

Further provided that, it is agreed that the defect liability period shall be deemed to have commenced from the date of expiry period in written intimation issued by the Promoter to the Allottee to take the possession of the Said Apartment or the Allottee took the possession of the Said Apartment whichever is earlier.

Provided however, that the Allottee shall not carry out any alterations of the whatsoever nature in the Said Apartment or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein.

13. After receiving the possession of the Said Apartment, the Allottee herein for whatsoever reason desire to grant the use of the Said Apartment to any third party on leave and license basis or otherwise, than he should have prior written consent of the Promoter till the formation of Co-operative Society and thereafter consent of the society in writing and further copy of such instrument shall be handed over



हवल-१८		
१५५५६	६४	५४
२०२३		

to the Promoter or society as the case may be and further the Allottee herein shall inform to the concerned police station in writing as to the grant of use along with the details of the persons who intend to reside / use the Said Apartment.

14. The Allottee herein is well aware that, the Central Government of India has inserted Sec.194-IA in Income Tax Act 1961 imposed responsibility on Allottee if consideration payable by the Allottee to the Promoter is more than Fifty Lakh, then at the time of credit of such sum to the account of Promoter or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount equal to 1% of such sum as income tax thereon and accordingly if the Allottee herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is made produced original Challan-cum-statement in Form No.26QB u/s 194-IA of Income Tax Act 1961 read with Income Tax Rule 30(a)(2A) & 31A in the name of Promoter herein with PAN NO. **AEEPS4489P** then only the Promoter will acknowledge receipt of part consideration of Said Apartment for the amount equal to deducted and paid under such Challan-cum-statement.

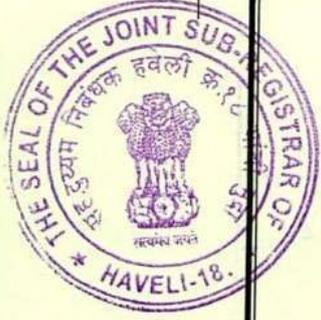
Provided that, at the time of handing over the possession of the Said Apartment if any such Challan-cum-statement in Form No.26QB is not produced by the Allottee, then Allottee herein shall deposit amount as interest free deposit with the Promoter equivalent to the amount which is to be paid by the Allottee under aforesaid provision and which deposit amount will be refunded by the Promoter to the Allottee on submitting Challan-cum-statement in Form No.26QB within 15 days from the end of the month in which possession of the apartment is delivered by the Promoter to the Allottee.

15. Notwithstanding anything contained hereinabove, the liability to pay the aforesaid taxes, etc. shall always be on the Allottee of the Said Apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter, in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee along with interest, at the rate imposed by such recovery authority for nonpayment within limitation by the person who is liable to pay such amount and the Allottee herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee in writing. It is further specifically agreed that, aforesaid encumbrance shall be on Said Apartment being first encumbrance of the Promoter. The Allottee herein with due-diligence has accepted the aforesaid condition.



हवल-१८		
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16. The Promoter herein has specifically informed to the Allottee and Allottee herein is/are also well aware that, the Promoter herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building/s, outer colour scheme, terraces, windows and grills etc. and hence the Allottee or any owner or occupier of the apartment/s in the building shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water / water of adjacent terraces / sit-out / roofs shall always have proper flow and should not obstruct the same in any manner. The Allottee herein specifically undertakes to abide aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sale the Said Apartment to the Allottee herein on ownership basis, subject to the terms and condition of this Agreement.
17. In the Said Project the Promoter herein are providing advance technology amenities / material / plant and equipment in common facilities like elevators, electric rooms etc. and which has to be operated / used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over the aforesaid facilities to the society, society shall set it's own norms for use of common amenities in order to avoid due to misuse, injuries and casualties / calamities occurred and any damages of whatsoever nature caused to any person or property for that, the Promoter shall and will not responsible.
18. The Promoter herein specifically informed to the Allottee that, the Promoter will not entertain any request of the Allottee as to the any extra work, alteration, modification, additions in the Said Apartment and the Allottee herein has agreed and accepted the condition.
19. It is also understood and agreed by and between the parties hereto that, the sit-outs for each apartment shall not be enclosed by such apartment buyer till the permission in writing is obtained from the concerned development controlling authority and the Promoter or society, or Association of Apartments as the case may be.
20. The Promoter herein may require to have project loan, from any financial institute including Nationalized or Co-operative Banks as



हवेल-१८		
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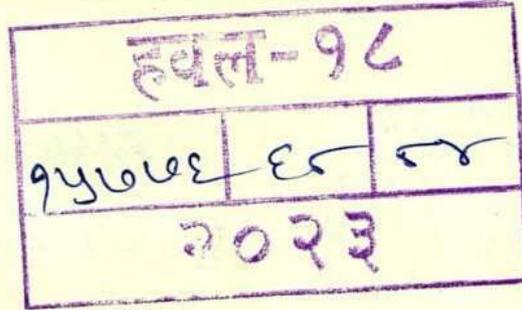
- the case may be for the Said Project by mortgaging the Said Land along with building structures constructed or to be constructed on the Said Land. The Promoter herein shall obtain necessary no objection letter from the said bank in respect of the Said Apartment and handover the same to Allottee herein at the time of availing home loan.
21. If the Allottee desire to have the housing loan against the security of the Said Apartment then, the Allottee herein shall inform in writing to the Promoter as to the details of such loan amount, name of the financial institute/bank and submit the sanction letter to the Promoter and thereafter the Promoter herein will issue required no objection certificate etc. along with copies of necessary documents to the Allottee, provided that the encumbrance of such loan amount and interest etc. thereon shall be limited to the Said Apartment and Allottee alone shall be liable to repay the same.
 22. After the Promoter executes this Agreement he shall not mortgage or create a charge on the Said 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 herein who has agreed to purchase the Said Apartment in pursuance of this agreement.
 23. The Allottee/s is/are hereby prohibited from raising any objection in the matter of sale of any apartment commercial or residential as the case may be in the Said Building and allotment of exclusive right to use car parking spaces, on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by Unified Development Control & Promotions Regulation in the concerned locality. For the aforesaid purpose the Allottee/s is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.
 24. In the event of the Society for the apartment holder in the buildings which are under construction on the Said Land which Promoter herein developing being formed and registered before the sale and disposal of all the apartments / units in the building/s which is/are to be constructed on the Said Land which Promoter herein developing, all the power, authorities and rights of the buyers of the apartments /units in such buildings, shall always be subject to the Promoter's over all right to dispose off unsold apartments and allotment of exclusive right to use unallotted



हवल-१८		
१५८८६६	६६	५४
२०२३		

parking space/s and all other rights thereto. The Allottee or any other apartment holder in the building or ad-hoc committee or Societies as the case may be shall not be entitled to demand any amount towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc. from the Promoter herein in respect of the unsold & unoccupied apartments in the buildings of the society as well as other buildings constructed on the Said Land and adjacent lands which Promoter herein developing.

25. Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter shall has all the rights under this agreement and other agreements in respect of the other apartment shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the apartments in the building/s is received by the Promoter.
26. Adjacent sit-outs is part of the Said Apartment allotted by the Promoter to the Allottee of such apartment, the same sit-outs have to be used by the Allottee herein or any other occupier on his behalf shall use the same being terrace and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of apartment holders in the building commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of the Allottee or occupier on his behalf and recover the cost of removal from Allottee or occupiers, till the building is convey in favour of the society as aforesaid and after conveyance the society is entitled to take the action as aforesaid in place of Promoter. In light of this condition, the Purchaser herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any apartment being allotted as sit-out, passages, parking space etc. alongwith the Said Apartment, if any.
27. The Promoter herein by spending huge amount providing high quality specifications in the Said Apartment and for the buildings which are under construction on the Said Land which Promoter herein is constructing, hence Allottee/ unauthorised persons / any agency shall not disturb the same under any circumstances concealed plumbing, concealed wiring etc. and considering this aspect and have the safety measures Purchasers are advised not to open this instrument or to try any changes with all these amenities otherwise guarantee / warranty may lapse as well as durability



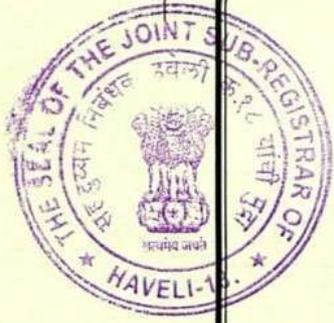
and stability of the building as to the R.C.C. frame work, concealed wiring load, neither Allottee nor occupier of the Said Apartment or any person on behalf of them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or any structural changes or in any manner increase the electrical load in the Said Apartment because wires will not take additional load and such act will be amount to be breach of condition of this transaction. Similarly, after completion of the Said Project and conveyance of the building in the name of society of such building, the such society will have absolute authority to expel the member for the Said Apartment and dispose of such apartment in market and refund the amount paid by the Allottee to the Promoter herein being consideration of the Said Apartment. This condition is the essence of contract and Allottee herein undertakes to abide the same.

28. The Promoter herein by spending huge amount has made high quality external elevation for the buildings which are under construction on the Said Land and adjacent land which Promoter herein is developing and to have the such external look forever, the Promoter herein specifically informed to the Allottee herein that, any buyer of the any apartment in the building shall and will not entitled to chiezel any external walls and have any additional openings in any manner for any purpose and further shall install cooling equipments if required at the places provided for the same inside the duct and any unit shall not been seen on external elevation. The Allottee herein undertake to abide this condition and if any owner or occupier of any Apartment in the Said Building committed breach of this condition then, the Promoter as well as propose society which is to be formed by the Promoter for the apartments holders in the building which are under construction under Said Land and adjacent lands which Promoter herein is developing and its office bearers shall have absolute right and authority to close the such openings if any and recover the cost incurred for the same with interest from the such owner and occupier of the such Apartment.
29. The Promoter herein specifically informed to the Allottee that, water proofing and anti-termite treatment in the project the guarantee stands automatically extinguished for the Apartment, if any owner or occupier of such Apartment in the building chisel the aforesaid works in any manner. Considering this aspect, the Allottee herein undertake not to chisel the aforesaid work in any manner, which will cause the reason to cancel the aforesaid guarantee.



हवेल-१८		
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30. The parties hereto are well aware that, the Apartment Number is three or four digit, first one or two digits denote floor of the building and last digit denote the Apartment number.
31. The parties hereto are well aware that, in sanction building plan floor height of 2.85 mtrs. is shown from top of the floor slab to top of the top slab of concern floor of the Apartment and considering RCC slab and flooring work, always height shall be less than that shown in the sanction plan and considering this aspect the floor to top of the such Apartment, the height will be near about 2.65 mtrs. To 2.75 mtrs. and the Allottees herein has accepted the aforesaid calculation and height by executing this present.
32. The Promoter herein is promoting the project on the Said Land having high value and having harmony in construction as well as colour combination and to maintain the same if any Apartment holders in the project desire to have the any internal changes in his accommodation he shall obtain prior permission from the society and till the formation of society the Promoter herein, in writing by depositing the deposit amount of Rs.50,000/- or amount which will be decided from time to time by concern Co-Operative Society of the building in which such apartment is situated and such amount shall and will have no interest. For the aforesaid purpose the Allottee herein shall store rubbish, require material etc. on his/her allotted parking area and after completion of internal work, the such Apartment holder shall remove all rubbish etc. from the Apartment as well as within the premises of the project elsewhere at his own cost and risk and clean the site to satisfaction of the Promoter or society of such building as the case may be and thereafter on application, the society or Promoter as the case may be will refund the deposit amount without interest thereon to such Apartment holder. On the contrary if the such Apartment holder fails to clear the site as aforesaid then association will clear the such rubbish etc. by deputing proper employees at the cost and risk of the such Apartment holder and deduct the amount of expenditure along with lump sum fine of Rs.25,000/- out of the deposit amount and refund the balance if any to the such Apartment holder or recover the additional amount if recoverable.
33. Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Said Entire Project "**Roshan Milestone**" and building will be denoted by letters and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the



हवेल-१८		
१५७७६	७०	२४
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entrances of the Said Entire Project. The Allottee or other Apartment holders in the building/s or proposed Society are not entitled to change the aforesaid Project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.



हवल-१८		
१५७७६६	७७	२
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ANNEXURE-8

(Copies of Commencement Certificates)



बी.पी./ताशवडे/११३/२०२१, दि. ३१/११/२०२१ करीत
पिंपरी चिंचवड महानगरपालिका, पिंपरी १८.

परिशिष्ट डी - १

शुधा बांधकाम चालू करणेकरिता दाखला



पिंपरी चिंचवड महानगरपालिका, पिंपरी - १८

क्रमांक - बी.पी./ताशवडे १०७/२०२१

दिनांक : २१ / ११ / २०२२

श्री./श्रीमती/म. शेरान शिखली तर्फे श्री. प्रा. जी. शकुल भगवानदास
काठला

व्दारा : ला. आ. / ला. स. श्री. जे. पाटील कॅम्प वुगडे असोसिएट्स

फ्लॉट नं.- PAP-5, D-III कॅम्प काळभोरनगर चिंचवड पुणे यांना

पिंपरी चिंचवड महानगरपालिका बांधकाम महाराष्ट्र प्रादेशिक नियोजन आणि नगररचना अधिनियम १९६६ चे कलम १८/४४ अन्वये
पिंपरी-चिंचवड महानगरपालिकेच्या सौमत्वील मोज - ताशवडे येथील सर्व
नं. गृह नं. १०५ मिठी सर्व्हे (वि) फ्लॉट नं. मधील बांधकाम
कारण्यासाठी तुम्ही महानगरपालिकेला अर्ज दाखल केल्याची दिनांक २१ / ११ / २०२२ रोजी प्राप्त झाल्या. बांधकाम
बांधकाम करण्यास खात्री नसत अटीवर व जादा अट क्र. १ ते ४६ नुसार तुम्हास बांधकाम परवानगी देण्यात येत आहे.

- १) सेट बॅकच्या अंमलबजावणीच्या परिणामी रिक्त केलेली जमीन भविष्यात सार्वजनिक रस्त्याचा भाग बनवेल.
- २) कोणतीही नवीन इमारत वा त्यातील भाग ताब्यात घेतला जाणार नाही किंवा त्या व्यतिरिक्त किंवा वापरण्याची परवानगी मिळणार नाही किंवा भोगवटा प्रमाणपत्र मंजूर होईपर्यंत कोणत्याही व्यक्तीस वापरण्याची परवानगी दिली जाणार नाही.
- ३) सदर प्रारंभ प्रमाणपत्र बांधकाम चालू करणेच्या तारखेपासून मूळ शोणाच्या एका वर्षाच्या कालावधीसाठी वैध राहील.
- ४) ही परवानगी आपल्या मालकीच्या जमिन (भूखंड) नसलेल्या जागेचा विकास करण्यास पात्र नाही.

सोबत - १ ते ४६ अटी व नकाशा प्रती.

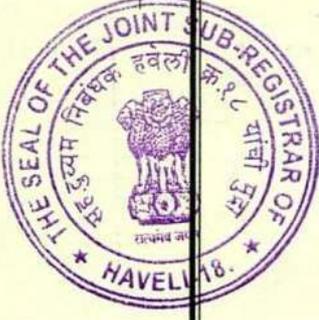
उप अभियंता
पिंपरी चिंचवड महानगरपालिका

मंडळ प्रमुख ना. उ. शर्मा
अभियंता कार्यालयात असे

कार्यकारी अभियंता
पिंपरी चिंचवड महानगरपालिका

A. Shankar
कार्यकारी शहर अभियंता
पिंपरी चिंचवड महानगरपालिका

- प्रत महितीसाठी : १) महा. मंडळ अधिकारी, पिंपरी-चिंचवड महानगरपालिका, मनपा / पिंपरी वाघे / पिंपरीनगर /
चिंचवड / भोसरी / कासारवाडी / आकुडी / निगडी प्राधिकरण / सांगवी / पिंपळे गुरव /
पिंपळे निलख / पिंपळे सोदागर / वाकड / रावेत / रहाटणी / थेरगांव.
२) मा. मुख्याधिकारी, पुणे गृहनिर्माण व शहरविकास महामंडळ, आगरकानगर, पुणे - ४११ ००१.



हवल-१८
१५५५६ ७२ ८४
२०२३

ANNEXURE-9

(Copy of the Non Agriculture Assessment issued by the Tahasildar-Mulshi
Dist. Pune)

तहसिलदार तथा तासुला कार्याळी दंडाधिकारी कार्यालय, मुळशी.
दुरध्वनी क्र.-०२०-२२९४३२२२ E-Mail: tahsildarmulshi@gmail.com

जा. क्र. जमिनी/एसआर/२२२/१९
पीड, दिनांक ०४/०९/२०२०

प्रति,

गाव कामगार तलाठी ताथवडे
ता. मुळशी जि. पुणे



विषय :- जमिन अकृषिक झाल्याची नोंद संबंधित जमिनीच्या गाव नमुना ७/१२
सदरी घेणेबाबत.

मीजे ताथवडे, ता. मुळशी, पुणे येथील जमीन स.नं./ग.नं. १०५, क्षेत्र
१ हे. १३ आर बांधकाम रेखांकन नकाशात सामाविष्ट क्षेत्र ११३०० चौ.
मी. रस्त्याखालील क्षेत्र ५२९.२९ चौ. मी. उर्वरित १०७७८.७९ चौ. मी.
क्षेत्रापैकी ६९३.४७ चौ. मी. वाणिज्य क्षेत्रास व १०९६५.३२ चौ. मी.
निवासी क्षेत्रास महाराष्ट्र जमिन महसूल संहिता १९६६ मधील सुधारणा
करीता अध्यादेश २०१७ नुसार कलम ४२ ब मधील तरतुदीनुसार
अकृषिक सारा आकारणी करून मिळणेबाबत.

संदर्भ - १. महाराष्ट्र जमीन महसूल संहिता १९६६ यात आणखी सुधारणा
करण्याकरीताचा दिनांक ०५/०९/२०१७ चा अध्यादेश.
२. पिंपरी विचवड महानगरपालिका पिंपरी पुणे १८ यांचे
कार्यालयाकडील पत्र क्र वीपी/एनए/ताथवडे/४९/१०३९/१९ दि.२९/१२/१९

२/- उपरोक्त नमुद विषयान्वये, महाराष्ट्र शासन, महसूल व वनविभाग यांचेकडील दिनांक
०५/०९/२०१७ रोजीचा अधिसूचनेच्या अनुषंगाने मीजे ताथवडे, ता. मुळशी, पुणे येथील जमीन
स.नं./ग.नं. १०५, क्षेत्र १ हे. १३ आर बांधकाम रेखांकन नकाशात सामाविष्ट क्षेत्र ११३०० चौ. मी.
रस्त्याखालील क्षेत्र ५२९.२९ चौ. मी. उर्वरित १०७७८.७९ चौ. मी. क्षेत्रापैकी ६९३.४७ चौ. मी. वाणिज्य
क्षेत्रास व १०९६५.३२ चौ. मी. निवासी प्रयोजनार्थ अकृषिक वापराकरीता वर्ग एक च्या विनिश्चीती
करीता पिंपरी विचवड महानगरपालिका पिंपरी पुणे यांचे कार्यालयाकडील पत्र क्र वीपी/एन
ए/ताथवडे/४९/१०३९/२०१९ दिनांक २९/१२/२०१९ अन्वये अर्जदार मे. रोशन रियल्टी लॉफ प्रो. प्रा. श्री.
राहुल भगवानदास सांकला रा. हाईड पार्क, मार्केट यार्ड, पुणे ३७ यांचा दि. १८/१२/२०१९ रोजीचा
अर्ज या कार्यालयास प्राप्त झालेला आहे.

अर्जदार यांनी विनंती केलेल्या मिळकतीचे वर्णन खालीलप्रमाणे आहे.

अ.क्र	गावाचे नाव	तालुका	सर्व्हे/गट/सिटी सर्व्हे न.
१	ताथवडे	मुळशी	१०५



हवल-१८
५५२७६७३
२०२३

अ.क्र	जमिन मालकाचे नाव	सर्व्हे नं.	७/१२ नुसार एकुण क्षेत्र (हे. आर)	वांधकाम/रेखांक परवानगी द्यावय क्षेत्र (चौ.मी)
१	मे. रोशन रियल्टी तर्फे प्रो. प्रा. श्री. राहुल भगवानदास सांकला व इतर	१०५	१.१३.००	११३००.००
	एकुण क्षेत्र		१.१३.००	
२	अर्जदार यांनी सुधारित बांधकाम रेखांकन नकाशात समाविष्ट केलेले क्षेत्र ७/१२ नुसार			११३००.००
३	प्रादेशिक योजनेतील रस्त्याखालील क्षेत्र			५२९.२९
४	रेखांकन नकाशामध्ये समाविष्ट करण्याचे निव्वळ क्षेत्र			१०७७८.७९
५	सद्यस्थितीमध्ये अकृषिक आकारणे करणेचे क्षेत्र			१०७७८.७९
			वाणिज्य	६९३.४७
			निवासी	१०९६५.३२

प्रकरणी या कार्यालयाकडील पत्र जा. क्र जमिन/एन ए/एस आर/२२२/२०१९ २४/१२/२०१९ अन्वये खालीलप्रमाणे अकृषिक सारा, रुपांतरण कर तसेच यथास्थिती नजराणा अधिमुल्य आणि इतर शासकिय देणे शासन जमा करणेबाबत अर्जदार यांना कळविणेत आलेले होते.

अ.क्र	अकृषिक आकारणीचा तपशील	तपशील
१	विगरशेती करावयाचे क्षेत्र (चौ.मी.)	१०७७८.७९
२	निवासी प्रयोजनासाठी विगर शेती करावाचे क्षेत्र	१०९६५.३२
	विनशेती आकारणीचा दर रुपये (प्रति/चौ.मी.) (निवासी प्रयोजन)	०.४०८
	विनशेती करावयाच्या क्षेत्रावरील वार्षिक आकारणी रक्कम रुपये	४९४७.४५
३	रुपांतरीत कराची आकारणी रक्कम रुपये	२०७३७.२५
४	एकुण	२४८८४.७०
५	वाणिज्य प्रयोजनासाठी विगर शेती करावाचे क्षेत्र	६९३.४७
	विनशेती आकारणीचा दर रुपये (प्रति/चौ.मी.) (वाणिज्य प्रयोजन)	०.८९६
	विनशेती करावयाच्या क्षेत्रावरील वार्षिक आकारणी रक्कम रुपये	५००.५९
६	रुपांतरीत कराची आकारणी रक्कम रुपये	२५०२.९५
७	एकुण	३००३.२४
८	जिल्हा परिषद कर रक्कम रुपये	००
९	ग्रामपंचायत कर रक्कम रुपये	००
१०	एकूण रक्कम रुपये.	२७८८७.९४

त्यानुसार वरीलप्रमाणे नमुद अकृषिक सारा, रुपांतरण कर तसेच यथास्थिती नजराणा किंवा अधिमुल्य आणि इतर शासकीय देणी शासन जमा केलेबाबत अर्जदार यांनी डिफेस्ट चलन क्रं GRN No MH ०००५१५०२४९२०१९२० दिनांक २७/१२/२०१९ या कार्यालयास सादर केले आहे.



हवल-१८		
१५५५६	७२	२०२३
२०२३		

तसेच विषयांकित मिळकतीवरील रेखांकन/बांधकाम नकाशास पिंपरी चिंचवड महानगरपालिका, पिंपरी, पत्र क्रं बी.पी/ताथवडे/४१/२०१९ दिनांक २०/०६/२०१९ अन्वये दिलेला प्रारंभपत्राची व बांधकाम नकाशाची प्रत सादर केलेली आहे.

सबब, आपणास या पत्रान्वये कळविणेत येते की, महाराष्ट्र शासन, महसूल व वनविभाग यांचेकडील दिनांक ०५/०९/२०१७ रोजीचा अधिसूचनेच्या अनुषंगाने विषयांकित नमुद मिळकत अकृषिक झालेबाबतची योग्य ती नोंद नमुद मिळकतीचे ७/१२ सदर घेण्याकामी तसेच त्यानुसार गाव नमुना नं २ पुरस्तर अधिकार अभिलेखाची प्रत व फेरफार अर्जदार उपलब्ध करून देणेबाबत आपणांस सुधित करणेत येत आहे. तसेच विषयांकित मिळकत अकृषिक झालेबाबतची नोंद नमुद मिळकतीचे ७/१२ सदरी व गाव नमुना नं २ ला झालेबाबतचा अहवाल या कार्यालयास सादर करावा.

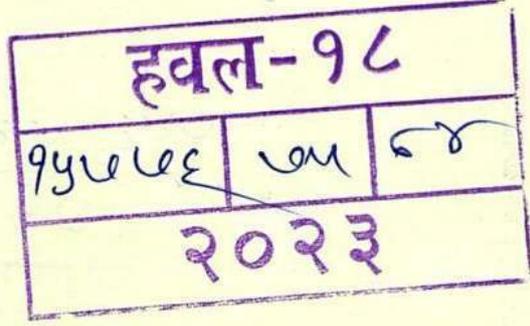
राही १-४४४
(अभय चव्हाण)
तहसिलदार मुळशी (पौड)

प्रत :- मे. रोशन रियल्टी तर्फे प्रो. प्र. श्री. राहुल भगवानदास सांकला रा. हाईड पार्क, मार्केट गार्ड, पुणे ३७ यांना माहितीस्तव रवाना.

प्रत :- कार्यकारी अभियंता बांधकाम परवानगी व अनधिकृत बांधकाम नियंत्रण विभाग, पिंपरी चिंचवड महानगरपालिका, पिंपरी पुणे १८ यांना माहितीस्तव रवाना.

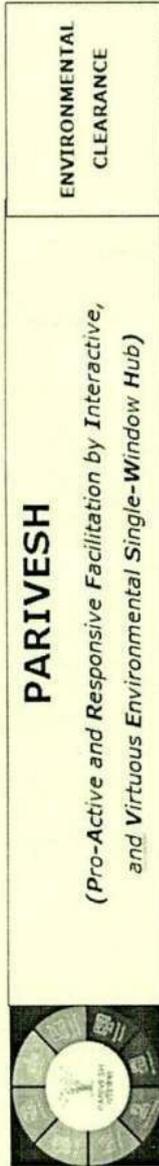


(अभय चव्हाण)
तहसिलदार मुळशी (पौड)



ANNEXURE-10

(Copy of Environmental Clearance Certificate from SEIAA, Maharashtra)



Government of India
Ministry of Environment, Forest and Climate Change
(Issued by the State Environment Impact Assessment
Authority(SEIAA), MAHARASHTRA)

To,

The Proprietor
ROSHAN REALTY
Roshan Capital Sr No 92 Tathawade -411033

Subject: Grant of Environmental Clearance (EC) to the proposed Project Activity under the provision of EIA Notification 2006-regarding

Sir/Madam,

This is in reference to your application for Environmental Clearance (EC) in respect of project submitted to the SEIAA vide proposal number SIA/MH/INFRA2/408510/2022 dated 30 Nov 2022. The particulars of the environmental clearance granted to the project are as below.

- | | |
|--|---|
| 1. EC Identification No. | EC23B038MH163274 |
| 2. File No. | SIA/MH/INFRA2/408510/2022 |
| 3. Project Type | Expansion |
| 4. Category | B |
| 5. Project/Activity including Schedule No. | 8(a) Building and Construction projects |
| 6. Name of Project | Proposed Expansion in Project "Roshan Milestone" at Tathawade by M/s. Roshan Realty |
| 7. Name of Company/Organization | ROSHAN REALTY |
| 8. Location of Project | MAHARASHTRA |
| 9. TOR Date | N/A |

The project details along with terms and conditions are appended herewith from page no 2 onwards.

Date: 18/05/2023

(e-signed)
Pravin C. Darade, I.A.S.
Member Secretary
SEIAA - (MAHARASHTRA)

Note: A valid environmental clearance shall be one that has EC identification number & E-Sign generated from PARIVESH. Please quote identification number in all future correspondence.

This is a computer generated cover page.



हवेली-१८		
गुणवत्	वे	र
२०२३		

ANNEXURE-11

(Copy of the Certificate of Registration of the Said Project issued by Real Estate Regulatory Authority, State of Maharashtra)



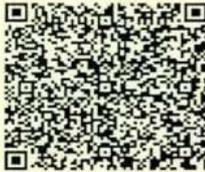
Maharashtra Real Estate Regulatory Authority

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 : P52100051473

Project: **ROSHAN MILESTONE WING G**, Plot Bearing / CTS / Survey / Final Plot No.:105 at Tathwade, Mulshi, Pune, 411057;

1. Mr./Ms. **Rahul Bhagwandas Sankla** son/daughter of Mr./Ms. **BHAGWANDAS DHANRAJ SANKLA** Tehsil: Pune City, District: Pune, Pin: 411037, situated in State of Maharashtra.
2. This registration is granted subject to the following conditions, namely:-
 - o The promoter shall enter into an agreement for sale with the allottees;
 - o 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, Rates of Interest and Disclosures on Website) Rules, 2017;
 - o 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 (l) 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.
 - o The Registration shall be valid for a period commencing from 23/06/2023 and ending with 31/12/2028 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - o The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - o That the promoter shall take all the pending approvals from the competent authorities
3. 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.



Dated: 23/06/2023
Place: Mumbai

Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date: 24-06-2023 03:02:50

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



हवल-१८		
१५६६६	७९	९४
२०२३		

ANNEXURE-13

(Copy of the Certificate of the title, issued by the Advocate of the Promoter)

		
ROSHAN REALTY Administrative office at Roshan Capitol, 2 nd Floor, Survey No. 92, Tathawade Pune-411033		
TITLE CERTIFICATE		
<p>All that property bearing Survey No.105, admeasuring 01 Hectare 13 Ares i.e. 11300 sqmtrs situated at Village Tathawade within the registration district Pune, Sub-Registration District Havelli, Taluka Mulshi and within the limits of Pimpri Chinchwad Municipal Corporation, Pimpri.</p>		
SUDHAKAR KALE & ASSOCIATES SINCE - 1979 ADVOCATES & SOLICITORS		
SUDHAKAR S. KALE B.A., LL.B., LL.M., Advocate	ADV. PRIYANKA KALE B.S.L., LL.B., LL.M (London), Solicitor (England & Wales), Advocate Bombay High Court.	
"Alonso Apartments" 768/18, P.Y.C. Ground, Near BabhimVandir, Deccan Gymkhana, Pune - 411 004 ☎ (020) 25660220/21		
		



हवल-१८		
१५०६६	१७	१८
२०२३		

घोषणापत्र

मी रोशन रिअल्टी तर्फे प्रोप्रा. श्री. राहुल भगवानदास सांकला, वय ५१, रा. मार्केटयार्ड पुणे ३७. याद्वारे घोषित करतो की, दुय्यम निबंधक कार्यालय, हवेली क्र. १८ (पुणे) यांचे कार्यालयात, करारनामा/पुरवणी करारनामा या शीर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. कुलमुखत्यारपत्र लिहून देणार उमादेवी राममोहन अग्रवाल व इतर ९, यांनी दिनांक २१/०१/२०१५ रोजी कुलमुखत्यारपत्र दस्त क्र. ६६८/२०१५ मा. दु. नि. कार्यालय, हवेली क्र. १८ व भावना अतुल सांकला यांनी दिनांक १७/०३/२०१६ रोजी कुलमुखत्यारपत्र दस्त क्र. २३७२/२०१६ मा. दु. नि. कार्यालय, हवेली क्र. १८ अन्वये मला लिहून दिलेल्या कुलमुखत्यारपत्राचे आधारे मी सदर दस्त नोंदणीस सादर केला आहे. निष्पादित करून कबुली जबाब दिला आहे. कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्रदस्त रद्द केलेला नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून, उपरोक्त कृती करण्यास मी पूर्णतः सबल आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे कलाम ८२ अन्वये शिक्षेस पात्र राहीन याची मला जाणीव आहे

दिनांक : २८/०६/२०२३

रोशन रिअल्टी तर्फे प्रोप्रा.

श्री. राहुल भगवानदास सांकला
(कुलमुखत्यारपत्र धारकाचे नाव)

घोषणापत्र

मी योगेश दत्तात्रय शिंदे, वय ४८, रा. वडगाव खुर्द पुणे ४१ . याद्वारे घोषित करतो की, दुय्यम निबंधक कार्यालय,, हवेली क्र.१८ (पुणे)यांचे कार्यालयात, करारनामा/पुरवणी करारनामा या शीर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. कुलमुखत्यारपत्र लिहून देणार रोशन रिअल्टी तर्फे प्रोप्रायटर श्री राहुल भगवानदास सांकला , यांनी दिनांक २७/०६/२०२२ रोजी कुलमुखत्यारपत्र दस्त क्र. ११७७७/२०२२ मा. दु. नि. कार्यालय, हवेली क्र. २५ अन्वये मला लिहून दिलेल्या कुलमुखत्यारपत्राचे आधारे मी सदर दस्त नोंदणीस सादर केला आहे. निष्पादित करून कबुली जबाब दिला आहे. कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्रदस्त रद्द केलेला नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून, उपरोक्त कृती करण्यास मी पूर्णतः सबल आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे कलाम ८२ अन्वये शिक्षेस पात्र राहीन याची मला जाणीव आहे .

दिनांक : २८/०६/२०२३

योगेश शिंदे

योगेश दत्तात्रय शिंदे
(कुलमुखत्यारपत्र धारकाचे नाव)



हवल-१८
 १५७७६ २२ २४
 २०२३

Bank

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
 AEEPS4489P

नाम / NAME
 RAHUL BHAGWANDAS SANKLA

पिता का नाम / FATHER'S NAME
 BHAGWANDAS SANKLA

जन्म तिथि / DATE OF BIRTH
 11-04-1971

हस्ताक्षर / SIGNATURE
Rahul Sankla

आयकर अधिकारी, पुणे
 Commissioner of Income-tax I, Pune

आयकर विभाग / INCOME TAX DEPARTMENT
 भारत सरकार / GOVT. OF INDIA

YOGESH DATTATRAYA SHINDE

DATTATRAYA BAPURAO SHINDE

09/02/1974

Permanent Account Number
 ATBPS8042G

Shinde
 Signature

19/12/2011

Shinde

आयकर विभाग / INCOME TAX DEPARTMENT
 भारत सरकार / GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
 Permanent Account Number Card
 ATVPK6533C

नाम / Name
 GEETA S KULKARNI

पिता का नाम / Father's Name
 DIGAMBAR GOVINDA KULKARNI

जन्म तिथि / Date of Birth
 04/03/1955

हस्ताक्षर / Signature
Geeta S Kulkarni

Geeta S Kulkarni

386/15776

शुक्रवार, 28 जुलै 2023 2:22 म.नं.

दस्त गोषवारा भाग-1

हवल18

दस्त क्रमांक: 15776/2023

दस्त क्रमांक: हवल18 /15776/2023

वाजार मूल्य: रु. 47,34,588/- मोवदला: रु. 44,96,699/-

भरलेले मुद्रांक शुल्क: रु.2,84,100/-

मुद्रांक शुल्क माफी अमल्यास तपशिल :-

1) Mudrank 2021/UOR12/CR107/M1 (Policy) : For Women : Mudrank 2021/UOR12/CR107/M1 (Policy) : For Women - Corporations Area

दु. नि. मह. दु. नि. हवल18 यांचे कार्यालयात

पावती:16699

पावती दिनांक: 28/07/2023

अ. क्र. 15776 वर दि.28-07-2023

सादरकरणाराचे नाव: गीता एस. कुलकर्णी . .

गैजी 2:20 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2000.00

पृष्ठांची संख्या: 100

Gulkarni

दस्त हजर करणाऱ्याची सही:

एकुण: 32000.00

मह दुय्यम निबंधक, हवेली-18

मह दुय्यम निबंधक, हवेली-18

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्रा क्र. 1 28 / 07 / 2023 02 : 20 : 53 PM ची वेळ: (सादरीकरण)

शिक्रा क्र. 2 28 / 07 / 2023 02 : 22 : 19 PM ची वेळ: (फी)

प्रतिज्ञा पत्र

सादर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस साखल केलेला आहे. *दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार/ओळखदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. *दस्ताची सत्यता, वैधता कायदेशीर बाबींसाठी दस्त निष्पादक व कानूनीधारक हे स्वतः जबाबदार राहतील. *दस्तऐवजासोबत जोडलेले कागदपत्रे, कुलभुषणधारक व्यक्ती इत्यादी वनावट आढळून आल्यास याची संपूर्ण जबाबदारी निष्पादकाची राहिल.

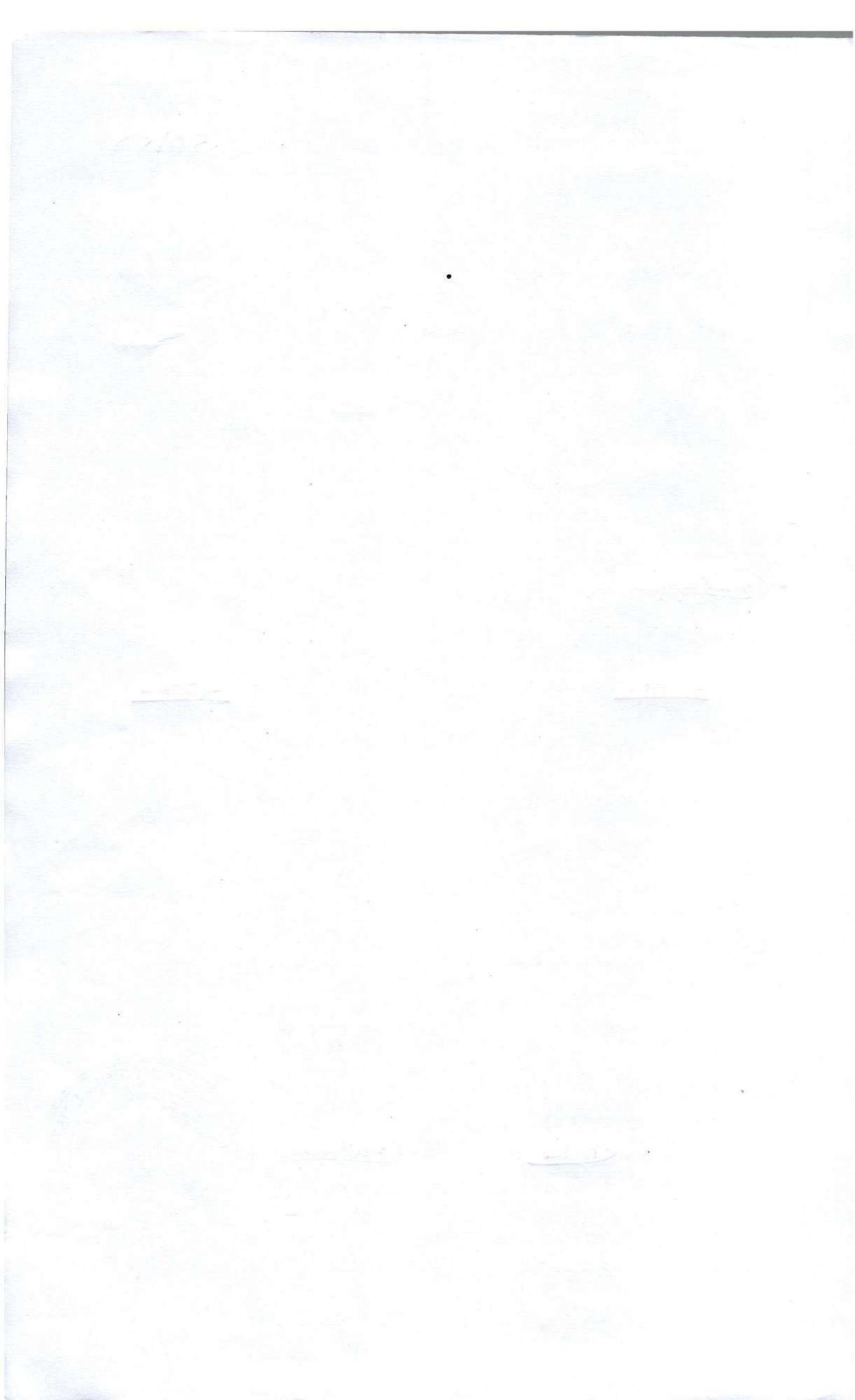
Gulkarni

लिहून देणार

Gulkarni

लिहून घेणार





दस्त गोपवारा भाग-2

हवल18

दस्त क्रमांक:15776/2023

28/07/2023 3 15:59 PM

दस्त क्रमांक :हवल18/15776/2023

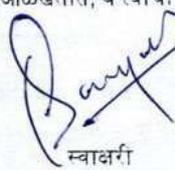
दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:रोशन रिअल्टी तर्फे प्रोप्रा. राहुल भगवानदाम सांकला तर्फे क ज कु मु म्हणून योगेश दत्तात्रय शिंदे पत्ता:प्लॉट नं: .. माळा नं: .. इमारतीचे नाव: .. ब्लॉक नं: .. रोड नं: .. रा. वडगांव खुर्द, पुणे. , महाराष्ट्र, पुणे. पिन नंबर:AEEPS4489P	लिहून देणार वय :-48 स्वाधरी:- 		
2	नाव:मान्यता देणार सौ. उमादेवी राममोहन अगरवाल व इतर तर्फे कु मु म्हणून रोशन रिअल्टी तर्फे प्रोप्रा. राहुल भगवानदाम सांकला तर्फे क ज कु मु म्हणून योगेश दत्तात्रय शिंदे पत्ता:प्लॉट नं: .. माळा नं: .. इमारतीचे नाव: .. ब्लॉक नं: .. रोड नं: .. रा. वडगांव खुर्द, पुणे. , महाराष्ट्र, पुणे. पिन नंबर:AEEPS4489P	मान्यता देणार वय :-48 स्वाधरी:- 		
3	नाव:गीता एम. कुलकर्णी .. पत्ता:प्लॉट नं: .. माळा नं: .. इमारतीचे नाव: .. ब्लॉक नं: .. रोड नं: .. रा. वी / 402, नेहा पूजा कॉ - ऑफ हीमिंग सोसायटी लि, ऑफ एम जी रोड, पी माऊथ म्युनिमिपल स्कूल, मिठानगर गोरगाव वेस्ट, मुंबई. , पिन नंबर:ATVPK6533C	लिहून घेणार वय :-68 स्वाधरी:- 		

वरील दस्तऐवज करून देणार तथाकथित करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:28 / 07 / 2023 03 : 10 : 41 PM

ओळख:-

सदर डमम दुय्यम निबंधक यांच्या ओळखीचे असून दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख प्रद्वितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	ठसा प्रमाणित
1	नाव:वकील सपना सागवेकर .. वय:40 पत्ता:रा. काळेवाडी, पुणे. पिन कोड:411017	 स्वाधरी 	

शिक्का क्र.4 ची वेळ:28 / 07 / 2023 03 : 15 : 40 PM

सदर दुय्यम निबंधक, हवेली-18

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	GEETA S KULKARNI	eChallan	02300042023072765183	MH005789001202324E	284100.00	SD	0003033319202324	28/07/2023
2		DHC		2707202301665	2000	RF	2707202301665D	28/07/2023
3	GEETA S KULKARNI	eChallan		MH005789001202324E	30000	RF	0003033319202324	28/07/2023

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

15776 /2023

प्रमाणित करणेत येते की, या दस्तऐवजात Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.

एकूण ० पृष्ठ आहेत.

पहिल्या नंबराचे पुस्तकावघे 240000
हया नंबरी नोंदविला आहे.

हया नंबरी नोंदविला आहे.

सदर दुय्यम निबंधक (वर्गर) हवेली क्र.१८,पुणे

https://10.10.246.39/MarathiReports/Summary2.aspx?cross=UUlq4iwCPkx



