

THIS AGREEMENT FOR SALE is made at AMBERNATH on this 17<sup>th</sup> day of May, 2024,

BETWEEN

M/s. KGI REALTY PVT. LTD., (PAN NO.: AAHCK5827B, a company registered under the Companies Act 2013, having its registered office at PLOT NO. 650(P) & 651(P), MEZZANINE FLOOR, SAGARICA APARTMENTS, NEAR CHOPDA COURT, ULHASNAGAR, THANE - 421003 and hereinafter referred to as "THE DEVELOPER" (which expression shall, unless contrary to the context or meaning thereof, mean and include its successor and assigns) of the ONE PART.

AND

- 1) MR. PRASHANT DHONDIRAJ SHAHANE age 33 years, having PAN: CVXPS4734B  
AND
- 2) MRS. KAVITA PRASHANT SHAHANE age 28 years, having PAN: GOSPS1263H

above is an Indian inhabitant residing at – GANDHI PARK, NEAR AKSHAY SWEET MART, IN FRONT OF SHARD JEWELLERS, PARBHANI PO: PARBHANI DIST: PARBHANI MAHARASHTRA – 431401

E-mail address: shahane73@gmail.com

WhatsApp Number: 8888115693

hereinafter referred to as "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns) of the OTHER PART:

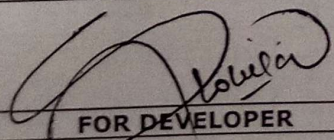
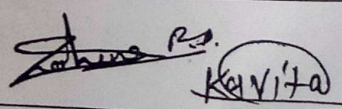
WHEREAS:

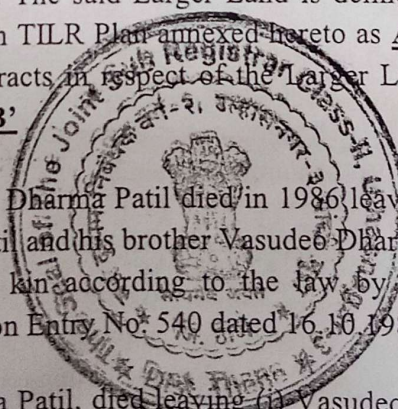
TITLE:

A.1. By and under Certificate dated 19<sup>th</sup> April 1964 issued under section 32M of the Bombay Tenancy and Agricultural Lands Act, 1958 Shri Yashwant Dharma Patil purchased for Rs 1,967/- two parcels of agricultural lands bearing Survey No. 36, Hissa No. 23 / 3 admeasuring 1 H 2 R equivalent to 10,200 square meters and Survey No. 36, Hissa No. 24 admeasuring 1 H 92 R equivalent to 19,200 square meters, admeasuring in aggregate 29,400 square metres situated at Village Adivali – Dhokli, Tal.: Ambernath, Dist. Thane more particularly described in the First Schedule hereunder written and hereinafter referred to as 'the Larger Land'. The said Larger Land is delineated by black colored boundary line on TILR Plan annexed hereto as Annexure 'A'. A copy of the 7/12 Extracts in respect of the Larger Land are hereto annexed as Annexure 'B'

A.2. The said Shri Yashwant Dharma Patil died in 1986 leaving his mother Smt. Parvati Dharma Patil and his brother Vasudeo Dharma Patil as his only heirs and next of kin according to the law by which he was governed, as per Mutation Entry No. 540 dated 16.10.1987.

A.3. The said Parvati Dharma Patil, died leaving (i) Vasudeo Dharma Patil, (ii) Somubai Kalu Kade, (iii) Jamnabai Dunda Patil and (iv) Tarabai

 FOR DEVELOPER	 PURCHASER/S
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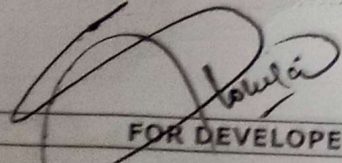
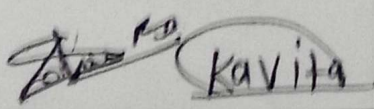
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Shankar Joshi, as her only heirs and next of kin according to the law by which she was governed as per Mutation Entry No. 572 dated 18.9.1992.

- A.4. The said Vasudeo Dharma Patil died on 9.11.2006 leaving behind (i) Nirmala Vasudeo Patil, (ii) Sapna Vasudeo Patil, (iii) Mamta Vasudeo Patil, (iv) Sajan Vasudeo Patil as his only heirs according to the law by which he was governed as per Mutation Entry No. 713 dated 2.7.2008.
- A.5. The said Smt. Somubai Kalu Kadu and Jamnabai Dunda Patil executed a registered relinquishment deed dated 25.6.2008. Consequently, their names were deleted from revenue record vide Mutation Entry No. 727 dated 25.9.2008.
- A.6. By the Power of Attorney dated 19.1.2010, registered in the office of Sub-Registrar, Ulhasnagar – III at Serial No. 354 of 2010, Nirmala Vasudeo Patil for self and as Natural Guardian of Sapna Vasudeo Patil, Mamta Vasudeo Patil and Sajan Vasudeo Patil and Tarabai Shankar Joshi [the land-owners] granted certain powers and authorities, including the power of sale to Elcarim Developers and Properties Pvt. Ltd. and its Directors.
- A.7. By the Conveyance Deed dated 18.2.2011, registered in the office of Sub-Registrar, Ulhasnagar – III at Serial No. 864 of 2011 Nirmala Vasudev Patil for herself and her minor children Sapna Vasudev Patil, Mamta Vasudev Patil, Master Sajan Vasudev Patil, Tarabai Shankar Joshi sold transferred and conveyed unto M/s. Elcarim Developers and Properties Pvt. Ltd the said Larger Land.
- A.8. By the Deed of Confirmation dated 2.12.2020, registered in office of Sub-Registrar, Ulhasnagar – III at Serial No. 6595 of 2020, (i) Sapna Vasudeo Patil, (ii) Sajan Vasudeo Patil, (iii) Mamta Vasudeo Patil have confirmed hereinabove recited Deed of Conveyance dated 18.2.2011 executed by their mother for herself and her minor children.
- A.9. By the Agreement for Sale dated 16.12.2020, registered at office of Sub-Registrar, Ulhasnagar – III at Serial No. 7310 of 2020, Elcarim Developers and Properties Pvt. Ltd. agreed with the Developer to sell the Larger Land more particularly described in the FIRST SCHEDULE hereunder written.
- A.10. By the Deed of Conveyance dated 16.12.2020 registered in the office of Sub-Registrar, Ulhasnagar – III at Serial No. 7316 of 2020, Elcarim Developers and Properties Pvt. Ltd. sold the Larger Land to the Developer for the consideration and on the terms and conditions contained therein.
- A.11. Advocate Drupad S Patil has by the Certificate dated 7<sup>th</sup> August 2021 certified the title of the Developer to the Larger Land as clear and marketable. A copy of the Title Certificate dated 7<sup>th</sup> August 2021 issued by their Advocate Drupad S. Patil is hereto annexed as Annexure 'C'.

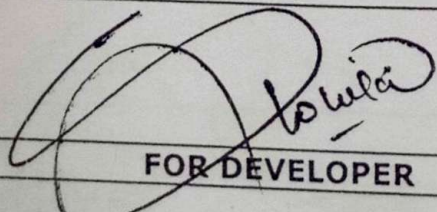
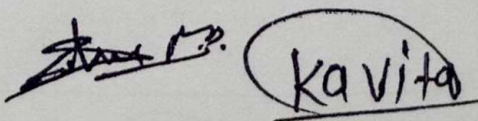


Handwritten signature and date: *Drupad S Patil* 2021

 <b>FOR DEVELOPER</b>	 <b>PURCHASER/S</b>
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PROJECT AND REGISTRATION

- P. In this Phase of the development, the Developer intends to construct Building No. 3 on-Plot B [the said buildings] of the Layout Land [the Project Land] as shown in hash on the plan thereof annexed and marked as Annexure 'E' hereto. The construction of said Building shall be the Project named as KOHINOOR EDEN PHASE-II and is hereinafter referred as 'the Project'. The Developer shall construct other buildings on the Layout Land in the phased manner according to its convenience.
- Q. The Developer has registered the Project with the Real Estate Regulatory Authority (Authority), under the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (RERA Rules). A copy of the Certificate of Registration bearing No. P51700034683 dated 12-August-2022 (hereinafter referred to as the RERA Certificate) issued by the Authority for the Project is annexed and marked as Annexure 'G' hereto.
- R. The Developer has given to the Purchaser, prior to the date hereof, inspection of all the aforesaid documents of title, copy of Sanctioned Layout Plan, copy of the Building Permission, Building Plans, designs and specifications, Floor Plans, RERA Certificate and the Title Certificate dated 7<sup>th</sup> August 2021 issued by their Advocate Drupad S. Patil and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the MOFA") and the RERA Act and the rules made there under.
- S. Prior to the execution hereof the Purchaser/s has/have visited the project site and has satisfied its state and conditions thereof and based on their satisfaction and acceptability of the title of the Developer as recited hereinabove the Purchaser/s has/ have applied to the Developer for allotment of a Flat No. 2104 on 21th floor in Building No. 3 ("the said Flat") being constructed on the Project Land named as KOHINOOR EDEN more particularly described in the THIRD SCHEDULE hereunder written.
- T. The said Flat admeasuring 38.32 Sq. Mtrs. (RERA carpet area) along with the exclusive use and occupation of Balcony/utility/Terrace admeasuring 2.78 Sq. Mt. is more particularly described in THIRD SCHEDULE hereunder written and shown delineated on the Typical Floor Plan thereof hereto annexed as Annexure 'H'. The said Flat shall be provided with the amenities and internal works specified in the Annexure 'I'. It is expressly made clear that the Developer has not and will not be providing Loft anywhere in the said Flat. For the purposes of this Agreement "Carpet Area" means the net usable floor area of a Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser/s or verandah area and exclusive balcony area appurtenant to the said Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Flat.

 FOR DEVELOPER	 PURCHASER/S
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- U. The Developer has agreed to sell and the Purchaser has agreed to acquire the said Flat for Rs. 3470280/- (Rupees Thirty Four Lakh Seventy Thousand Two Hundred And Eighty Only). Prior to the execution of these presents, the Purchaser/s has/have paid to the Developer a token sum Rs. 51,000/- (Rupees Fifty -One Thousand Only), which would be adjusted against the Consideration of the said Flat agreed to be sold by the Developer to the Purchaser/s (the payment and receipt whereof the Developer hereby admits and acknowledges).
- V. Under Section 4 of the MOFA and Section 13 of the RERA the Developers are required to execute a Written Agreement for sale of the said Flat to the Purchaser/s being in fact these presents and to register the said Agreement under the Registration Act, 1908.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

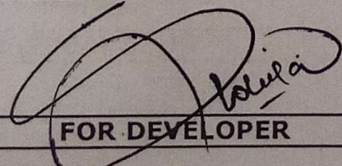
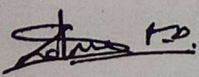
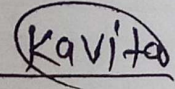
**1. SCOPE AND OPERATION OF THE RECITALS:**

The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and shall not govern the interpretation of the clauses hereof.

**2. DEFINITIONS:**

In this Agreement, unless the context otherwise requires (i) capitalized terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following expressions shall have the following meanings assigned to them herein below:

- 2.1. 'RERA Carpet Area' shall have the meaning ascribed to it in Section 2(k) of the RERA Act.
- 2.2. 'Common Areas' shall mean and include amenities and facilities more particularly set out in **Annexure "I"** hereunder written;
- 2.3. 'External Development Works' shall mean and include the works more particularly set out in **Annexure "I"** hereunder written;
- 2.4. 'Interest' shall have the meaning ascribed to it in the RERA read with the RERA Rules (Presently, the same is the State Bank of India highest Marginal Cost of Lending Rate plus two percent; however, in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public).
- 2.5. 'Internal Development Works' shall mean and include the works more particularly set out in **Annexure "I"** hereunder written;
- 2.6. 'Internal Fittings' shall mean and include internal fittings and fixtures and amenities in the said Flat that shall be provided by the Developer are listed in the Annexure I.
- 2.7. 'Occupation/Completion Certificate' shall mean Certificate issued by the Kalyan - Dombivli Municipal Corporation under the Maharashtra Regional Town Planning Act, 1966;

 <b>FOR DEVELOPER</b>	  <b>PURCHASER/S</b>
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**THE FIRST SCHEDULE ABOVE REFERRED TO:**

(Description of "the Larger Land")

ALL THAT PIECE OR PARCEL OF LAND bearing Survey No.36, Hissa No. 23 /3, admeasuring 10200 sq.mtrs and Survey No. 36, Hissa No. 24, admeasuring 19200 Sq. Mtrs. (Hereinafter referred to as "the Plots") of Village Adivali Dhokli, Taluka Ambemath, District Thane, and within the limits of Municipal Corporation of Kalyan Dombivali in the registration District of Thane, City Kalyan and bounded as follows:

On or towards EAST : Village Road  
On or towards WEST : Village Road  
On or towards SOUTH : Gangaram Bane  
On or towards NORTH : Kailash Sakharam Bane and Shalik Bane

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

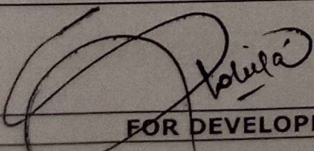
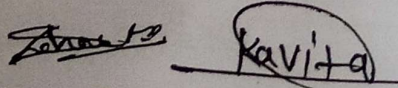
(Description of the Layout Land)

ALL THAT piece or parcel Land admeasuring in aggregate 22,887.30 square metres and forming part of the Larger Land more particularly described in the FIRST SCHEDULE herein above written.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

(Description of "the said Premises")

Flat bearing No. 2104 admeasuring 38.32 Sq.Mt. (RERA carpet area) on the (21th) Floor of the Building No. 3 along with the exclusive use and occupation of Balcony/utility/Terrace admeasuring 2.78 Sq.Mt. being constructed on the Project Land named as KOHINOOR EDEN PHASE-II more particularly described in the SECOND Schedule hereinabove written.

 FOR DEVELOPER	 PURCHASER/S
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सूची क्र.2

दुय्यम निबंधक : सह दु.नि.उल्हासनगर 3

दस्त क्रमांक : 5899/2024

नोंदणी :

Regn:63m

गावाचे नाव : अडिवळी ढोकळी

विवेकाचा प्रकार

करारनामा

मोबदला

3470280

बाजारभाव(भाडेपट्टयाच्या वित्तपट्टाकार आकारणी देतो की पट्टेदार तसुद करावे)

1691900

भू-मापन,पोटहिस्सा व क्रमांक(असल्यास)

1) पालिकेचे नांव:कल्याण-डोंबिवली इतर वर्णन : , इतर माहिती: विभाग क्रं. 56/180,मौजे अडिवळी ढोकळी स नं 36 हि नं 23/3 स नं 36 हि नं 24 वरील कोहिनूर इडन प्रोजेक्ट,विल्डिंग नं 3 मधील सदनिका नं. 2104,एकविसावा मजला क्षेत्रफळ 38.32 चौ.मीटर कार्पेट + 2.78 चौ.मीटर वाल्कनी/ युटीलिटी/ टेरेस स्पेस सहित( ( Survey Number : स.नं. 36, हि.नं. 23/3, स.नं. 36, हि.नं. 24 ; ) )

क्षेत्रफळ

1) 38.32 चौ.मीटर

आकारणी किंवा जुडी देण्यात असेल तेव्हा.

7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या आकाराचे नाव किंवा दिवाणी न्यायालयाचा कुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-मेसर्स केजीआय रिअल्टी प्रायव्हेट लिमिटेड तर्फे डायरेक्टर सोनू अनिल होतचंदानी यांचे कु. मु. म्हणून समीर नंदकुमार पायले वय:-40; पत्ता:-प्लॉट नं: 650 (पी) व 651 (पी), माळा नं: मॅडनिन फ्लोर, इमारतीचे नाव: सागरिका अपार्टमेंट, ब्लॉक नं: -, रोड नं: चौपडा कोर्ट जवळ, उल्हासनगर 3, महाराष्ट्र, ठाणे. पिन कोड:-421002 पॅन नं:-AAHCK5827B

8)दस्तऐवज करून घेणा-या पक्षकाराचे व केवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-प्रशांत धोंडीराज शहाणे वय:-33; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: गांधी पार्क, अक्षय स्वीट मार्ट जवळ, शरद ज्वेलर्स, परभणी, पो. परभणी, जि. परभणी, महाराष्ट्र, परभनी. पिन कोड:-431401 पॅन नं:-CVXPS4734B

2): नाव:-कविता प्रशांत शहाणे वय:-28; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: गांधी पार्क, अक्षय स्वीट मार्ट जवळ, शरद ज्वेलर्स, परभणी, पो. परभणी, जि. परभणी, महाराष्ट्र, परभनी. पिन कोड:-431401 पॅन नं:-GOSPS1263H

(9) दस्तऐवज करून दिल्याचा दिनांक

17/05/2024

(10)दस्त नोंदणी केल्याचा दिनांक

17/05/2024

(11)अनुक्रमांक,खंड व पृष्ठ

5899/2024

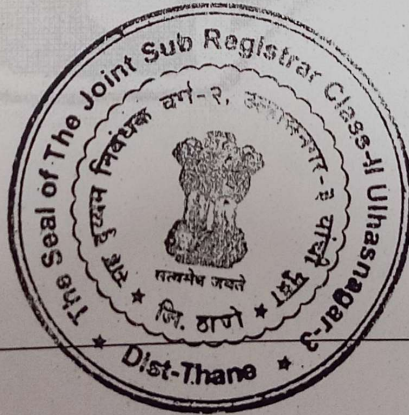
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

243000

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

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(14)शेरा



सह दुय्यम निबंधक वर्ग-२

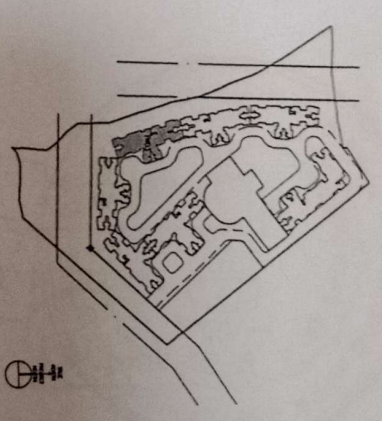
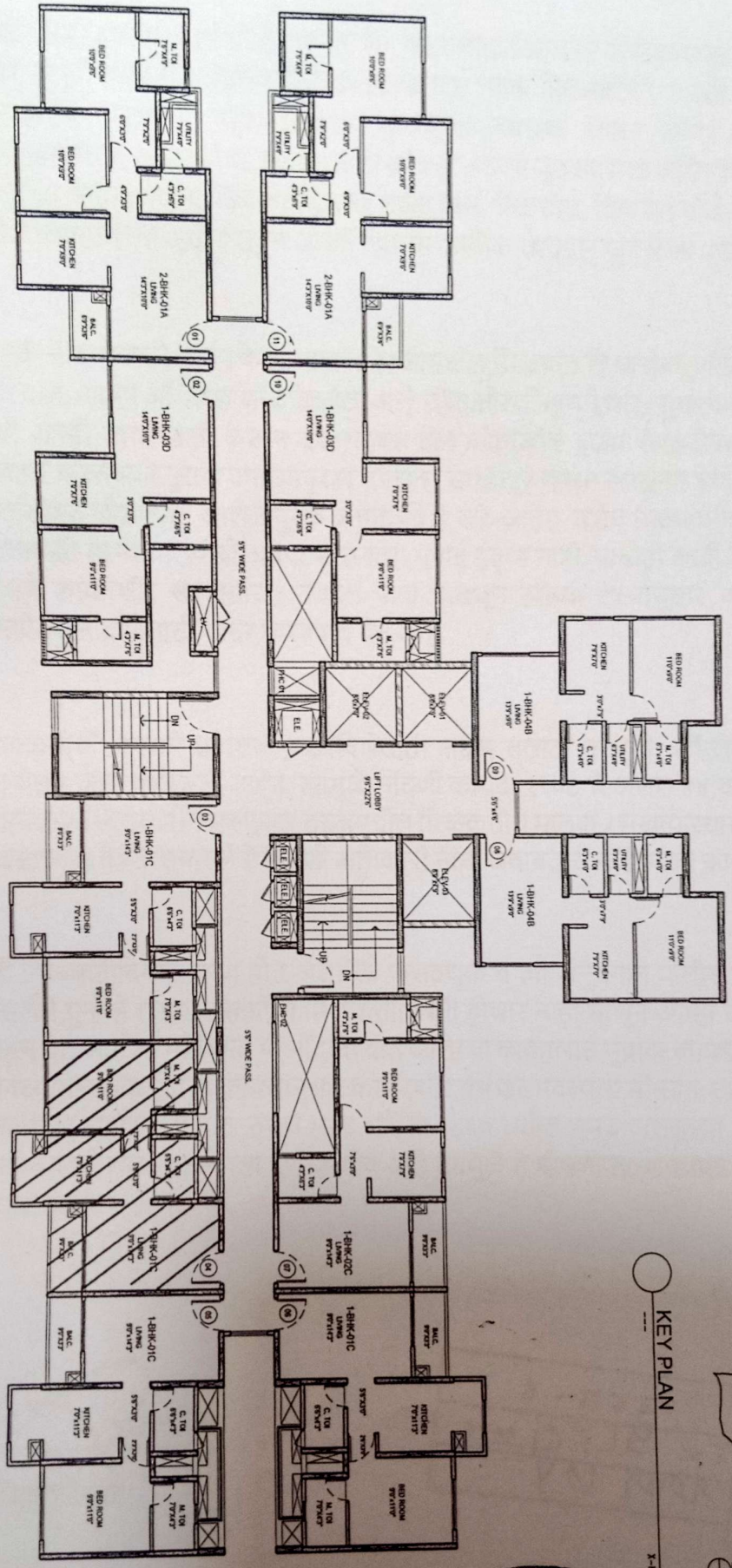
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(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.

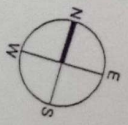
मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

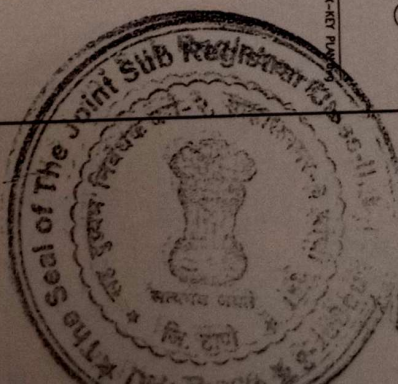
NOTE: THIS DRAWING IS NOT FOR CONSTRUCTION PURPOSE



KEY PLAN



*Kavita*



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BUILDING 03 - TYPICAL FLOOR PLAN

(3RD TO 7TH, 9TH TO 12TH, 14TH TO 17TH, 19TH TO 23RD)



## 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 :  
P51700034683

Project: *Kohinoor Eden Ph 2 Plot Bearing / CTS / Survey / Final Plot No.: 36/24, 36/23/3 at Adivali Dhokali, Ambarnath, Thane, 421306;*

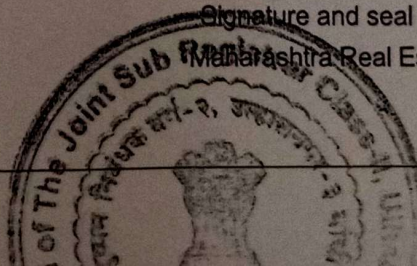
1. Kgi Realty Private Limited having its registered office / principal place of business at *Tehsil: Ulhasnagar, District: Thane, Pin: 421003.*
2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;  
OR  
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
  - The Registration shall be valid for a period commencing from **20/04/2022** and ending with **30/09/2026** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
  - That the promoter shall take all the pending approvals from the competent authorities
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.

Signature valid  
Digitally Signed by  
Dr. Vasant Premanand Prabhu  
(Secretary, MahaRERA)  
Date: 12-08-2022 16:17:23

Dated: 12/08/2022

Place: Mumbai

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



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KALYAN DOMBIVALI MUNICIPAL CORPORATION, KALYAN

APPENDIX 'D-1'

FORM FOR SANCTION OF BUILDING PERMISSION AND COMMENCEMENT  
CERTIFICATE

To,  
M/s. K.G.I. Realty Pvt. Ltd. for Mr. Amit A. Hotchandani  
Architect – Mr. Vijay Pandey, Kalyan  
Structural Engineer – Mr. Achyur Vatave (M/s. JW Consultant)

With reference to your application dated 12/04/2022 for the grant of sanction of Commencement Certificate under Section 44 of The Maharashtra Regional and Town Planning Act, 1966 read with Section 253 of Maharashtra Municipal Corporations Act, 1949 to carry out development work / Building on Survey No. 36, Hissa No. 23/3 & 24, Mauje Adivali Dhokali, Situated at Kalyan (E), the Commencement Certificate / Building Permit is granted under Section 45 of the said Act, subject to the following conditions:

1. The land vacated in consequence of the enforcement of the set-back rule shall form part of the public street in future.
2. No new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy certificate is granted.
3. The Commencement Certificate/ Building permit shall remain valid for a period of one year commencing from the date of its issue unless the work is not commenced within the valid period.
4. This permission does not entitle you to develop the land which does not vest in you.

Office No. KDMC/TPD/BP/27 Village | 2021-22/01/338.

Office Stamp

Date : 20/12/2022 .

Yours faithfully,

~~for~~ Assistant Director of Town Planning  
Kalyan Dombivali Municipal Corporation, Kalyan.



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Ref No.

RPOS/24050/08

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Cluster Head

Suhaj Varne - 9220735730 - Suhaj.Varne@bicapsr.com  
Sudhir pedamkar  
Kandeep Giri

RLMS / LOS Number

Branch Name &amp; Code

Source Type

Sanvoday Nagar - 18507  
Self

CRM ID

Applicant Name

Co-Applicant Name

CIF NO. APPLICANT &amp; CO. APPLICANT

Prashant Shahane - 91492976169  
Kavita Shahane - 91492976528

Date of Birth

Pan Card Number

Bank Account Number

23-11-1990 -  
CVXPS4734B

E-mail ID

Mobile No.

Loan Amount &amp; Interest Rate

Tenure

Connector Name &amp; Code

Proposal Type

Property Final : Yes / No

RACPC

RBO

Shahane73@gmail.com

8888115693

25 Lac

144 months

Home Loan (under construction)

YES

GHATKOPAR

GHATKOPAR

AMT		
PROCESSING OFFICER		
RES/OFF/ITR		
TIR	25/5/24	
VALUATION	27/05/24	Naesthukada
SITE		
LOAN A/C		
T.D.		