

Receipt (pavti) K. Pralvuti "601"

18/14582

पावती

Original/Duplicate

Wednesday, June 12, 2024

नोंदणी क्र.: 39म

11:15 AM

Regn.: 39M

पावती क्र.: 17180 दिनांक: 12/06/2024

गावाचे नाव: भुगांव

दस्तऐवजाचा अनुक्रमांक: मलस-14582-2024

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: विजय दत्त वीर

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1200.00
पृष्ठांची संख्या: 60	

एकूण: रु. 31200.00

आपणांस मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
11:34 AM ह्या वेळेस मिळेल.

पुण्यम निबंधक मुळशी (पांडे) MLS

बाजार मुल्य: रु. 3461377 /-

मोबदला रु. 6276700/-

भरलेले मुद्रांक शुल्क : रु. 376700/-

1) देयकाचा प्रकार: DHC रक्कम: रु. 1200/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0624111117996 दिनांक: 12/06/2024

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH003383632202425E दिनांक: 12/06/2024

बँकेचे नाव व पत्ता:

कृपया सादर मुळ दस्त

श्री./श्रीमती. विजय दत्त वीर
यांचेकडे देण्यात यावा

मुळ दस्तऐवज परत केला

(दस्त हजर करणार यांची स्वाक्षरी)

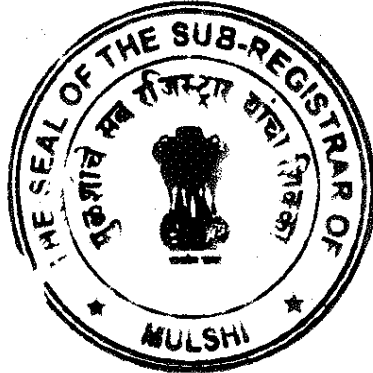
दिनांक:- १२/०६/२०२४

गावाचे नाव : भुगांव

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	6276700
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	3461377
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:पुणे इतर वर्णन : इतर माहिती: विभाग नं 27/27.2(दर 39330/- प्रती चौ मी)गाव मौजे भुगांव,तालुका मुळशी,जिल्हा पुणे येथील सर्वे नं 270 हिस्सा नं 2,पैकी 5400 चौ मी पैकी 4300 चौ मी म्हणजेच 43 गुठे या मिल्कतीवर बांधण्यात येणा-या कुमार प्रकृती मधील सहाव्या मजल्यावरील फ्लॅट क्र 601 यासी चटई क्षेत्र 61.50 चौ मी व एक्सकलूसिव्ह बाल्कनी क्षेत्र 8.20 चौ मी व ड्राय बाल्कनी यांसी क्षेत्र 2.10 चौ मी व तसेच एक कव्हर्ड(लोव्हर लेव्हल)कार पार्किंग स्पेस नं 601 बापराचा हक्कासह((Survey Number : 270/2 ;))
(5) क्षेत्रफळ	1) 61.50 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 असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-कुमार प्रॉपर्टीज गोविंद श्री रियल्टर्स एलएलपी तर्फे भागीदार व मान्यता देणार गुलाब लक्ष्मण सणस व इतर सर्वातर्फे कु मु म्हणून हितेश केवलकुमार जैन तर्फे वि कु मु म्हणून विशाल राजेंद्र चाळके वय:-38; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: कुमार कॅपिटल, 2413, ईस्ट स्ट्रीट, कॅम्प, पुणे, रोड नं: -, महाराष्ट्र, पुणे. पिन कोड:-411001 पॅन नं:-AAVFK4718N
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-विजय दत्त वीर वय:-47; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: फ्लॅट नं 502, लक्ष्मी गार्डन फेज 1, ए विंग, देशमुखवाडी, शिवणे, पुणे, रोड नं: -, महाराष्ट्र, पुणे. पिन कोड:-411023 पॅन नं:-AGSPV3110A 2): नाव:-सीता विजय वीर वय:-37; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: फ्लॅट नं 502, लक्ष्मी गार्डन फेज 1, ए विंग, देशमुखवाडी, शिवणे, पुणे, रोड नं: -, महाराष्ट्र, पुणे. पिन कोड:-411023 पॅन नं:-ASKPV2868F
(9) दस्तऐवज करून दिल्याचा दिनांक	12/06/2024
(10)दस्त नोंदणी केल्याचा दिनांक	12/06/2024
(11)अनुक्रमांक,खंड व पृष्ठ	14582/2024
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	376700
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (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.



Payment Details

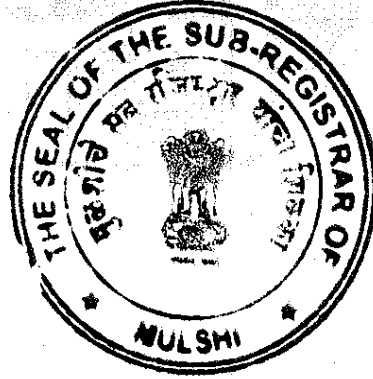
sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	VIJAY DATTU VEER	eChallan	69103332024061118218	MH003383632202425E	376700.00	SD	0001874288202425	12/06/2024
2		DHC		0624111117996	1200	RF	0624111117996D	12/06/2024
3	VIJAY DATTU VEER	eChallan		MH003383632202425E	30000	RF	0001874288202425	12/06/2024

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

मी नक्कल केली
मी शाचली
मी रुजवात घेतली

आस्थात वा हकूम नक्कल

दुसऱ्या निबंधक पोस्ट (मुळशी)



KUMAR PRAKRUTI
FLAT NO. 601

MR. VIJAY DATTU VEER
MRS. SEETA VIJAY VEER

46+2
80

9
98462
2022

Seen
12.01 to 12.05

12/6/2022

P12. Sign. Page No. 1 to 29, Annexure. C, D, E



CHALLAN
MTR Form Number-6



GRN	MH003383632202425E	BARCODE			Date	11/06/2024-17:05:57	Form ID	25.2
Department				Inspector General Of Registration				
Type of Payment				Stamp Duty Registration Fee				
Office Name				MLS_MULSHI 1 SUB REGISTRAR				
Location				PUNE				
Year				2024-2025 One Time				
Account Head Details			Amount In Rs.		Payer Details			
0030046401 Stamp Duty			376700.00		TAX ID / TAN (If Any)			
0030063301 Registration Fee			30000.00		PAN No.(If Applicable)		AGSPV3110A	
Full Name				VIJAY DATTU VEER				
Flat/Block No.				KUMAR PRAKRUTI FLAT NO. 601				
Premises/Building				BHUGAON				
Road/Street				PUNE				
Area/Locality				PUNE				
Town/City/District				PUNE				
PIN				0 0 0 0 0 0				
Remarks (If Any)				SecondPartyName=Kumar Properties Govind Shree Relators LLP-CA=6276700				
Amount In				Four Lakh Six Thousand Seven Hundred Rupees Only				
Words				Four Lakh Six Thousand Seven Hundred Rupees Only				
Total				4,06,700.00				
Payment Details				IDBI BANK				
FOR USE IN RECEIVING BANK								
Cheque-DD Details				Bank CIN Ref. No. 69103332024061118218 2873452350				
Cheque/DD No.				Bank Date RBI Date 11/06/2024-17:09:06 Not Verified with RBI				
Name of Bank				Bank-Branch IDBI BANK				
Name of Branch				Scroll No. , Date Not Verified with Scroll				

Department ID :

Mobile No. : 0000000000

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

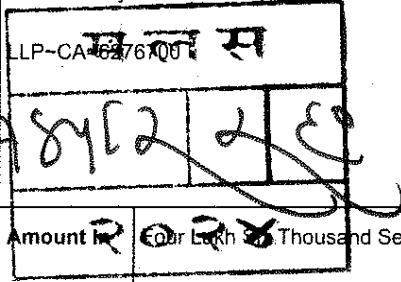
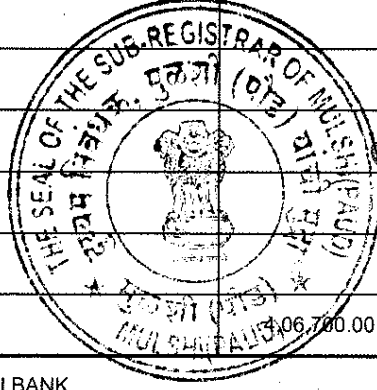
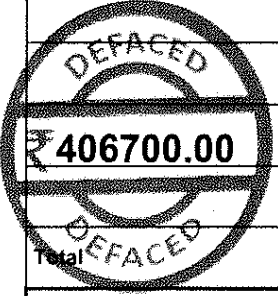
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.



CHALLAN
MTR Form Number-6



GRN	MH003383632202425E	BARCODE			Date	11/06/2024-17:05:57	Form ID	25.2
Department Inspector General Of Registration				Payer Details				
Type of Payment Stamp Duty Registration Fee				TAX ID / TAN (If Any)				
				PAN No.(If Applicable)	AGSPV3110A			
Office Name MLS_MULSHI 1 SUB REGISTRAR				Full Name	VIJAY DATTU VEER			
Location PUNE				Flat/Block No.	KUMAR PRAKRUTI FLAT NO. 601			
Year 2024-2025 One Time				Premises/Building				
Account Head Details			Amount In Rs.	Road/Street	BHUGAON			
0030046401 Stamp Duty			376700.00	Area/Locality	PUNE			
0030063301 Registration Fee			30000.00	Town/City/District				
				PIN		0	0	0
				Remarks (If Any)	SecondPartyName=Kumar Properties Govind Shree Relators			
				LP-CA-62767001				
Total				Amount	Four Lakh 6 Thousand Seven Hundred Rupees Only			
				Words				
Payment Details IDBI BANK				FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN	Ref. No.	69103332024061118218	2873452350	
Cheque/DD No.				Bank Date	RBI Date	11/06/2024-17:09:06	Not Verified with RBI	
Name of Bank				Bank-Branch	IDBI BANK			
Name of Branch				Scroll No. , Date	Not Verified with Scroll			



Department ID : Mobile No. : 0000000000
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चालन केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चालन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(IS)-18-14582	0001874288202425	12/06/2024-11:15:05	IGR034	30000.00
2	(IS)-18-14582	0001874288202425	12/06/2024-11:15:05	IGR034	376700.00
Total Defacement Amount					4,06,700.00

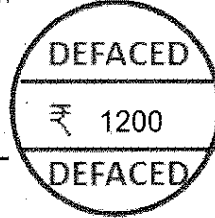


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	0624111117996	Receipt Date	12/06/2024
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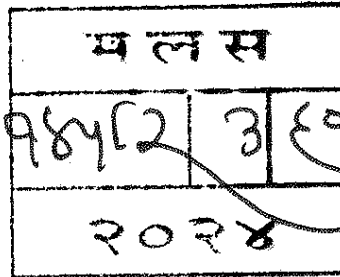
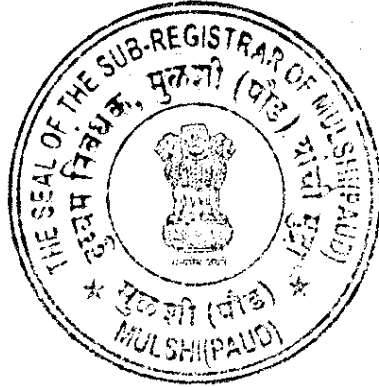
Received from Kumar Properties Govind Shree Relators LLP, Mobile number 0000000000, an amount of Rs.1200/-, towards Document Handling Charges for the Document to be registered on Document No. 14582 dated 12/06/2024 at the Sub Registrar office S.R. Mulshi of the District Pune Gramin



Payment Details

Bank Name	SBIN	Payment Date	11/06/2024
Bank CIN	10004152024061117041	REF No.	416331854555
Deface No	0624111117996D	Deface Date	12/06/2024

This is computer generated receipt, hence no signature is required.





Pre-Registration summary(नोंदणी पूर्व गोषवारा)

मूल्यांकन पत्रक (प्रभाव क्षेत्र - बांधीव)	
Valuation ID	20240612945
12 June 2024, 11:05:22 AM	
मूल्यांकनाचे वर्ष	2024
जिल्हा	पुणे
तालुक्याचे नांव :	मुळशी
गावाचे नांव :	मौजे भृगाव
प्रमुख मूल्य विभाग :	27
उप मूल्य विभाग :	27.2
क्षेत्राचे नांव	Influence Area
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.	मूल्यदर 39330
मोजमापनाचे एकक चौ. मीटर	
बांधीव क्षेत्राची माहिती	
मिळकतीचे क्षेत्र -	67.65 चौ. मीटर
बांधकामाचे वर्गीकरण -	1-आर सी सी
उद्वाहन सुविधा -	आहे
प्रकल्पाचे क्षेत्र -	Above 2 hector
Sale Type -	First Sale
Sale/Resale of built up Property constructed after circular dt.02/01/2018	
मिळकतीचा वापर -	निवासी सदनिका
मिळकतीचे वय -	0 TO 2वर्ष
मजला -	5th to 10th Floor
मिळकतीचा प्रकार -	बांधीव
मूल्यदर/बांधकामाचा दर -	Rs.39330/-
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	= (वार्षिक मूल्यदर * घसा-यानुसार टक्केवारी) = (39330 * (100 / 100)) = Rs.39330/-
मजला निहाय घट/वाढ	= 1.05 of 39330 = Rs 41296/-
(सूत्र) प्रकल्पाचे क्षेत्रानुसार दर	= ((घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर) * 105 %)
प्रकल्पाचे क्षेत्रानुसार	निवासी सदनिका करीता प्रती चौ. मीटर दर = Rs.43361/-
Rules Applicable	3, 19, 18
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 43361 * 67.65 = Rs.2933371.65/-
C) बंदिस्त वाहन तळाचे क्षेत्र	12.5 चौ. मीटर
बंदिस्त वाहन तळाचे मूल्य	= 12.5 * (39330 * 25/100) = Rs.122906.25/-
I) बंदिस्त बाल्कनी जागेचे क्षेत्र	10.3 चौ. मीटर
बंदिस्त बाल्कनी जागेचे मूल्य	= 10.3 * 39330 = Rs.405099/-
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + लगतच्या गच्चीचे मूल्य + खुली बाल्कनी + वरील गच्चीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + तळघराचे मूल्य + बेईनाईन मजला क्षेत्र मूल्य + बंदिस्त बाल्कनी + स्वयंचलित वाहनतळ = A + B + C + D + E + F + G + H + I + J = 2933371.65 + 0 + 122906.25 + 0 + 0 + 0 + 0 + 0 + 0 + 405099 + 0 = Rs.3461377/- = चौतीस लाख एकसठ हजार तीन शे सत्याहतर /-

Home

Print

Shree

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE IS MADE AND EXECUTED AT **PUNE** ON THIS 12TH DAY OF JUNE IN THE YEAR **TWO THOUSAND TWENTY FOUR.**

BETWEEN

Kumar Properties Govind Shree Realtors LLP (PAN – AAVFK4718N) a limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act 2008 having its office at - Kumar Capital, 2413, East Street, Camp, Pune- 411001 through its Designated Partner / Authorized signatory **SHRI HITESH KEWALKUMAR JAIN** Hereinafter referred to or called as the **"THE PROMOTER"** (which expression unless it be repugnant to the context or meaning thereof shall mean and include the said LLP firm, its partners from time to time, their successors, executors, administrators and assigns etc.).... **THE PARTY OF THE FIRST PART.**

AND

MR. VIJAY DATTU VEER, Age: 47 Years, Occ.: **SERVICE**, Pan No.: **AGSPV3110A** AND **MRS. SEETA VIJAY VEER**, Age: 37 Years, Occ.: **HOUSEWIFE**, Pan No.: **ASKPV2868F**, Residing at:- **FLAT NO. 502, LAXMI GARDEN, PHASE 1, A WING DESHMUKHWADI SHIVNE, PUNE - 411023.** Hereinafter referred to as **"THE ALLOTTEE"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Allottee/s, Purchaser/s, his/her/their heirs, executors, successors, shareholders, administrators and assigns) **PARTY OF THE SECOND PART.**

AND

1) Mr. Gulab Laxman Sanas

(PAN – ADEPS6079A)

Age :- 75 years, Occ. :- Agriculture Business, Forself, Karta and Manager of HUF (Aadhar No. 5176 9757 3262)

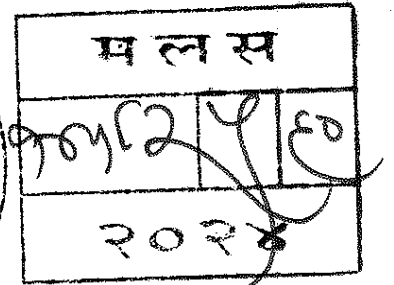
2) Mrs. Sulochana Gulab Sanas

Age :- 60 years, Occ.:- Housewife, (Aadhar No. 9349 2552 6148)

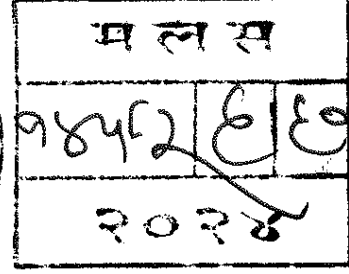
3) Mr. Umesh Gulab Sanas

(PAN – BAKPS0015G)

Age :- 43 years, Occ.:- Agriculture / Business, Forself & HUF of Family (Aadhar No. 8261 2836 0381)



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4) Mr. Ramesh Gulab Sanas

(PAN – BAKPS0027C)

Age :- 41 years, Occ.:- Agriculture / Business,

For self & Natural Guardian for No. 6 and 7

(Aadhar No. 4832 4237 4305)

5) Mrs. Nikita Ramesh Sanas

(PAN – CTLPS4839P)

Age :- 34 years, Occ. :- Housewife,

(Aadhar No. 9708 7166 9193)

6) Kumari Shrushti Ramesh Sanas

Age :- 14 years, Occ. :- Education,

(Aadhar No. 2003 1002 5075)

7) Kumar Varadraj Ramesh Sanas

Age :- 10 years, Occ. :- Education,

(Aadhar No. 8052 6538 1640)

No. 6 and 7 through their natural guardian father

Mr. Ramesh Gulab Sanas

No. 1 to 7 All residing at – Bhugaon,

Tal. Mulshi, Dist. Pune

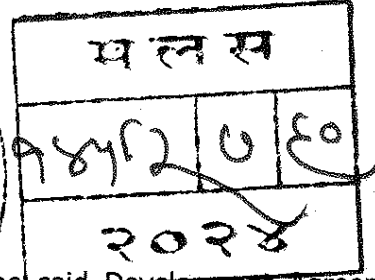
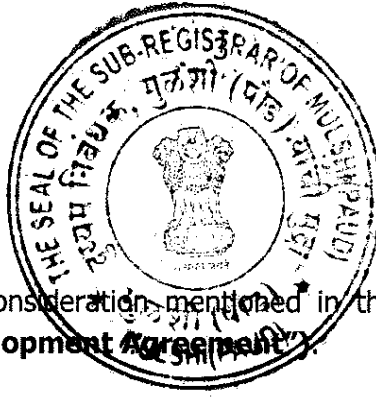
Through their duly constituted Attorney

Shri Hitesh Kewalkumar Jain

hereinafter jointly and called and referred to as the "**CONSENTING PARTY**" (which expression shall unless it be repugnant to the context and meaning thereof shall mean and include the said Consenting Party, their respective heirs, executors, administrators and assigns) **THE PARTY OF THE THIRD PART;**

WHEREAS all that piece and parcels of the portion of land admeasuring 43 Ares i.e. 4300 sqmtrs. out of the area of 5400 sqmtrs. from and out of the total area of the land bearing Survey No. 270 Hissa No. 2 totally admeasuring 2 Hectares – 74 Ares (including pot kharaba) lying and being at revenue Village - Bhugaon, Taluka - Mulshi, District – Pune, within the limits of Pune Metropolitan Regional Development Authority (PMRDA) and within the Registration District Pune, Sub District – Taluka - Mulshi, hereinafter referred to as "**Said Entire Land**" for the sake of brevity and convenience and is more particularly described in the **Schedule – IA** written hereunder is owned by No. 1 of the Consenting Party herein.

AND WHEREAS vide a Development Agreement and Power of Attorney dated 27/09/2021 which are registered in the office of the Sub Registrar Mulshi at Sr. Nos. 8523/2021 and 8524/2021 respectively, the Owner of the Said Entire Land / Consenting Party herein have assigned, granted and transferred the Development Rights of the Said Property unto and in favour of the Promoter in the manner and upon the terms and



conditions and for the consideration mentioned in the said Development Agreement dated 27/09/2021 ("**Said Development Agreement**").

AND WHEREAS by virtue of the Said Development Agreement, the Promoter became absolutely entitled to develop the Said Entire Land and sell the Flats/units/tenements etc. constructed on the Said Entire Land for the sole benefit of the Promoter, subject however to the terms and conditions of the Said Development Agreement.

AND WHEREAS the Layout plan / building plan in respect of the proposed construction of the Said Scheme to be carried out on the Said Entire Land have been duly approved by the Pune Metropolitan Regional Development Authority (PMRDA) vide sanction No. DP / BMU / Mauje - Bhugaon / S. No. 270 / 2P / File No. 74 / 23-24 / 3565 dated 01/08/2023.

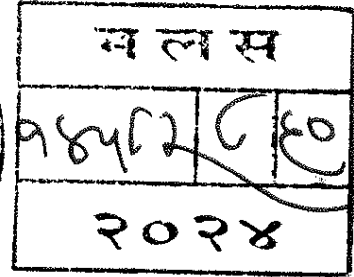
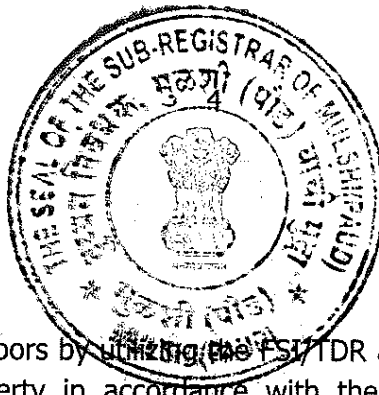
AND WHEREAS as per the sanctioned layout/building plan, the area of the Said Entire Land as per demarcation is admeasuring 4175 sqmtrs. out of which (a) the portion of land admeasuring 626.25 sqmtrs. is under / towards amenity space and (b) the portion of land admeasuring 417.50 is under Open Space, out of the total area of the Said Entire Land.

AND WHEREAS the aforesaid area amenity space out of the Said Entire Land is retained by the Promoter and will not form a part of the Said Building Project / and is not included in the area of the Said Building Project. All the rights, benefits and claims, and interest of the area under amenity space are retained by the Promoter and the Promoter alone will be entitled to develop and or receive the FSI/TDR/ compensation in respect of the amenity space for the sole benefit of the Promoter. Therefore after deducting the aforesaid affected area under amenity space a portion of land admeasuring 3548.75 sqmtrs. remained with the Promoter for carrying out construction / development of the proposed building thereon. The said portion of land admeasuring 3548.75 sqmtrs. out of the total area of the Said Entire Land is more particularly described in the **Schedule – IB** written hereunder and is hereinafter referred to or called as the "**Said Property**" (i.e. the project land).

AND WHEREAS the Promoter decided to carry out development and construction of a multistoried building project on the Said Property under the name and style / known as "**KUMAR PRAKRUTI**" [Hereinafter referred to as the "**Said Scheme**" / OR the "**SAID BUILDING PROJECT**" for the sake of convenience].

AND WHEREAS the maximum Floor Space Index (FSI) including the paid FSI / premium FSI/ancillary FSI and the Transferable Development Rights (TDR) allowed for carrying out construction on the Said Property as per the Development Control Rules applicable to the Said Entire Property is admeasuring 8528.47 sqmtrs. ("Maximum Potential")

AND WHEREAS the development and construction of the Said Scheme / Said Building Project known as "KUMAR PRAKRUTI" on the Said Property includes construction of the proposed building shall have basement plus lower ground floor plus upper ground floor



and 12 (TWELVE) upper floors by utilizing the FSI/TDR admeasuring 4251.77 sqmtrs. in respect of the Said Property in accordance with the approved layout/building plan sanctioned by the PMRDA.

A] The Promoter has decided to commence the construction of the Said Building Project in accordance with the approved building plan and which will be hereafter revised and obtained approved from time to time for utilizing the maximum potential as described above.

B] The Promoter reserves its rights to develop the remaining area out of the Said Entire Land as may be deemed fit and proper by the Promoter as per the building plans which may be hereafter approved by the PMRDA from time to time as a separate and independent building project by utilising the maximum permitted FSI/TDR in respect of the Said Entire Land as disclosed herein.

The Promoter has commenced construction of the said building project on the Said Property. The Promoter specifically informs the Allottee and reserves the Promoters right to utilise all future FSI/TDR or potential under any name of the Said Entire Land, becoming available due to change in any law or any new policies/rules as may be implemented by the Government from time to time before the conveyance of the said property. The Promoter also reserves its rights to revise the plans accordingly for better utilisation of such proposed potential. However, if there are any modifications and or alterations in the plans other than the plans as disclosed herein and provided such changes are prejudicially affecting the unit/flats and the said project agreed to be allotted and purchased by the Purchaser herein than subject to the provisions of the RERA 2016 read with the MAHARERA Rules 2017 the necessary consent of the Allottee/s as prescribed thereunder shall be obtained by the Promoter.

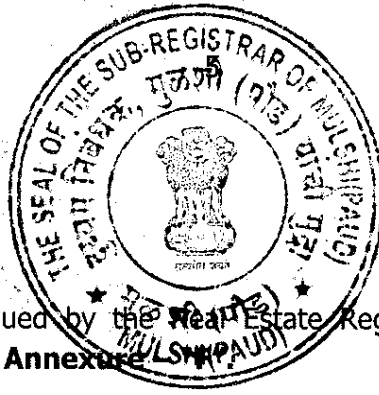
C] The Promoter has appointed Architect Group Consultants of Pune as their Architects and SUNIL MUTALIK & ASSOCIATES, PUNE as the Structural Engineer for the preparation of the structural designs and drawings of the said building project. The Promoter accepts the professional supervision of Architect and the Structural Engineer till the completion of the said building/s but the Promoter herein has reserved the right to change such Architect and Structural Engineers during the construction or before the completion of the building/s.

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

E] The Promoter has registered the Said building Project proposed to be developed on the Said Property with the Real Estate Regulatory Authority, Maharashtra State, under the provisions of The Real Estate (Regulation and Development) Act, 2016 vide registration Certificate No. **P52100054001** dated **19/12/2023**. The Copy of the said

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Registration Certificate issued by the Real Estate Regulatory Authority, Maharashtra State is annexed hereto as **Annexure**

F] The Allottees herein demanded from the Promoter, and the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Said Entire Land, the Said Scheme / the Said Building Project, and the plans, designs and specifications prepared by the aforesaid Architects of the Promoter, including the disclosure as to future/proposed potential of the said entire land and right of the Promoter thereof and the copies of various orders and / permissions and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("MOFA"), Real Estate (Regulation and Development) Act, 2016 ("RERA") along with the rules and regulations formulated thereof;

G] The copy of Title Report issued by the Advocate of the Promoter, in respect of the said entire land which includes the said property and the copy of the 7/12 extract, and the copy of the plan of the flat agreed to be purchased by the Allottee/s and approved by the PMRDA have been annexed hereto & marked as Annexure "A", "B" and "D" respectively; The Copy of the layout plan approved by the PMRDA is attached herewith as Annexure "C-1".

H] AND WHEREAS after the Allottee's enquiry, the Promoter requested the Allottee/s to carry out independent necessary search by appointing his/ her/ their own Advocate and to ask any queries he /she/they had regarding the title and the nature of the title and the Allottee/s has/have satisfied himself / herself / themselves about the marketable title and rights of the Promoter in respect of the said property and therefore, agreed to purchase the Flat No. **601** situated on the **SIXTH** floor in the said building project. The Carpet Area of the Said Flat is **61.50** square meters. The said flat is more particularly described in Schedule IC annexed hereto and hereinafter for the sake of brevity and convenience referred to as "THE SAID FLAT");

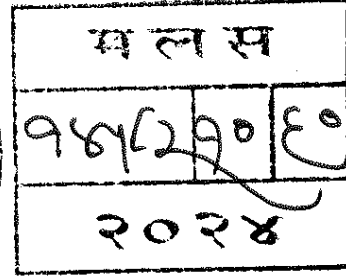
[Explanation – "Carpet Area" shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee, exclusive dry balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.]

In addition to the above mentioned carpet area of the Said Flat an exclusive balcony admeasuring **8.20** sq.mtrs. and Dry Balcony admeasuring **2.10** Sq.mtrs. is appurtenant / attached to the said flat for the exclusive use of the Allottee / Purchaser herein.

AND WHEREAS the Purchaser/s is/are aware of the fact that the Promoter has entered or will enter into similar and/or separate Agreement/s with several other person/s and/or party/ies in respect of Flats / units / tenements/ buildings/premises etc., in the said building project. The Allottee is also fully aware of the fact that save and except the

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Said Building Project, the construction whereof is proposed to be carried out, the Scheme of development of the Said Entire Land / remaining area out of the Said Entire Land (i.e. the development / construction of the other buildings in the said scheme / i.e. on the remaining area out of the Said Entire Land) is subject to change and / or modification, as may be deemed fit and proper by the Promoter as well as the sanctioning authority and the Purchaser has /have no objection to the same.

Relying on the representation, declaration and the assurance from the Allottee about his/her/their satisfaction of marketable title and authority of the Promoter to develop the Said Entire Land, and that the Allottee, having fully understood all the disclosures made by the Promoter, the Promoter herein agrees to sell and the Allottee/s herein agrees to purchase the Flat No. **601** having Carpet Area admeasuring **61.50** square meters situated on the **SIXTH** floor at or for the total consideration of **62,76,700/-** (Rupees **SIXTY TWO LACS SEVENTY SIX THOUSAND SEVEN HUNDRED** Only) in the Said Building Project in the scheme known as "**KUMAR PRAKRUTI**" Which flat is as described in the Schedule IC annexed hereto, (hereinafter referred to as "the Said Flat").

The Purchaser/s herein prior to/at the time of the execution of these presents has/have paid to the Promoter a sum of Rs. **6,27,670/-** (Rupees **SIX LACS TWENTY SEVEN THOUSAND SIX HUNDRED SEVENTY** Only) being the earnest money / the part payment of the sale consideration towards the sale of the said flat and receipt whereof the Promoter doth hereby admit and acknowledge and the Purchaser has agreed to pay the balance amount of the consideration in the manner appearing hereinafter.

Under section 13 of The Real Estate (Regulation and Development) Act, 2016 the Promoter is required to execute a written agreement for sale of the said Flat in favour of the Allottee / the Purchaser/s being in fact these presents and the parties are required to register the same under the Registration Act 1908. The Flat Purchaser shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

1. The parties hereto agree and confirm that the term Said Entire Land referred in this Agreement anywhere agreed and admitted to mean and include:

all that piece and parcels of the portion of land admeasuring 43 Ares i.e. 4300 sqmtrs. out of the area of 5400 sqmtrs. from and out of the total area of the land bearing Survey No. 270 Hissa No. 2 totally admeasuring 2 Hectares – 74 Ares (including pot kharaba) lying and being at revenue Village - Bhugaon, Taluka - Mulshi, District –Pune, within the limits of Pune Metropolitan Regional Development Authority (PMRDA) and within the Registration District Pune, Sub District – Taluka - Mulshi, and more particularly described in Schedule -IA written hereunder along with the rights to use and utilize present and future F.S.I. / FAR available against the lands described in Schedule - IA written hereunder, and Transferable Development Rights available against the lands

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described in Schedule IA written hereunder and to use the same elsewhere and use and load the Transferable Development Rights upon the lands described in Schedule IA written hereunder and along with the rights to use and utilise the increased / additional F. S. I. available in respect of the lands described in Schedule IA, written hereunder as and when the same becomes available due to change in rules, new policies or otherwise.

The parties hereto agree and confirm that the term Said Property referred in this Agreement anywhere agreed and admitted to mean and include:

1.1) All that pieces and parcels of the portion of land admeasuring 3548.75 sqmtrs. out of the total area of the Said Entire Land and which is more particularly described in **Schedule - IB** written hereunder whereupon the said building project is being developed.

1.2) The Said Building Project" means the proposed building to be known as Kumar Prakruti proposed to be constructed on the Said Property described in the **Schedule - IB** written hereunder.

1.3) "Carpet Area" shall mean the net usable floor area of the said 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 appurtenant to the said Flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the said flat.

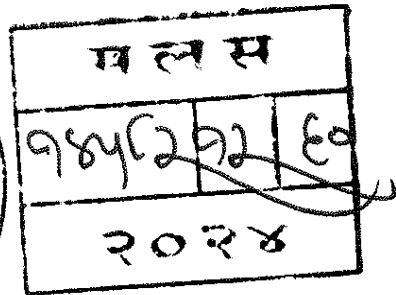
1.4) "Covered parking space" means an enclosed or covered area as approved by the PMRDA as per the applicable Development Control Regulations for parking of vehicles of the Purchasers which may be in basements and/or stilt and/or podium;

1.5) "FSI "or" Floor Space Index" shall have the same meaning as assigned to it in the Building Rules or Building By-laws or Development Control Regulations made under any law for the time being in force;

1.6) Open space/s includes the designated area/s which is/are shown or which will be shown as Open Space in the revised sanctioned layout / building plan of the Said Entire Land.

1.7) (i) Common Amenities includes the Purchaser's right to use internal roads, drainage lines, water lines, service lines, open spaces etc. which will be provided by the Promoter with respect to Said Entire Land, as per the plans sanctioned by the PMRDA, right to use staircase, common passage etc.

1.7(ii) Right to use the Club House (i.e. the Common Club House and the Swimming pool, provided in the Scheme "**KUMAR PRAKRUTI**" for all the flat purchasers in the Said Building Project to be constructed on the Said Property. However subject to the norms / rules and charges as may be framed by the Promoter/the Society from time to with regard to the terms of the use of the Club House.



1.7) (iii) Internal Roads and Pathways which are provided in the layout of the Said Entire Land.

1.7) (iv) The List of Common Areas and Common facilities is mentioned in **Schedule – II** written hereunder

1.8) The body / Society means the Co-operative Housing Society of the Said Building Project that shall be formed by the Promoters for management and maintenance of common areas and the common amenities plus the security and common services etc. with respect to the Said Building Project.

1.9) Said property means rights of the Promoters in the Said Property and ownership rights in the buildings, which will be constructed upon the Said Property.

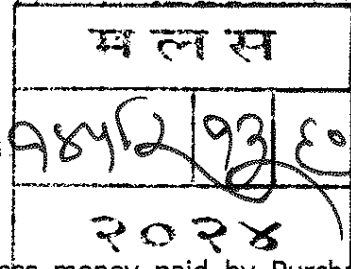
2. The Promoter hereby agrees to sell and the Allottee hereby agrees to purchase from the Promoter the Flat No. **601** having Carpet Area admeasuring **61.50** square meters situated on the **SIXTH** floor in the said building project and which flat is as described in the Schedule IC annexed hereto, (hereinafter referred to as "the said flat") at or for the total consideration of Rs. **62,76,700/-** (Rupees **SIXTY TWO LACS SEVENTY SIX THOUSAND SEVEN HUNDRED** Only) which includes the proportionate price of the common areas and facilities appurtenant to the said flat. The nature, extent and description of the common areas and facilities appurtenant to the said flat are more particularly described in the Schedule - II written hereunder, but the said price does not include the cost of the extra and/or any other amenities and facilities, provided other than the amenities and facilities as described in the "Annexure-F" annexed hereto. The above said consideration does not include the expenses for Stamp Duty, Registration Charges, GST and any other taxes, Charges, premiums and other deposits, taxes and charges as may be levied from time to time by the concerned authorities which shall be paid by the Purchaser/s separately as and when the same will be due or payable under this agreement.

2a) 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 / the Purchaser 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 Purchaser/s, which shall only be applicable on subsequent payments.

2b) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser/s 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 3% (three percent). The Total Aggregate Consideration payable for such difference in the carpet shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within

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the defined limit then Promoter shall refund the excess money paid by Purchaser/s within forty-five days with annual interest at the rate specified in the Rules formulated under the RERA 2016, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area within the defined limit allotted to Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Schedule mentioned herein below and in any event before handing over the possession of the Said Flat to the Purchaser. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.

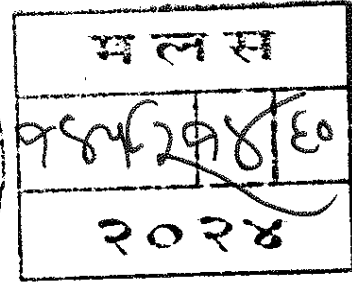
2c) The Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his / her name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2d) The Purchaser/s has / have paid Rs. **6,27,670/-** (Rupees **SIX LACS TWENTY SEVEN THOUSAND SIX HUNDRED SEVENTY** Only) being the earnest money / part payment unto the Promoter at or before the time of execution of this agreement. The Purchaser/s hereby agree/s to pay to the Promoter, the balance amount of the agreed consideration of the purchase price of Rs. **56,49,030/-** (Rupees **FIFTY SIX LACS FORTY NINE THOUSAND THIRTY** Only) to the Promoter in the following manner:-

Amount (Rs)	Percent age (%)	Particulars
Rs. _____/-	10%	As advance payment or application fees
Rs. 9,41,505/-	15%	Paid by the Allottee after execution of the agreement to the Promoter by duly drawn crossed cheque for which a separate receipt has been handed over, the receipt of the amount whereof is hereby, acknowledged by Promoter.
Rs. 6,27,670/-	10%	Payable by the Allottee to the Promoter on Completion of Foundation of the subject building.
Rs. 3,13,835/-	5%	Payable by the Allottee to the Promoter on completion of Plinth of the subject building (3rd Slab).
Rs. 6,27,670/-	10%	Payable by the Allottee to the Promoter on completion of Fifth slab of the subject building.
Rs. 3,13,835/-	5%	Payable by the Allottee to the Promoter on completion of Seventh slab of the subject building.
Rs. 3,13,835/-	5%	Payable by the Allottee to the Promoter on completion of Ninth slab of the subject building.

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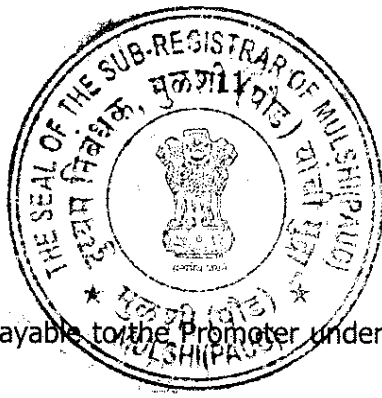
Rs. 3,13,835/-	5%	Payable by the Allottee to the Promoter on completion of Eleventh slab of the subject building.
Rs. 3,13,835/-	5%	Payable by the Allottee to the Promoter on completion of Last slab of the subject building.
Rs. 3,13,835/-	5%	Payable by the Allottee to the Promoter on completion of the walls, internal plaster and external plaster of the said flat
Rs. 3,13,835/-	5%	Payable by the Allottee to the Promoter on completion of the external plumbing, flooring, Terraces with Waterproofing of the building or the wing in which said flat is located
Rs. 3,13,835/-	5%	Payable by the Allottee to the Promoter on completion Staircase, Lift wells, Lobbies upto the floor level of the said Apartment
Rs. 6,27,670/-	10%	Payable by the Allottee to the Promoter on completion of the Lift, water pumps, door and windows, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.
Rs. 3,13,835/-	5%	Payable by the Allottee to the Promoter on completion of electrical and sanitary fittings and delivery of possession of the said Flat.
Rs. 56,49,030/-	100%	Balance Consideration

2e) Provided that any deduction of an amount made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged / credited by the Promoter, only upon purchaser/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. Provided further that at the time of handing over the possession of the unit, if any such certificate is not produced, the purchaser shall pay equivalent amount as interest free deposit to the Promoter, which deposit shall refunded by the Promoter on the purchaser producing such certificate within 4 months of the possession. Provided further that in case the purchaser/s fails to produce such certificate within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

2f) Provided the Purchaser/s shall not be entitled to claim possession and allotment and transfer of the said Flat until the Purchaser/s has/have paid the full and complete

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dues and consideration payable to the Promoter under this agreement or by a separate contract or otherwise.

2g) The Purchaser herein proposed to the Promoter that, the Parking Space provided in the Said Building Project as per the plans sanctioned by the PMRDA and for parking the vehicles of the Flat Purchasers in the Said Building Project, may be laid/designed and earmarked in such a manner so as to ensure that, the utilization of the parking space is made by all the flat purchasers in the said building project to suit their parking requirements and which will also avoid future differences amongst the flat purchasers with respect to the parking space. Therefore for the convenience of the flat purchasers the Parking Space may be allocated / earmarked for use of the same by the respective flat purchasers.

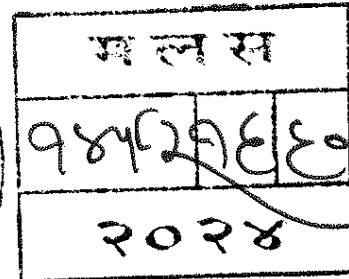
The Promoter on considering such proposal by the Flat Purchaser agreed to earmark the parking space subject to the final Conveyance Deed / assent of the Society of all the flat purchasers in the Said Building Project with respect to the allocation of the parking amongst all the flat purchasers.

However such allocation / earmarking of the parking space will not mean and construe that the parking space is alienated and or transferred to the flat purchaser and the parking space shall always remain common property of the Society of all the flat purchasers in the said building project and any such allocation or earmarking of the parking space shall be treated to be only symbolic allocation for better management of the parking space amongst all the flat purchasers without any exclusive ownership claim over the parking space. Subject to this condition the Promoter has agreed to earmark / allocate One (**Covered – Lower Level**) car parking space bearing No. **601** in the parking provided in the said building project to be used by the Purchaser herein for parking his / her / their vehicle subject to the final Conveyance Deed of the Said Building Project in favour of the Society of all the flat purchasers in the Said Building Project.

3. It is made clear and agreed by and between the parties hereto that the Promoter shall not be bound to follow the chronological order of any of the above said stages/instalments and that the Promoter shall be completely at liberty to choose the chronology of the respective stages of the construction. The Promoter is entitled to merge or consolidate two or more instalments in their discretion by simultaneously executing the contemplated work in the said instalment provided the amount does not exceed the threshold provided under the RERA and the rules provided thereunder.

3a) The Promoter may complete any wing or floor of the building in the Said Building Project and give possession of Flat therein to the Purchaser/s of such premises and the Purchaser/s herein shall have no right to object to the same and will not object to the same. The Promoter and/or his Agents or Contractors shall be entitled to carry on the construction of the remaining buildings /floor and if any inconvenience is caused to the Purchaser/s, the Purchaser/s shall not protest, object to or obstruct the execution of such work nor the Purchaser/s shall be entitled to any compensation and/or damage

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and/ or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her/them or any other person.

3b) The Promoter shall address a demand letter to the Purchaser/s by dispatching the intimation by email to the Purchaser/s on the email ID provided by the Purchaser with a copy under Courier with POD OR RPAD requesting payment of the requisite instalment(s) and or other amounts due under this Agreement and the Purchaser/s shall be obliged to make payment of the outstanding amount within a period of seven days from the dated of such demand letter / demand notice issued by the Promoter. The timely payment of the above amounts to be paid by the Purchaser/s to the Promoter as agreed to above, shall be the essence of the contract.

3c) It is hereby agreed that the time for payment as specified above being the essence of the contract and upon any failure of the Purchaser/s to pay the same on due dates, it shall be deemed that the Purchaser/s has / have committed BREACH of this agreement.

3d) In case of default committed by the Purchaser/s, in payment of the amount, as and within the time agreed to herein, the Promoter shall be entitled to claim interest at the State bank of India highest Marginal Cost of Lending Rate then applicable Plus 2%, compounded quarterly, from the day it becomes payable till the actual receipt thereof, without prejudice to the other rights of the Promoter available as per the terms and conditions hereof and the statutes.

3e) On the Purchaser/s committing breach by delaying the payment as per the payment Schedule on 3 (Three) distinct occasions, then on the Purchaser/s again i.e. on 4th occasion, committing a breach by delaying the payment as per the payment Schedule, the Promoter shall, without prejudice to as stipulated in clause 3d) above, be entitled to terminate this agreement by addressing a prior written notice to the Purchaser/s, demanding payment of the outstanding amounts under this Agreement within a period of 15 days from the receipt of the notice, failing which this Agreement shall stand terminated on the expiry of the period of fifteen days. In the event of such termination, the Promoter shall be entitled to sell the said Unit to any person without any claim whatsoever from the Purchaser/s / Allottee and the Allottee shall be entitled to the refund of the amount of the consideration within 30 (Thirty) days of resale of the said Unit. In the event of such termination, the Promoter shall be entitled to sell the said Unit to any person without any claim whatsoever from the Purchaser/s / Allottee and the Allottee shall be entitled to the refund of the amount of the consideration within 30 (Thirty) days of resale of the said Unit after deducting 5% (five percent) of the total amount paid by the Purchaser to the Promoter as and by way of liquidated damages.

3f) In the event the Allottee delays in coming forth for the registration of the aforesaid deed of cancellation, no interest shall be payable for such delayed period. Further, keeping in mind the fact that the delay in executing the cancellation agreement creates an encumbrance on the said flat, the entire delayed period shall be reduced from the interest payable period and the interest payable shall be on the period left after such reduction.

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In case refund for the amounts paid, such as Stamp Duty, Registration Fees etc. shall have to be claimed directly by the Allottee/s from the concerned authority. The Promoter shall not be liable to for the same for any reasons whatsoever.

3g) The standard fixtures, fittings and the amenities to be provided by the Promoter in the said Flat or to the said building are described in Annexure-E hereto, and the Purchaser/s shall not be entitled to any extras.

3h) For whatsoever reason if the Purchaser herein desire to terminate this agreement / transaction in respect of the said accommodation then, the Purchaser herein shall issue 15 days prior notice to the Promoter as to the intention of the Purchaser and on such receipt of notice the Promoter herein shall be entitled to deal with and sell the Said Flat to any other prospective buyers and thereafter refund the amount paid by the Purchaser within a period of thirty days from the date of sale of the said flat.

4. The Promoter hereby declares that as per the Development Control Regulations of the PMC the FSI including permitted TDR allowed for construction in respect of the Said Entire Land is admeasuring 90949 sqmtrs The Promoter has proposed and intends to utilise the said FSI including the permitted TDR for construction on the Said Entire Land by carrying out construction of buildings on the Said Entire Land.

5. Promoter hereby declares that no part of the said Floor Space Index of the Said Property has been utilised by the Promoter elsewhere for any purpose whatsoever.

5a) The Promoter, declare that he is entitled to get the Plans revised and modified from PMRDA for utilization of the maximum permitted FSI / TDR or any residual, additional FSI / TDR made available from time to time for construction in future on the Said Entire Land.

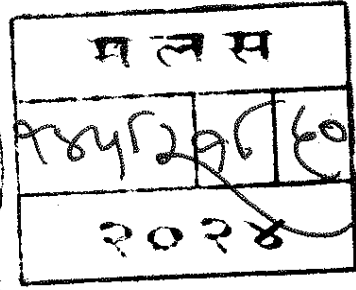
The Purchaser/s hereby further give/s and accord/s his / her / their consent for the Plans to be revised and modified from PMRDA for utilization of the maximum permitted FSI / TDR or any residual, additional FSI / TDR made available from time to time for construction on the Said Entire Land.

Provided, however, that the Promoter shall have to obtain prior consent in writing of at least two-thirds of the allottees in respect of variations or modifications which may adversely affect the Apartment of the Allottee and the said project, except any alteration or addition required by any Government authorities or due to change in law.

5b) The Purchaser/s and/or the ultimate common organization of the Purchaser/s shall not take any objection for the same and shall not claim any such residual and/or additional F. S. I. (FAR) and/or the benefits thereof. In this agreement the word F. S. I. or FAR shall have the same meaning as understood by the Planning Authority under its relevant building rules or bye-laws.

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6. The Promoter shall give possession of the Apartment to the Allottee on or before **01/10/2026**. 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 from the date the 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.

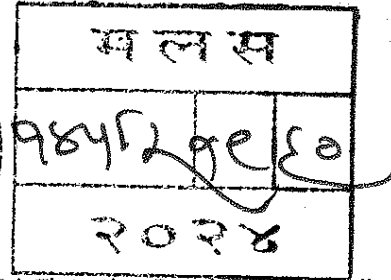
6a) In case of default/failure on the part of the Promoter to deliver the possession of the said flat to the purchaser within the agreed time period, then in such an event, the Purchaser shall be entitled to terminate this agreement and demand the refund the amount of consideration till then paid to the Promoter alongwith interest at State Bank of India highest Marginal Cost of Lending Rate + 2% from the date of payment/s thereof. On such termination, the Allottee shall execute and register a Deed of Cancellation in favor of Promoter thereby setting out that the Allottee shall have no further rights, title or interest of whatsoever nature in the said Unit and the Promoter shall simultaneously refund to the Allottee the amounts paid by the Purchaser alongwith the interest thereon calculated as mentioned hereinabove.

6b) If the Promoter fails to abide by the time schedule and does not hand over possession of the said Flat to the Purchaser/s on the date as mentioned hereinabove and the Purchaser/s decides not to terminate this Agreement, then the Promoter shall be liable to pay interest at the State Bank of India highest Marginal Cost of Lending Rate + 2% on all the amounts paid by the Allottee for every month of delay, till the handing over of possession by the Promoter to the Allottee/s. In such case, where the Allottee has agreed accept the interest amount towards delay in possession he cannot alternatively approach any competent authority for the same reason.

6c) The Promoter shall on obtaining the Occupancy Certificate from the concerned authority and on the Purchaser/s making all the necessary payment as per the present Agreement, shall within a period of 7 (seven) days of obtaining of such Occupation Certificate offer in writing the possession of the said flat to the Purchaser/s. The Purchaser shall take possession of the said Flat within seven days of the Promoter giving written notice to the Purchaser intimating completion of the construction of the said Flat for use and occupation. From the 8th (eighth) day from the receipt of such letter from the Promoter, the Purchaser/s shall be liable to pay common maintenance charges as hereinafter mentioned and without prejudice to any other remedy available under this agreement or enactment, and the Promoter shall be further entitled to recover the cost of maintaining the said Flat from the date of expiry of the period of seven days as specified in the Promoter's Notice upto the date the Purchaser/s takes actual possession of the said Flat.

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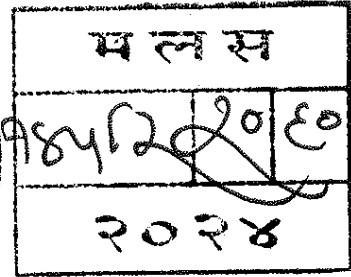
6d) At the time of delivery of possession of the said Flat, the Purchaser/s shall also execute such other documents such as possession receipt, indemnity, declaration etc. as might be required by the Promoter.

6e) The building shall be constructed and completed in accordance with the sanctioned plans and agreed specifications as specified in the Annexure E annexed hereto and if within a period of 5 (Five) year from the date of handing over the said Flat to the Purchaser/s (which date means the date on which Promoter shall give notice to the Allottee/s that the possession of the said Flat is ready to be handed over to him/her/it/them), the Purchaser/s brings to the notice of the Promoter any defect in the said flat or building or the material used therein, wherever possible such defects shall be rectified by the Promoter at its own costs and in case if it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA 2016.

Provided however, that the Purchaser/s shall not carry any alteration of whatsoever nature in the said Flat or the structure of the said building which shall include but not limited to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any structural modifications and any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen which may result in the 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 & workmanship defects caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear & tear and by negligent use of Flat by the occupants etc.

7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

- A) The Promoter hereby represents and warrants to the Allottee as follows:
- 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;
 - The Promoter has lawful rights and requisite approvals from the competent Authorities to carryout development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.
 - There are no known encumbrances, including boundary disputes, encroachments, and/or any right, title, interest or claim of any party in or over the said project land, if any, upon the project land or the Project except those disclosed in the title report, so as to assign, convey, transfer and vest the portions of said project land unto the said Society or Body with such title on the execution of the final transfer deeds of the said project land and/or the building;



- iv. There are no known litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the 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;
- vi. 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;
- vii. 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 Flat which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;
- ix. 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 Association of the Allottees;
- x. 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;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property/ the said entire 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.

8. RIGHTS, DECLARATIONS, REPRESENTATIONS, COVENANTS AND OBLIGATIONS OF THE ALLOTTEE:

- i. The Allottee hereby unconditionally agrees that Promoter is entitled to implement the scheme of development in respect of the said entire land and shall be entitled to

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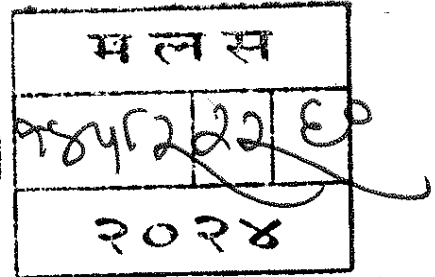
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construct any additional buildings and structures on the said entire land in accordance with the sanctions and approvals obtained from the local authorities inter alia the PMRDA from time to time and by consuming the said entire Development Potential of the said entire Land including on the additional land if acquired, as specified in the preceding clauses, and the Purchaser/s having satisfied himself thereof, acknowledges, accepts, understands and agrees that Promoter is fully entitled to carry out and implement the development of the said scheme and to carry out any alteration, variation, amendment and modifications thereof and in the layout, plans and specifications thereof and for making construction, as may be deemed necessary by Promoter without any dispute, protest or objection from the Purchaser/s. The Purchaser/s, either as Purchaser/s in respect of the said Flat or as member of the Corporate Body, agrees not to raise any dispute or objection to Promoter and/or its nominees implementing the said scheme of development of the said entire land and/or making and effecting construction on the said entire Land on any ground whatsoever, including that of any actual or perceived nuisance or annoyance etc. Provided, however, that the Promoter shall have to obtain prior consent in writing of at least two-thirds of the allottees in respect of variations or modifications which may adversely affect the Apartment of the Allottee of the said project, except any alteration or addition required by any Government authorities or due to change in law.

ii. From the receipt of the notice intimating the said flat is ready for occupation, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect charges towards the water, electricity charges, insurance, common lights, repairs, salaries of clerks, expenses for lift repairs and maintenance, bill collectors, chowkidars, sweepers, gardeners, security and all other expenses necessary and incidental to the management and maintenance of the said property and building/s constructed thereon. Until the Co-operative Society / body is formed and the Said Entire Land / the Said Property and building/s transferred to it, the Purchaser/s shall pay to the Promoter and / or any other third party / person / company/organisation appointed by the Promoter for the said purposes such proportionate share of outgoings as may be determined from time to time by the Promoter towards provisional monthly contribution towards the water, electricity charges, insurance, common lights, repairs, salaries of clerks, expenses for lift repairs and maintenance, bill collectors, chowkidars, sweepers, gardeners, security and all other expenses necessary and incidental to the management and maintenance of the said land and building/s constructed thereon. The Purchaser/s undertakes to pay in advance the provisional contribution towards quarterly maintenance expenses/towards the said outgoings for an initial period of 24 months by advance post dated cheques to the Promoter at the time of taking possession of the said flat at the rate of Rs. **4,694/-** (Rupees **FOUR THOUSAND SIX HUNDRED NINETY FOUR** Only) per month. In addition to the same, the purchaser shall also bear and pay his proportionate share towards the payment of all other taxes, levies, assessments in respect of the said flat and the Said Property as may be levied from time to time by the concerned authorities. The provisional monthly contribution towards maintenance will be revised/ determined by the Promoter from time to time. The Purchaser agrees to pay such provisional monthly contribution towards the maintenance expenses as may be determined by the Promoter from time to time.







iii. The Purchaser/s shall use the Flat or any part thereof, or permit the same to be used only for the legitimate purpose approved under the building plans and permitted by the local authority. He/She/ They shall use the parking space only for the purpose of keeping or parking the Purchaser's own vehicle/s.

9. The Promoters have hereby declared, as is required under the MOFA and RERA that the precise nature of the ultimate body to be formed shall be a Co-operative Housing Society of the said building project will be formed by the Promoter.

9a) On the Promoter allotting/accepting the booking of 51% of the total units in the said Project and the Promoter shall within Three Months of allotting 51% of the total units form Co-operative Housing Society of the said building project.

9b) The Purchaser/s along with other purchasers of Flats in the building/s shall join in forming and registering the Co-operative Housing Society of the Said Building Project to be formed and registered by the Promoter in their absolute discretion, and shall file from time to time and execute the applications 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/s, including the bye-laws of the proposed Co-operative Society and duly fill in, sign and return to the Promoter within time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, unless it is required by the Registrar or any other Competent Authority.

10. The Purchaser/s or himself/herself/themselves with intention to bring all persons into whosoever hands the Flat may come, doth hereby covenant with the Promoter as follows for the said Flat and also for the building in which the said Flat is situated :-

a) To maintain the Flat at Purchaser's own cost in good tenable repair and condition from the date of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated, staircase or any passages which may be against the rules regulations or bye-laws of concerned local or any other authority or change / alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof.

b) Not to store in the Flat / building / surrounding area 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 said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of building in which the said Flat is situated, including entrances of building in which the said Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

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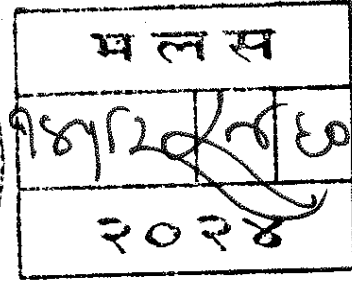


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- c) To carry at his/her/their own costs all the internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or cause to be done anything in or to the building in which the said Flat is situated or the said Flat which may be given, the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition to or alteration of whatsoever nature in or to the elevation and outside colour scheme of the building in which the said Flat is situated and shall keep the portion, sewers, drains, pipes in the Flat and 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 said Flat is situated and shall not chisel or any other manner damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Flat without the prior written permission of the Promoter and/or the Society as the case may be.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said Property and the building in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Said Property and the building in which the said Flat is situated.
- g) Pay to the Promoter within seven days of demand by the Promoter, his share of security deposit and expenses demanded by concerned local authority or Government in respect of the said flat.
- h) To bear and pay the local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or other public authority, on account of change of user of the Flat by the Purchaser/s viz. user for any purposes other than for the permitted purpose. The Purchaser agrees and undertakes to maintain and ensure the operations of the common facilities of the said building project, the common assets of the said building project by contributing required charges for same and as well as agree to contribute the charges to upkeep and to maintain and ensure the operations of the common facilities and common assets provided for the entire Scheme i.e. KUMAR PRAKRUTI.
- i) The Purchaser/s shall not let, sub-let, transfer, assign or part with Purchaser/s interest or benefit factor of this Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the

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Purchaser/s has/have intimated in writing to the Promoter and obtaining prior written permission from the Promoter for the same.

j) The Purchaser/s shall observe and perform all the rules and regulations and bye-laws which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society developed on the said property regarding the occupation and use of the said Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

k) Till a conveyance of the structure of the building in which the said Flat is situated and deed of conveyance of the land is executed by the Consenting Party in favour of the Society, the Purchaser/s shall not object the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Said Entire Land and the Said Property and building/s or any part thereof to view and examine the state and conditions thereof. The Promoter shall have such right to enter into and upon the Said Entire Land and the Said Property/building/Flat even after the Purchaser/s is/are put into possession of the said Flat, during the statutory defect liability period.

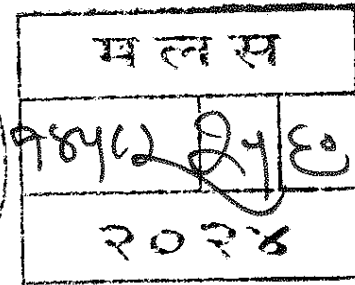
11. The Promoter herein has obtained sanction of the building/s plan/s to be or constructed on the Said Property and the Promoter herein shall construct the said building/s on the Said Property in accordance with the plans, designs, specifications, revised plans approved by PMRDA and which have been seen and approved by the Purchaser/s, with only such variations and modifications as the Promoter may consider necessary or as may be required by PMRDA.

11a) The Promoter hereby agree to observe and perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority. In the event of there being any change in the zoning/other laws that may directly or indirectly affect the development as a result of something beyond the control of the Promoter, the Promoter shall not be held liable.

11b) The Promoter hereby agrees that before handing over possession of the said Flat to the Purchaser/s, and in any event, before execution of deed of conveyance of the Said Entire Land / the Said Property and ownership rights of the construction carried out on the Said Property in favour of the Society, Promoter shall make full and true disclosure of the nature of the title of the Said Property and building constructed upon it, as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said property and shall as far as practicable ensure that the said property is free from all the encumbrances, so as to enable the Consenting Party to convey, to the said Society such absolute clear and marketable ownership rights in the said property and buildings constructed upon it. Before execution of this agreement the

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Promoter has also given inspection of all the original documents and given certified true copies of all other documents to the Purchaser/s as required by law. The Purchaser/s has/have independently satisfied himself / herself / themselves about the authority of the Promoter to construct the said building and title to the said property. The Purchaser/s hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter to enter into this agreement.

12. The Promoter alone shall have full rights of disposal/ alienation / transfer of Flats / tenements / construction resulting from the said residual/ additional F. S. I. and for FAR/TDR and the Purchasers/Acquirers of the said Flats / tenements etc. shall be entitled to get membership and admission into the Society, upon the necessary instruction/nomination from the Promoter.

12a) The Promoter may in their discretion construct subject to building bye-laws and Applicable Rules any permissible structure or construction in the nature of community hall or temple or sanatorium etc., in the open space or recreation space of the said project.

13. The Purchaser/s is/are aware that the common layout plan of the Said Entire Land and the building plans of the said building project being developed on the Said Property i.e. the project land are sanctioned by PMRDA and as such F. S. I. / TDR that may be consumed while constructing the said building project on the portion of the said property may be more or less than the area of the said property / of land and may not be in proportion to the F.S.I. / TDR consumed thereon so also some of the common amenities like gutters, sewage, electric cables, garden roads, open space etc. are commonly provided for all buildings constructed or to be constructed and that the Promoter cannot sub-divide the said portion. The Purchaser/s shall not insist upon nor shall the Promoter be liable and/or responsible to obtain sub-division in respect of the said portion.

13a) The Purchaser/s is/are aware of the fact that the Promoter have undertaken the work of development of the said property, and as such, the Promoter are at liberty to provide common water line/s, road/s, common open space for all together or may provide at their choice and as per their convenience one or more separate water line/s or road/s. The Purchaser/s shall not have any objection of whatsoever nature for either the common or separate use of the water line, drainage line, roads, open space/s and in the common areas reserved for common use.

13b) The Purchaser/s is/are hereby prohibited from raising any objection in the matter of allotment or sale of Flat etc. in the said property 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 local authority in the concerned locality in the said property.

13c) The Purchaser/s shall not be entitled to at any time demand partition of his interest in the said plot and the building or buildings to be constructed thereon is



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imparitable and it is agreed that the Promoter shall not be liable to execute any deed or any other document in respect of the said flat in favour of the Purchaser/s.

13d) The Promoter alone shall be entitled to claim and receive compensation for any portion of the land and. building/s that may be notified for set back / reservation and claim the F. S. I. /TDR and compensation available for areas under road/notified reservation prior to the Final Conveyance in favour of the proposed Society/ body.

14. The Purchaser covenants and undertakes that they shall be duty bound and under obligation to permit the Promoter and/or the authorized representative of the ultimate body formed to, without let or hindrance, allow right of ingress or egress for laying and/or repairing and/or servicing the common service connections and other paraphernalia situated within the Said Entire Land and the Said Property.

14a) The Purchaser/s hereby irrevocably consents and authorizes the Promoter to represent him/her/them in all matters regarding property tax assessment and reassessment before the concerned local Authorities and decisions taken by the Promoter in this regard shall be binding on the Purchaser/s. The Promoter may till the execution of the Final Conveyance Deed represent the Purchaser/so and his/ her/their interest and give consent, NOC's and do all the necessary things in all departments of, Road, Water, Building Tax Assessment, Government & Semi-Government, M.S.D.C., PMC etc. on behalf of the Purchaser/s and whatever acts so done by the Promoter on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s.

15. CONVEYANCE: Promoter hereby agrees the Deed of Conveyance/s of the respective Structure/s / the respective building/s which are forming the part of the Co-operative Society/ies excluding the basement and podium will be executed by the Promoter in favour of the Co-operative Society of the said project within 3 (Three) months from date of receipt of issue of Occupancy Certificate of the Said building Project.

16. The Conveyance Deed in respect of the Said Property will be executed by the Consenting Party in favour of the Society of the said building project constructed on the Said Property within a period of 3 months from the date of issue of Final Completion Certificate in respect of the Said Building Project.

16a) It is specifically agreed and declared that the deed of conveyance of the said property and buildings constructed upon the Said Property, in favour of the Society shall contain such covenants as may be necessary in the circumstances of the case. It shall inter alia contain:

i. A covenant by Purchaser/s to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of such stipulations and restrictions.

ii. A declaration that the Promoter shall has unfettered right to the full, free and complete right of way and means of access over, along and under all internal access

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roads at all times and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the Said Entire Land and the said property (and the neighbouring lands) and if necessary to connect the drains, pipes, cables etc., under, over or along the land appurtenant to each and every building in the said layout.

iii. Such provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the said premises hereby agreed to be sold into whose hands whomsoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to hereinabove.

iv. A declaration that the Purchaser shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighboring or adjoining premises of the Promoter for building or other purposes and a declaration that the access and user of the light and air to and for the residential Flats / tenements etc. purchased by the purchaser is enjoyed under the express consent of the Promoter.

17. The Advocates for the Promoter shall prepare, engross and approve all documents which are to be or may be or may be executed in pursuance of this Agreement with respect to final conveyance as stated above. All costs, charges and expenses in connection with formation of the aforesaid Society permissions and/or sanction under any other law for the time being in force and premium, if any, payable therefor as well as the costs of preparing engrossing, stamping and registering all the deeds or any other assurances, documents including the registration and stamp duty payable on this Agreement required to be executed by the Promoter and / or the Purchaser as well as the entire professional costs of the said Advocates of the Promoter in preparing and approving all such documents shall be borne and paid by the Society or proportionately by all the Purchaser of premises in the said property. The Promoter shall not contribute anything towards such expenses. The proportionate share as determined by the Promoter of such costs, charges and expenses payable by the Purchaser/s shall be paid by him/ her/it/them immediately on demand.

17a) Provided that, after conveying the title to the association of allottees under section 17 of RERA, the promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any flats, tenements, units, offices, shops, and other premises as are permitted to be constructed on the Said Entire Land and to receive the consideration of the units which is still not sold or allotted and shall be allowed to do so by the association of allottees without any restriction or entry of the building and development of common areas. Provided further that, in such case, the promoter shall be permitted the entry of premises of the building and common areas

18. 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

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structure of the building is transferred to the Society until the project land is transferred to the Society/Body as hereinbefore mentioned

19. Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms of this Agreement, or any forbearance or giving of time to the Purchaser/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter.

20. The Promoter shall have a first charge and lien on the said Flat in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement.

21. It is specifically understood that the brochure/s, advertisements published by the Promoter from time to time in respect of the scheme is just an advertisement material and contains various features such as furniture layout in the tenement vegetation and plantations shown around the building / Schemes, vehicles etc. to increase the aesthetic value only and are not facts. These features /amenities are not agreed to be developed/provided.

22. The Promoter shall be entitled to create encumbrance over the Said Entire Land or the said property or lease, allot, give on license any portion of the said property/the said entire land to any Government / Semi Government Authorities / Local Authority / M.S.E.D.C.Ltd., any other private company, etc. for operational services such as electricity, water, drainage, roads, access, telephone, disc antenna, cable T.V. etc. The Purchaser/s shall not be entitled to raise any objection or grievance of any manner whatsoever in respect of the same.

23. The Promoter has not undertaken any responsibility nor have they agreed anything with the Purchaser/s orally or otherwise and there is no implied Agreement or covenant on the part of the Promoter other than the terms and conditions expressly provided under this Agreement.

24. The name of the Project / scheme will be KUMAR PRAKRUTI. The Purchaser and the proposed Co-operative Society shall not change, alter or modify the said name without the prior written consent of the Promoter at any time. The Purchaser/s shall keep the front side and the rear elevation of the said building or building/s or other structures in which the said premises are situated in the same position only as the Promoter construct and shall not at any time alter the position of the said elevation in any whatsoever without the consent in writing of the Promoter. If the Purchaser/s or any other Purchaser/s of the other premises desire/s to put any grills or any windows on other places and/or desires to put Air Conditioners, the same shall be according to the design supplied by the Promoter and in such places or in such manner as may be directed by the Promoter.

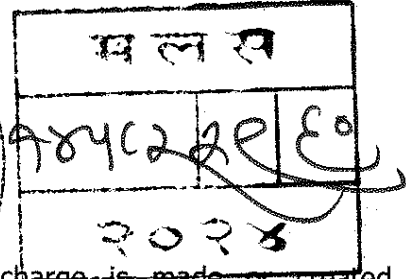
25. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

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the Said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser.

26. ASSIGNMENT : The Promoter may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Said Building Project in accordance with the Relevant Laws. On such transfer, the assignee or transferee of the Promoter shall be bound by the terms and conditions herein contained.

27. BINDING EFFECT : Forwarding this Agreement to the Allottee/Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser / 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, the booking / application of the Allottee for allotment of the said flat shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

28. 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 flat, as the case may be.

29. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

30. 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 Allottees of the said flat, in case of a transfer, as the said obligations go along with the said flat for all intents and purposes.

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

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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.

32. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the said flat to the total carpet area of all the flats in the Project.

33. 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.

34. That all notices to be served on the Purchaser/s 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 Allottee : **MR. VIJAY DATTU VEER**
MRS. SEETA VIJAY VEER

(Allottee's Address) : **FLAT NO. 502, LAXMI GARDEN, PHASE 1, A-WING,**
DESHMUKHWADI, SHIVNE, PUNE - 411023.

Notified Email ID : vijayveer@britindia.com

M/s Promoter name : **KUMAR PROPERTIES GOVIND SHREE RELATORS LLP**

(Promoter Address) : **KUMAR CAPITAL, 2413, EAST STREET CAMP,**
PUNE - 411 001.

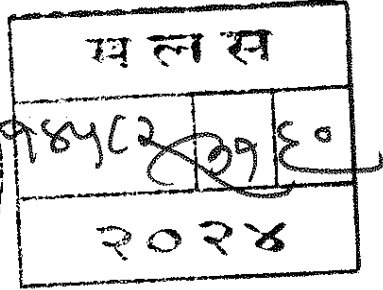
Notified Email ID : sales@kumarworld.com

35. It shall be the duty of the Purchaser 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 Purchaser/s as the case may be.

36. JOINT ALLOTTEES:- That in case there are Joint Allottees / Purchasers all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to

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consider as properly served on all the Purchaser/s

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

37a) **Place of Execution:** - The Purchaser/s shall present this agreement at the concerned office of the Sub Registrar, Haveli Pune for registration within the time prescribed by the Registration Act and upon intimation thereof by the Purchaser/s, the Promoter shall attend such office and admit execution thereof. The Promoter shall comply with the directions and stipulations contained in The Real Estate (Regulation And Development) Act, 2016 and the Rules therein contained as amended from time to time and shall also comply with the notifications and circulars there under. The Allottee shall also accordingly be bound by the same.

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

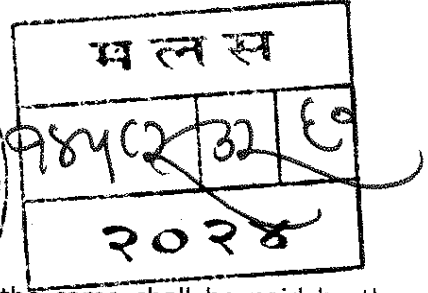
38. DISPUTE RESOLUTION: Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the MAHA RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

39. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Pune will have the jurisdiction for this Agreement.

40. APPLICABILITY OF MAHARASHTRA OWNERSHIP FLATS [REGULATIONS OF THE PROMOTION OF CONSTRUCTION SALE, MANAGEMENT & TRANSFER] ACT, 1963 OR ANY AMENDMENT THERETO.

Except otherwise mentioned and provided herein, this agreement shall always be subject to the provisions of the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and rules amendments made there under from time to time.

41. STAMP DUTY: The stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule I Article 25 (d). The Purchaser/s herein has/have paid stamp duty of Rs. **3,76,700/-** (Rupees **THREE LACS SEVENTY SIX THOUSAND SEVEN HUNDRED** Only) and registration fees of Rs. **30,000/-** (Rupees **THIRTY THOUSAND** Only). The Purchaser/s hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the deed of conveyance which is to be executed by the Promoter in favour of the Society/Common Organization of the Purchaser/s of the Flats / tenements in the said building project, in which the Purchaser/s will be the member in respect of the said Flat. If additional stamp duty and / or registration fee is required to



be paid at any time or at the time of conveyance the same shall be paid by the Purchaser/s only.

**SCHEDULE – IA ABOVE REFERRED TO
(Description of the Said Entire Land)**

All that piece and parcels of the portion of land admeasuring 43 Ares i.e. 4300 sqmtrs. out of the area of 5400 sqmtrs. from and out of the total area of the land bearing Survey No. 270 Hissa No. 2 totally admeasuring 2 Hectares – 74 Ares (including pot kharaba) lying and being at revenue Village - Bhugaon, Taluka - Mulshi, District –Pune, within the limits of Pune Metropolitan Regional Development Authority (PMRDA) and within the Registration District Pune, Sub District – Taluka - Mulshi, is bounded as follows-

- On or towards East - Survey No. 270/3/4/C (Part)
- On or towards South - Survey No. 270/2 (Part) and Property of Mr. Rajendra Goyal
- On or towards West - Survey No. 271
- On or towards North - Survey No. 270/2 (Part) Property of Mr. Gulab Laxman Sanas adjacent to Pune Paud Road alongwith right of access/way by North-South, 12 Meter Road from Survey No. 270/2 (Part)

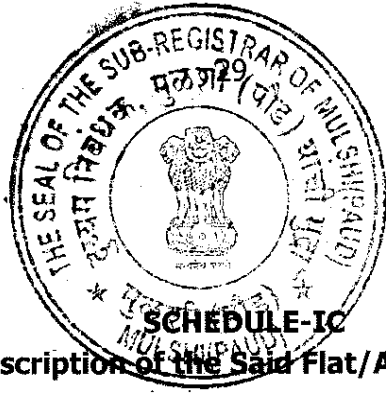
**SCHEDULE – IB ABOVE REFERRED TO
(Description of the Said Property)**

All that pieces and parcels of the portion of land admeasuring 3548.75 sqmtrs. out of the larger area of land admeasuring 4300 sq.mtrs. out of the area of 5400 sqmtrs. from and out of the total area of the land bearing Survey No. 270 Hissa No. 2 totally admeasuring 2 Hectares – 74 Ares (including pot kharaba) lying and being at revenue Village - Bhugaon, Taluka - Mulshi, District –Pune, within the limits of Pune Metropolitan Regional Development Authority (PMRDA) and within the Registration District Pune, Sub District – Taluka - Mulshi, is bounded as follows-

- On or towards East - Survey No. 270/3/4/C (Part)
- On or towards South - Survey No. 270/2 (Part) and Property of Mr. Rajendra Goyal
- On or towards West - Survey No. 271
- On or towards North - Survey No. 270/2 (Part) Property of Mr. Gulab Laxman Sanas adjacent to Pune Paud Road alongwith right of access/way by North-South, 12 Meter Road from Survey No. 270/2 (Part)

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Description of the Said Flat/Apartment

Flat No. : **601**
Carpet area : **61.50** Sq. mtrs.
Floor : **SIXTH**

In addition to the above mentioned carpet area of the Said Flat an exclusive balcony admeasuring **8.20** sq.mtrs. and Dry Balcony admeasuring **2.10** Sq.mtrs. is appurtenant / attached to the said flat for the exclusive use of the Allottee / Purchaser herein.

SCHEDULE-II

COMMON AREAS AND FACILITIES

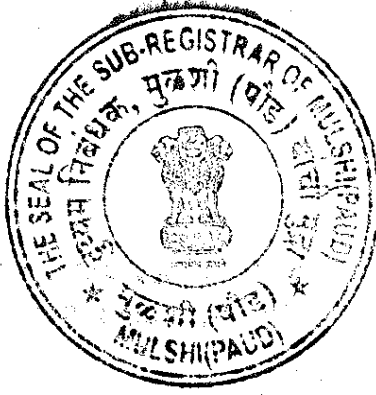
I. COMMON AREAS :

- (i) Open Space shown as open space in the sanctioned layout plan.
- (ii) Staircase/s landings of all buildings are for the common use of the occupants and/or the Purchasers in the respective buildings.

II. COMMON FACILITIES :

- 1) RCC framework structures of the building/s.
- 2) Drainage and water line network and Sewage treatment plant.
- 3) Plants and trees planted or to be planted in the open space around the building/s.
- 4) Electric meters and water meter connected to common lights, water connections, pump sets, etc.
- 5) Light points on the internal road, light points outside the building and in the staircase/s as well as in car park.
- 6) Overhead water tank and underground water tank shall be common along with the pump set.
- 7) Right to use internal roads, drainage lines, water lines, service lines.

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED]

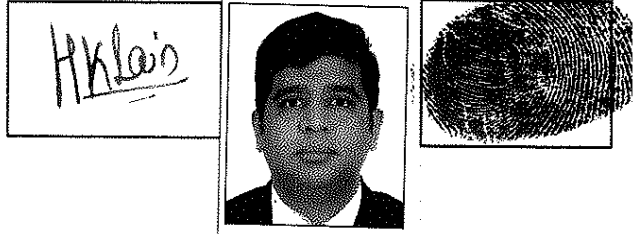
by the within named Promoter]

Kumar Properties Govindshree Realtors LLP]

Through its DESIGNATED PARTNER/
 authorized signatory]

SHRI HITESH KEWALKUMAR JAIN]

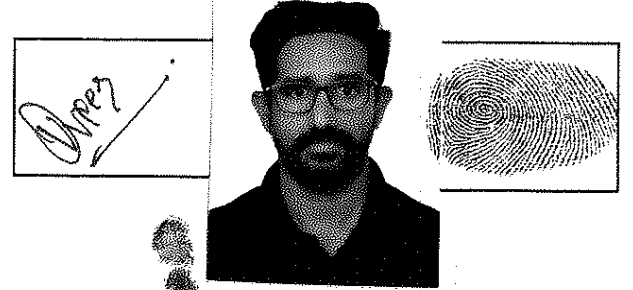
"THE PROMOTER"]



SIGNED, SEALED AND DELIVERED]

by the within named Purchaser/s]

MRS. VIJAY DATTU VEER]



MRS. SEETA VIJAY VEER]

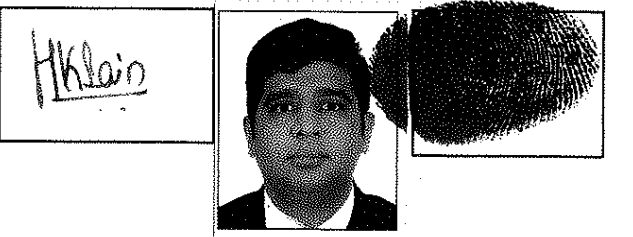


SIGNED, SEALED AND DELIVERED]

by the within named Consenting Party]

through their duly constituted attorney]

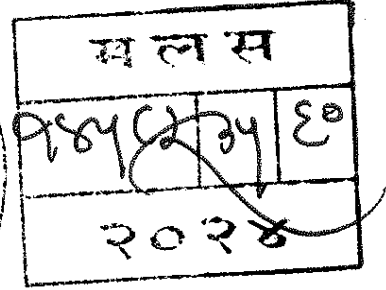
SHRI HITESH KEWALKUMAR JAIN]



In the Presence of:

1. Sign :
 Name : **MR. NAVNATH THOMBARE**
 Add. : Uruli Devachi, Pune – 412308.

2. Sign :
 Name : **MR. SANJAY SHAH**
 Add. : N.I.B.M. Road, Kondhwa Khurd,
 Pune – 411048.



Annexure "B"

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

Annexure "C-1"

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

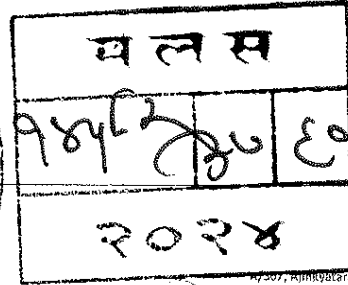
Annexure "D"

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

Annexure "F"

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

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ANIL VAIDYA
(B.Com.LL.B.)
ADVOCATE

A/307, Ajinkytara Apartment,
Sinhgad Road, Dattawadi,
Pune-411030.

A/307, Ajinkytara Apartment,
Sinhgad Road, Dattawadi,
Pune-411030.

Ref. No.:

Date:

F. Subsequently as per the sale deed dated 8.5.2003 which is registered with Sub Registrar Mulshi, at Sr No. 2190/2003, the said Mr. Gulab Laxman Sanas (with his family members joining as consenting parties) sold defined portion of land admeasuring 20 R out of captioned S. No. 270/2 of Bhugaon to Mr. Madhav Kashinath Kirloskar. In view thereof Mr. Gulab Laxman Sanas thereafter continued to retain as owner/holder only the balance land admeasuring 54 R (including 2R potkaraba) out of captioned S. No. 270/2 of Bhugaon. Mutation Entry No. 5172 certified by Circle Officer relates to recording of name of Mr. Madhav Kashinath Kirloskar.

G. In related to Revenue records in sequence to the aforesaid sale transaction entries Nos. 5177, 5495, 5686 and 5726 relate to recording of change of citizen Cooperative Bank Ltd. (on the land so purchased) as security for loan availed by said Mr. Madhav Kirloskar from said Bank and subsequent deletion of the charge of the said Bank on repayment of the said loan, and those do not relate to and/or relevant for this report on subject property. Similarly Mutation Entry No. 5668 relates to subsequent sale of the aforesaid land admeasuring 20 R by Mr. Madhav Kirloskar to Mr. Rajendra Kishorilal Goyal and consequent recording of the name of said purchaser, which also does not relate to and/or relevant for this report on subject property. The said transaction is mutated by passing Mutation Entry No. 5668.

Incidentally, perusal of Mutation entries Nos. 2027, 2072 and 5456 reveals that those do not relate to S. No. 270/2 of Bhugaon.



Ref. No.:

Date:

H. The said Mr. Gulab Laxman Sanas and members of his family have executed Development Agreement dated 6.11.2017 with Kedar Vanjape Realty LLP (a limited liability Partnership having its registered office at 302, Arc Mestro, Ghole Road, Shivjainagar, Pune: 411004 through its designated partner Mr. Amit Rajendra Bahirat) in respect of the said property, which is duly registered with Sub Registrar Mulshi at Sr No. 3584/2017. In furtherance of the said Development agreement, Mr. Gulab Laxman Sanas and members of his family have executed Power of Attorney in favour of Kedar Vanjape Realty LLP, which is registered with Sub Registrar Mulshi at Sr No. 3585/2017. A correction deed dated 03.12.2018 to the aforesaid Development Agreement is also executed with Sub Registrar, Mulshi at Sr No. 493/2018 for recording correct boundaries of the subject property.

I. Incidentally, it also reveals that Mrs. Varsha Vilas Choundhe (married daughter of Gulab Laxman Sanas) has executed Release Deed in favour of her father Mr. Gulab Laxman Sanas and brothers Umesh and Ramesh, which is registered with Sub Registrar Mulshi - 2 at Sr. No. 658/2018.

J. Thereafter Mr. Gulab Laxman Sanas and members of his family have executed Deed of Cancellation dated 27.09.2021 with Kedar Vanjape Realty LLP (a limited liability Partnership having its registered office at 302, Arc Mestro, Ghole Road, Shivjainagar, Pune: 411004 through its designated partner Mr. Amit Rajendra Bahirat) in respect of the said property, which is duly registered with Sub Registrar Mulshi at Sr No. 8522/2021.

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ANIL VAIDYA
(B.Com.LL.B.)
ADVOCATE

A/307, Ajinkytara Apartment,
Sinhgad Road, Dattawadi,
Pune-411030.

A/307, Ajinkytara Apartment,
Sinhgad Road, Dattawadi,
Pune-411030.

Ref. No.:

Date:

K. Then thereafter said Mr. Gulab Laxman Sanas and members of his family have executed Development Agreement dated 8.10.2021 with Kumar Govindshri Realty LLP, having office at 2413, East Street Camp Pune through its designated partner Mr. Amit Rajendra Bahirat & others in respect of the said property, which is duly registered with Sub Registrar Mulshi at Sr No. 8523/2021. In furtherance of the said Development agreement, Mr. Gulab Laxman Sanas and members of his family have executed Power of Attorney in favour of Kumar Govindshri Realty LLP, which is registered with Sub Registrar Mulshi at Sr No. 8524/2021.

L. By the said Development agreement the possession of the said property also stands delivered to Kumar Govindshri Realty LLP. As per the said Development Agreement 35% of total FSI of proposed construction on the said property is retained by said Mr. Gulab Laxman Sanas and members of his family and in consideration of construction thereof by Kumar Govindshri Realty LLP for the said owners, and Kumar Govindshri Realty LLP are entitled to balance 65% of the FSI of proposed construction (in the proposed scheme of joint development as more particularly detailed in the said Development Agreement dated 8.10.2021).

Thus Mr. Gulab Sanas is the owner and Kumar Govindshri Realty LLP having its registered office, East Street, Pune are sized and possessed of and otherwise well and sufficiently entitle for carrying the joint development of the said property and construction of buildings thereon with their shares in FSI in proposed construction as aforesaid.



ANIL VAIDYA
(B.Com.LL.B.)
ADVOCATE

A/307, Ajinkytara Apartment,
Sinhgad Road, Dattawadi,
Pune-411030.

Ref. No.:

Date:

4) **OPINION ON LAND RELATED PERMISSIONS:**

Zone Certificate:

I have perused zone certificate of the above-mentioned Gat Number which is issued by Pune Metropolitan Regional Development Authority (PMRDA), Pune vide no. PMRDA/Bhugaon/Mulshi/Pune/270/12997/dated 05/04/2017. The said property comes into agriculture no development zone.

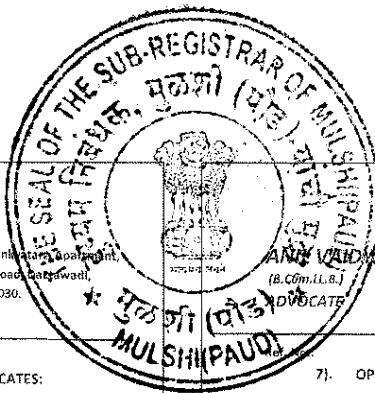
From the Zone certificate it reveals that S. No. 270 of Bhugaon is in Agriculture and No Development Zone and affected by proposed roads. I have also been furnished measurement plans (Demarcation) vide No. 307/2002 relating to S. No. 270/2 and 270/5 of Bhugaon. From the perusal of the said record it seems that, the subject property is not affected. The access/way by North South 12 mtrs road (through property of Gulab Laxman Sanas adjacent to Pune Paid Road in S. No. 270/2) is also available to the subject property under the provisions of aforesaid Development agreement. Urban Land Ceiling and Regulation Act, 1976 now stands repealed and even otherwise not applicable while in force to the instant agriculture land.

Property Tax/Grampanchayat Tax:-

Property/Grampanchayat tax assessments are raised in the name of Mr. Gulab Laxman Sanas for the year 2021-22.

7





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ANIL VAIDYA
 (B.Com.II.B.)
 ADVOCATE

A/307, Ajinkyatara Apartment,
 Sinhgad Road, Dattawadi,
 Pune-411030.

ANIL VAIDYA
 (B.Com.II.B.)
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 Sinhgad Road, Dattawadi,
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Ref. No.:

Date:

5). OPINION ON PHYSICAL SEARCH / ENCUMBRANCE CERTIFICATES:

Search of Index II registers with respect to the above said property has been carried out by me and my colleague Advocate for the last 30 years i.e. from 1993 to 2022 till date at the Offices of the Joint Sub Registrar Mulshi and also initiated online search for the period between 2002 to 2022. The search was conducted vide Receipt No. MH01163736202122E dated 01/01/2022.

For the year 1993 to 2001, some registers are not in good condition and many pages of these registers are in torn condition and not readable and a number of pages are missing. Apart from these registers, registers for the other years were not traceable and hence could not be checked.

As per available and readable pages, I have not found any adverse transaction in respect of the said property.

6). PUBLIC NOTICE:

The Public Notice in respect of the said property is published in Daily Prabhat on 22/6/2017 which is published by Advocate Sunil V. Zunjarrao, Pune. In response to the said public Notice no one has taken any objection in the given period. As such Advocate Sunil V. Zunjarrao has given No objection letter dated 17/03/2018.



8

Date:

7). OPINION ON REVENUE RECORDS WITH LAND AREA:

All available revenue records are in proper sequence and are in the name of Mr. Gulab Laxman Sanas.

CONCLUSION/FINAL TITLE CERTIFICATE

I have gone through the documents / title deeds relating to the said property and I hereby certify, the documents of title referred to with respect of Survey No. 270/2 admeasuring 00 Hect. 43 Are i.e. 4300 sq. mtrs. being part of Survey Number 270, Hissa No. 2, totally admeasuring 00 Hect. 72 Are plus potkharaba 00 Hect. 02 are totally admeasuring 00 Hect. 74 Are, which is situated at Village Bhugaon, Taluka: Mulshi District: Pune is evidence of title and having clear and clean title.

I further hereby certify that:-

- 1) The said property is having clean, clear and marketable title.
- 2) I hereby certify that Mr. Gulab Laxman Sanas is the owner of the said property and Gulab Laxman Sanas and others entered Development Agreement and Power of Attorney with M/s. Kumar Properties Govindshri Realtors LLP for development of residential project.

A. A. Vaidya
 Advocate

9

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ANNEXURE A

DESCRIPTION OF COPIES OF DOCUMENTS RECEIVED AND SCRUTINIZED:

For the purpose of investigation of the title of the said landed property, photocopies of the following documents were made available:

1. Copy of Sale Deed registered at Sr. No.2190/2003, Sub Registrar Mulshi Dated 8/5/2003 executed between Madhav Kashinath Kirloskar and Mr. Gulab Laxman Sanas, admeasuring area 00 Hect. 20 are.
2. Copy of Development Agreement registered at Sr. No.3584/2017, Sub Registrar Mulshi Dated 6/11/2017 executed between Mr. Gulab Laxman Sanas & others And Kedar Wanjpe Realty LLP, admeasuring area 00 Hect. 43 Are.
3. Copy of Power of Attorney registered at Sr. No.3585/2017, Sub Registrar Mulshi Dated 6/11/2017 executed between Mr. Gulab Laxman Sanas & others And Kedar Wanjpe Realty LLP, admeasuring area 00 Hect. 43 Are.
4. Copy of Release Deed registered at Sr. No.658/2018, Sub Registrar Mulshi-2 Dated 11/01/2018 executed between Varsha Vilas Chondhe and Mr. Gulab Laxman Sanas.
5. Deed of Cancellation at Sr. No.8522/2021, Sub Registrar Mulshi - Poud Dated 27/09/2021 executed between Mr. Gulab Laxman



10

Ref. No.:

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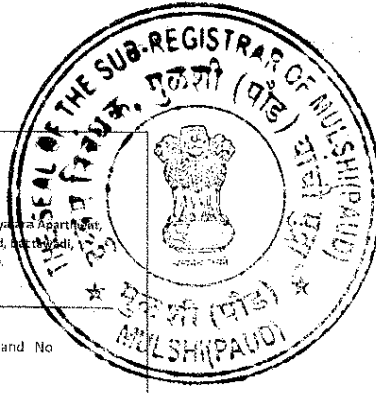
- Sanas & others And Kedar Wanjpe Realty LLP, admeasuring area 00 Hect. 43 Are.
6. Deed of Correction registered at Sr. No. 490/2018 Sub Registrar Mulshi Dated 02/02/2018 executed between Mr. Gulab Laxman Sanas & others And Kedar Wanjpe Realty LLP, admeasuring area 00 Hect. 43 Are.
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8. Copy of Power of Attorney registered at Sr. No.8524/2021, Sub Registrar Mulshi Dated 8/10/2021 executed between Mr. Gulab Laxman Sanas & others And Kumar Properties Govindshri Realtors LLP, admeasuring area 00 Hect. 43 Are.
9. 7/12 Extracts from 1993 to 2022.
10. All Mutation Entries.
11. Copy of Grampanchayat Tax receipt in the name of Mr. Gulab Laxman Sanas.
12. Copy of Government Demarcation dated 6/8/2014 vide M. R. No. 19281/2018.
13. Copy of Zone certificate vide no. PMRDA/Bhugaon/Mulshi/Pune/270/12997/dated 05/04/2017.



11

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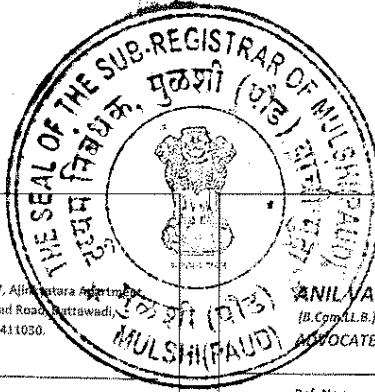
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Ref. No.:

Date:

- 14. Copy of Public Notice issued by Adv. Sunil Zunjarrao and No Objection Certificate issued by Adv. Zunjarrao.
- 15. Copy of Title Opinion issued by Adv. R. M. Semudra, Pune dated 17/03/2018.





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Ref. No.:

Date:

Ref. No.:

Date:

Date: 04.09.2023

TITLE AND SEARCH REPORT

To,

Kumar Properties Govind Shree Realtors LLP
2413, East Street, Camp, PUNE.

Subject: Scrutiny of title deeds and legal opinion in respect of right, title and interest in/to the immovable property described as under:-

1) **Description of the Property:-**

All that piece and parcel of land admeasuring 00 Hect. 43 Are i.e. 4300 sq. mtrs. Being part of Survey Number 270, Hissa No. 2, totally admeasuring 00 Hect. 72 Are plus potkharaba 00 Hect. 02 are totally admeasuring 00 Hect. 74 Are, which is situated at Village Bhugaon, Taluka: Mulshi, District: Pune, which is bounded by:

On or Towards East : Survey No. 270/3/4/C (Part)

On or Towards South: Survey No. 270/2 (Part) and Property of Mr.

Rajendra Goyal.

On or Towards West : Survey No. 271

On or Towards North: Survey No. 270/2 (Part) Property of Mr. Gulab Laxman Sanas adjacent to Pune Paud Road.



1

Along with right of access/way by North-South, 12 meter road from Survey No. 270/2 (Part), for permanent easementary purpose.

(For the sake of convenience, abovementioned property is hereinafter referred as 'The Said Property')

2) **DESCRIPTION OF COPIES OF DOCUMENTS RECEIVED AND SCRUTINISED:- As per Annexure - A.**

3) **HISTORY & TITLE FLOW OF THE SAID PROPERTY:**

From the perusal of the documents and papers above referred to information furnished and from the search caused of the record available in the Sub Registrar office Mulshi, the title to the said property mentioned above is traced as follows:

A. It appears that land interalia situate at Survey No. 270/2 of Bhugaon belonged to one MR. Laxman Hari Sanas being his share in ancestral/inherited/HUF property. Certified Mutation Entry No. 1839 relates to recording of Pune District Co-op. Land Development (Bhuvikas) Bank Ltd. as owner due to mortgage loan availed by said Mr. Laxman Hari Sanas from the said Bank.

B. Certified Mutation entry No. 1898 which is recorded consequent to death of Laxman Hari Sanas on 31.12.1973 relates to recording of names of his sons Bhagwan, Janardan, Gulab (with each having 1/4th share as per



2

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Date:

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Date:

'actual vaihwat') and other legal heirs in revenue records relating inter alia to S. No. 270/2. The said Mutation Entry No. 1898 also records that married daughters of late Laxman Hari Sanas having voluntarily released their rights.

C. It further reveals from certified Mutation Entry No. 3026 dated 24.10.1980 that aforesaid mortgage loan of Pune District Co-op. Land Development Bank Ltd. was repaid. Related 7/12 extracts also reveal recording names of the aforesaid said Bhagwan, Janardan, Gulab and other legal heirs of late Laxman Hari Sanas as the owners/holders (on repayment of the said mortgage loan).

D. Mutation Entry No. 3030 sanctioned by circle officer on 28.12.1983 records partition of properties (received by Bhagwan, Janardan, Gulab and other legal heirs of late Laxman Hari Sanas by legal heirs as aforesaid) as per the order of Tahsildar dated 8.12.1983 vide No. TALAM/WATAP/2/83, whereby property as captioned S. No. 270/2 of Bhugaon allotted to the exclusive share of Mr. Gulab Laxman Sanas.

E. Certified Mutation Entry No. 3126 and 5119 relate to corrections consequent to correction as per the order dated 6.7.1987 of Tahsildar Mulshi and further revision/phalanibara as per order passed by office of District Inspector Land Record, dated 24.01.2003 (in equal to Mojani No. 307/2002) and both confirming Mr. Gulab Laxman Sanas as owner/holder



3

Of captioned S. No. 270/2 of Bhugaon totally admeasuring 00 Hect. 74 Ares (including 2 Are potkharaba).

F. Subsequently as per the sale deed dated 8.5.2003 which is registered with Sub Registrar Mulshi, at Sr No. 2190/2003, the said Mr. Gulab Laxman Sanas (with his family members joining as consenting parties) sold defined portion of land admeasuring 20 R out of captioned S. No. 270/2 of Bhugaon to Mr. Madhav Kashinath Kiroloskar. In view thereof Mr. Gulab Laxman Sanas thereafter continued to retain as owner/holder only the balance land admeasuring 54 Are (including 2 Are potkaraba) out of captioned S. No. 270/2 of Bhugaon. Mutation Entry No. 5172 certified by Circle Officer relates to recording of name of Mr. Madhav Kashinath Kiroloskar.

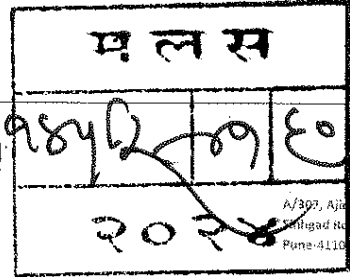
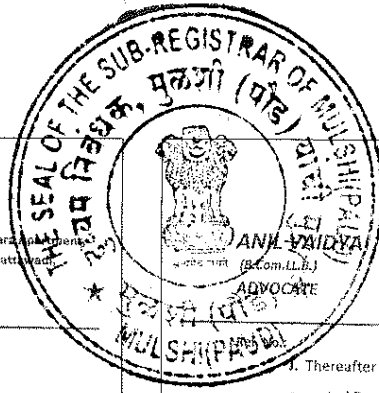
G. In related to Revenue records in sequence to the aforesaid sale transaction entries Nos. 5177, 5495, 5686 and 5726 relate to recording of change of citizen Cooperative Bank Ltd. (on the land so purchased) as security for loan availed by said Mr. Madhav Kiroloskar from said Bank and subsequent deletion of the charge of the said Bank on repayment of the said loan, and those do not relate to and/or relevant for this report on subject property. Similarly Mutation Entry No. 5668 relates to subsequent sale of the aforesaid land admeasuring 20 Are by Mr. Madhav Kiroloskar to Mr. Rajendra Kishorilal Goyal and consequent recording of the name of said purchaser, which also does not relate to and/or relevant for this report on



4

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Subject property. The said transaction is mutated by passing Mutation Entry No. 5668, incidentally, perusal of Mutation entries Nos. 2027, 2072 and 5456 reveals that those do not relate to S. No. 270/2 of Bhugaon.

H. The said Mr. Gulab Laxman Sanas and members of his family have executed Development Agreement dated 6.11.2017 with Kedar Vanjape Realty LLP (a limited liability Partnership having its registered office at 302, Arc Mestro, Ghole Road, Shivjainagar, Pune: 411004 through its designated partner Mr. Amit Rajendra Bahirat) in respect of the said property, which is duly registered with Sub Registrar Mulshi at Sr No. 3584/2017. In furtherance of the said Development agreement, Mr. Gulab Laxman Sanas and his family members have executed Power of Attorney in favour of Kedar Vanjape Realty LLP, which is registered with Sub Registrar Mulshi at Sr No. 3585/2017. A correction deed dated 03.12.2018 to the aforesaid Development Agreement is also executed with Sub Registrar, Mulshi at sr No. 490/2018 for recording correct boundaries of the subject property.

I. incidentally, it also reveals that Mrs. Varsha Vilas Choundhe (married daughter of Gulab Laxman Sanas) has executed Release Deed in favour of her father Mr. Gulab Laxman Sanas and brothers Umesh and Ramesh, which is registered with Sub Registrar Mulshi - 2 at Sr. No. 658/2018.



5

J. Thereafter Mr. Gulab Laxman Sanas and members of his family have executed Deed of Cancellation dated 27.09.2021 with Kedar Vanjape Realty LLP (a limited liability Partnership having its registered office at 302, Arc Mestro, Ghole Road, Shivjainagar, Pune: 411004 through its designated partner Mr. Amit Rajendra Bahirat) in respect of the said property, which is duly registered with Sub Registrar Mulshi at Sr No. 8522/2021.

K. Then thereafter said Mr. Gulab Laxman Sanas and members of his family have executed Development Agreement dated 8.10.2021 with Kumar Properties Govind Shree Realtors LLP, having office at 2413, East Street Camp Pune through its designated partner Mr. Amit Rajendra Bahirat & others in respect of the said property, which is duly registered with Sub Registrar Mulshi at Sr No. 8523/2021. In furtherance of the said Development agreement, Mr. Gulab Laxman Sanas and members of his family have executed Power of Attorney in favour of Kumar Govind Shree Realtors LLP, which is registered with Sub Registrar Mulshi at Sr No. 8524/2021.

L. By the said Development agreement the possession of the said property also stands delivered to Kumar Govind Shree Realtors LLP. As per the said Development Agreement 35% of total FSI of proposed construction on the said property is retained by said Mr. Gulab Laxman Sanas and members of his family and in consideration of construction thereof by Kumar Govind Shree Realtors LLP for the said owners, and Kumar Govind Shree Realtors LLP are entitled to balance 65% of the FSI of proposed construction on the



6

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Date:

proposed scheme of joint development as more particularly detailed in the said Development Agreement dated 8.10.2021).

M. Thereafter Mr. Gulab Laxman Sanas through POA holder Kumar Govind shree Realtors LLP through Mr. Amit R. Bahirat applied for NA order to Collector office, Pune. After verification and scrutiny of documents Collector office, Pune vide its order No. NA/SR/49/2022 dated 7.10.2022 issued NA order for property admeasuring 4300 sq. meters land and as such they have paid NA challan of Rs. 6020/-.

N. Then thereafter, Mr. Gulab Laxman Sanas through POA holder Kumar Govind Shree Realtors LLP through Mr. Amit R. Bahirat applied to Pune Metropolitan Regional Development Authority (PMRDA) Pune, for necessary permissions. After verification of documents, PMRDA issued Development permission and commencement certificate on 1.8.2023, vide No. DP/BMU/Bhugaon/S. No. 270/2/PRK 74/23-24/3575.

O. Thereafter, Pune Metropolitan Regional Development Authority (PMRDA) issued Height Elevation Certificate dated 31.01.2023 vide No. PMRDA/BP/SEC/2831/2022.

Thus Mr. Gulab Laxman Sanas is the owner of the said property having Suvey No. 270, Hissa No. 2 and Mr. Sanas joined hands with Kumar Properties Govind shree Realtors LLP having its registered office, East Street, Pune are sized and possessed of and otherwise well and sufficiently entitle for carrying the joint development of the said property and



7

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construction of buildings thereon with their shares in FSI in proposed construction as aforesaid.

In the circumstances said M/s. Kumar Govind shree Realtors LLP is absolutely entitled to implement ownership flats scheme on the above captioned land more particularly described in para 1 having survey No. 270, Hissa No. 2 admeasuring area 4300 sq. mtrs. Situate at Village: Bhugaon Taluka: Mulshi, District: Pune and dispose of Flat/Unit/Shop/Office to the intending buyers on ownership basis.

4) **OPINION ON LAND RELATED PERMISSIONS:**

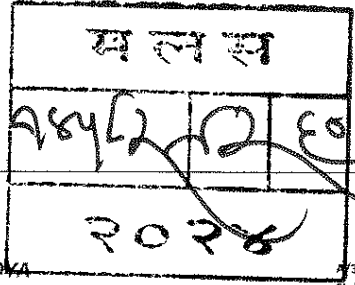
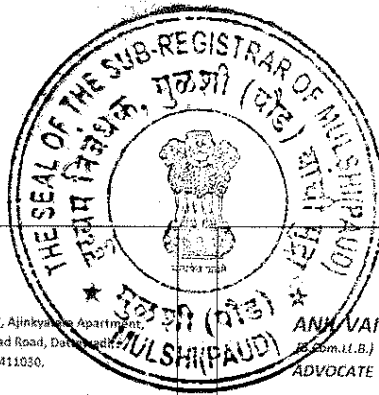
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From the Zone certificate it reveals that S. No. 270 of Bhugaon is in Agriculture and No Development Zone and affected by proposed roads. I have also been furnished measurement plans (Demarcation) vide No. 307/2002 and 19281/2018 relating to S. No. 270/2 and 270/5 of Bhugaon. From the perusal of the said record it seems that, the subject property is not affected. The access/way by North South 12 mtrs road (through property of Gulab Laxman Sanas adjacent to Pune Paud Road in S. No. 270/2 of Bhugaon)



8



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270/2) is also available to the subject property under the provisions of aforesaid Development agreement. Urban Land Ceiling and Regulation Act, 1976 now stands repealed and even otherwise not applicable while in force to the instant agriculture land.

Property Tax/Grampanchayat Tax:-

Property/Grampanchayat tax assessments are raised in the name of Mr. Gulab Laxman Sanas for the year 2021-22.

5). OPINION ON PHYSICAL SEARCH / ENCUMBRANCE CERTIFICATES:

Search of Index II registers with respect to the above said property has been carried out by me and my colleague Advocate for the last 30 years i.e. from 1993 to 2023 till date at the Offices of the Joint Sub Registrar Mulshi and also initiated online search for the period between 2002 to 2023. The search was conducted vide Receipt No. MH 011063736202122E and MH 006646162202324E.

For the year 1993 to 2001, some registers are not in good condition and many pages of these registers are in torn condition and not readable and a number of pages are missing. Apart from these registers, registers for the other years were not traceable and hence could not be checked.

As per available and readable pages, I have not found any adverse transaction in respect of the said property.



9

Ref. No.:

Date:

6). PUBLIC NOTICE:

The Public Notice in respect of the said property is published in Daily Prabhat on 22/6/2017 which is published by Advocate Sunil V. Zunjarrao, Pune. In response to the said public Notice no one has taken any objection in the given period. As such Advocate Sunil V. Zunjarrao has given No objection letter dated 17/03/2018.

7). OPINION ON REVENUE RECORDS WITH LAND AREA:

All available revenue records are in proper sequence and are in the name of Mr. Gulab Laxman Sanas.

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I have gone through the documents / title deeds relating to the said property and I hereby certify, the documents of title referred to with respect of Survey No. 270/2 admeasuring 00 Hect. 43 Are i.e. 4300 sq. mtrs. being part of Survey Number 270, Hissa No. 2, totally admeasuring 00 Hect. 72 Are plus potkharaba 00 Hect. 02 are totally admeasuring 00 Hect. 74 Are, which is situated at Village Bhugaon, Taluka: Mulshi District: Pune is evidence of title and having clear and clean title.

I further hereby certify that:-

- 1) The said property is having clean, clear and marketable title.
- 2) I hereby certify that Mr. Gulab Laxman Sanas is the owner of the said property and Gulab Laxman Sanas and others entered Development

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Date:

Agreement and Power of Attorney with M/s. Kumar Properties Govind Shree Realtors LLP for development of residential project.

A. A. Vaidya
A. A. Vaidya
Advocate

ANNEXURE A

DESCRIPTION OF COPIES OF DOCUMENTS RECEIVED AND SCRUTINIZED:

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2. Copy of Development Agreement registered at Sr. No.3584/2017, Sub Registrar Mulshi Dated 6/11/2017 executed between Mr. Gulab Laxman Sanas & others And Kedar Wanjpe Realty LLP, admeasuring area 00 Hect. 43 Are.
3. Copy of Power of Attorney registered at Sr. No.3585/2017, Sub Registrar Mulshi Dated 6/11/2017 executed between Mr. Gulab



11

Ref. No.:

Date:

Laxman Sanas & others And Kedar Wanjpe Realty LLP, admeasuring area 00 Hect. 43 Are.

4. Copy of Release Deed registered at Sr. No.658/2018, Sub Registrar Mulshi-2 Dated 11/01/2018 executed between Varsha Vilas Chondhe and Mr. Gulab Laxman Sanas.
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10. All Mutation Entries.

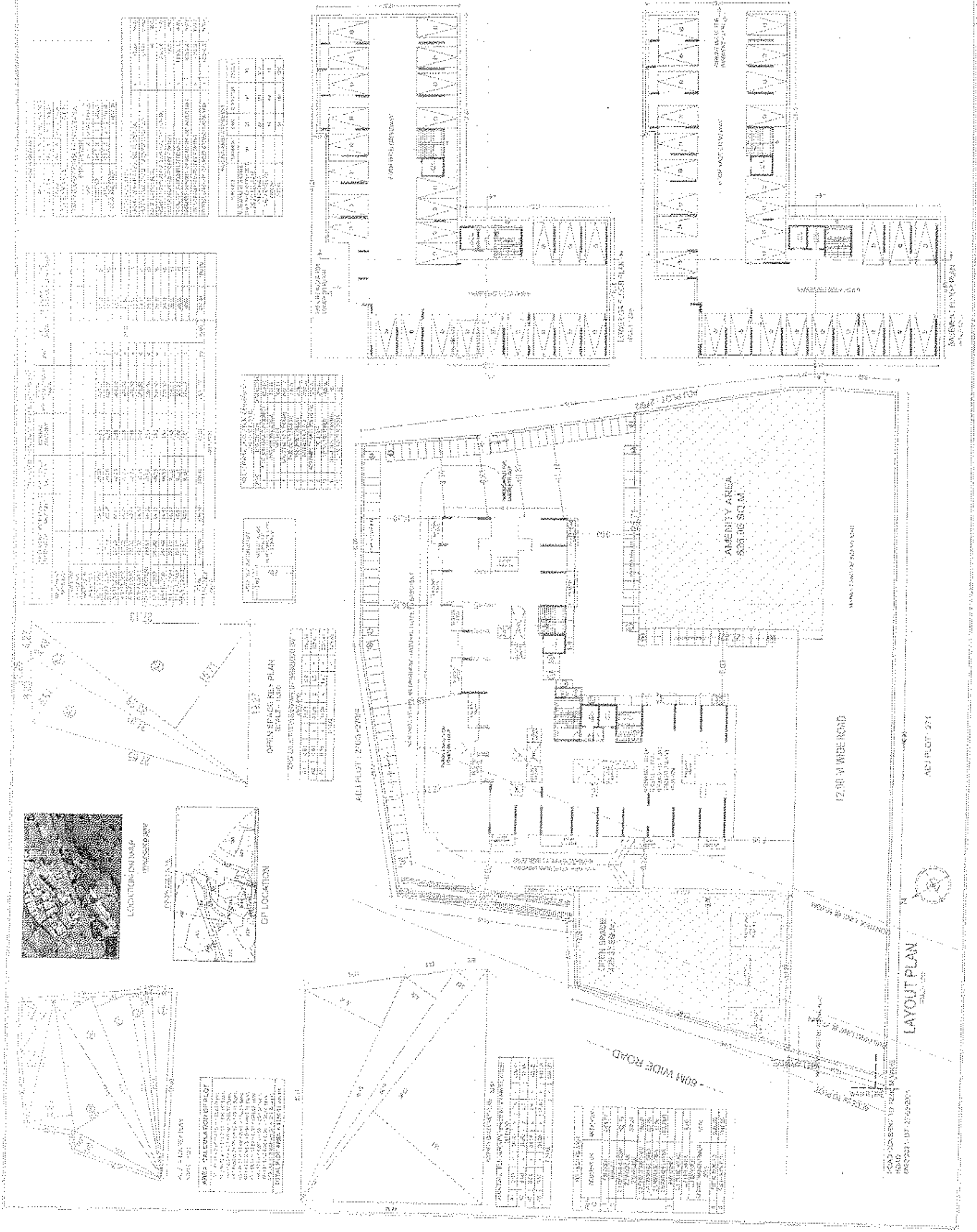


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ANNEXURE "C-1"



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ANNEXURE "D"

	X	0.50	1.0	=	0.50
	X	3.30	1.0	=	4.19
					= 102.18
					= 192.18
TOTAL					= 293.51

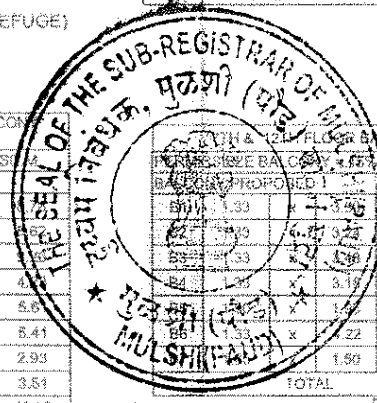
7TH & 12TH FLOOR KEY PLAN (REFUGE)

4TH, 5TH, 6TH, 8TH, 9TH, 10TH, 11TH FLOOR BALCONY STATEMENT

PERMISSIBLE BALCONY = 15% BALUP AREA = 48.54 SQ.M

BALCONY PROPOSED

B1	1.33	x	3.30	x	2.0	=	8.89
B2	1.33	x	3.24	x	2.0	=	8.69
B3	1.33	x	3.48	x	2.0	=	9.26
B4	1.33	x	3.18	x	1.0	=	4.19
B5	1.33	x	4.22	x	1.0	=	5.31
B6	1.65	x	1.83	x	2.0	=	5.94
B7	1.80	x	1.65	x	1.0	=	2.93
B8	1.80	x	1.95	x	1.0	=	3.51
TOTAL							= 46.35



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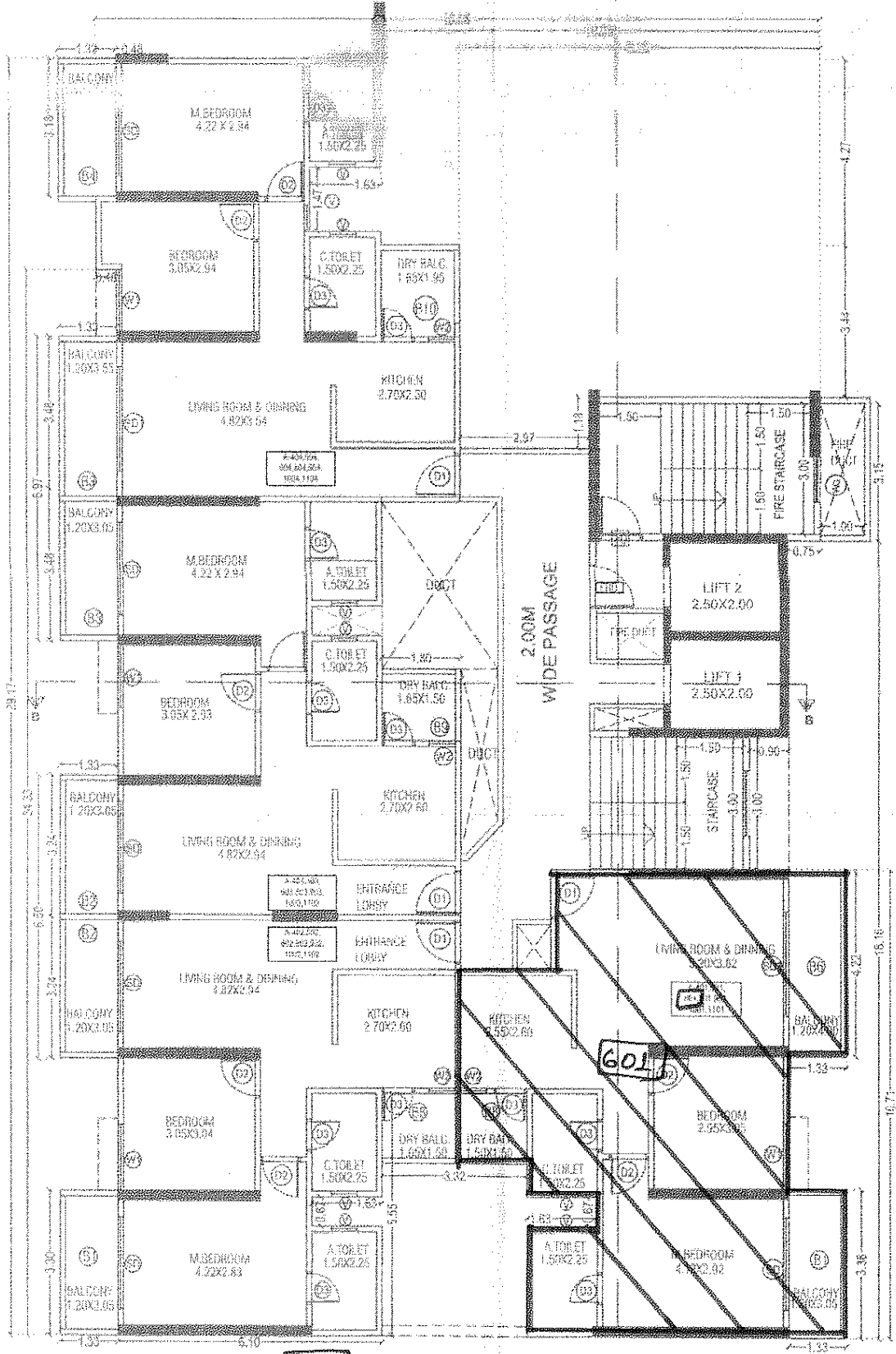
2028

7TH & 12TH FLOOR BALCONY STATEMENT

PERMISSIBLE BALCONY = 15% BALUP AREA = 44.63 SQ.M

BALCONY PROPOSED

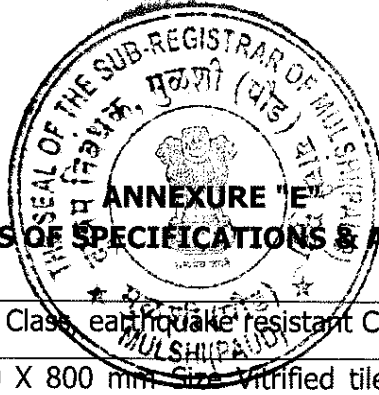
B9	1.33	x	3.30	x	2.0	=	8.89
B10	1.33	x	3.24	x	2.0	=	8.69
B11	1.33	x	3.48	x	2.0	=	9.26
B12	1.33	x	3.18	x	1.0	=	4.19
B13	1.33	x	4.22	x	1.0	=	5.31
B14	1.65	x	1.83	x	2.0	=	5.94
B15	1.80	x	1.65	x	1.0	=	2.93
B16	1.80	x	1.95	x	1.0	=	3.51
TOTAL							= 42.48



4TH, 5TH, 6TH, 8TH, 9TH, 10TH, 11TH FLOOR PLAN

Handwritten signatures and initials, including 'Datta' and '98'.

ANNEXURE 'E'
(DETAILS OF SPECIFICATIONS & AMENITIES)

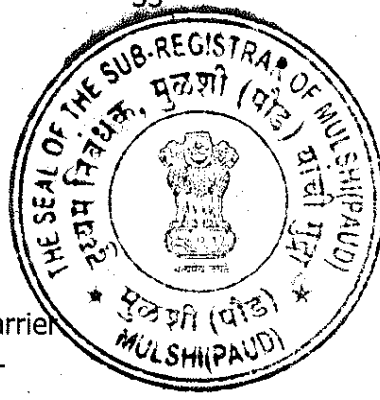


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Construction	A – Class, earthquake resistant Construction.
Flooring	800 X 800 mm Size Vitrified tiles in Living and Kitchen and Bedrooms. Matt Finished Ceramic tile flooring in toilets. Anti-skid tiles for Balconies/Terraces.
Wall and Ceiling	Gypsum Punning on walls. Superior OBD Paint for walls and ceilings.
Windows	Powder Coated Aluminium Sliding Windows with Invisible SS Wire Grills.
Railings for attached Terraces	M S Railing for attached terraces.
Doors	Laminated flush door with SS fittings for entrance door. HDF Skin molded flush doors with SS fittings for bedrooms and toilets.
Kitchen	Granite kitchen counter. Stainless Steel Sink. Glazed tile dado up to window height. Plumbing and power plug point for water purifier and electrical point for exhaust fan.
Plumbing, Bathroom and Toilets	Concealed plumbing. White/ colored Ceramic sanitary ware of reputed brand. Single lever diverter in shower areas alongwith Single Lever basin mixer for master toilet. 7' height toilet dado with Ceramic tiles. Plumbing point for Boilers and Electrical points for exhaust fans in all toilets.
Electrical	Concealed copper wiring in the entire flat with ELCB and MCB. Modular Electrical Switch and Sockets. Electric supply by way of 1 Phase. Adequate points for lights, fans and TV. Telephone points in the living room and bedrooms. Power plug point for cable TV. Power plug point for Split AC in living room and master bedroom.
Entrance Lobby	Designer finish entrance lobby.
Lifts	Modern, automatic lifts of reputed make.
External Finish	Entire building painted with exterior grade acrylic paint.
Safety	Intercom Facility. Main entrance lobby at ground floor with CCTV camera. Stand-alone Digital Lock at Main Door.

Hkd

Over
(Signature)



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Common Amenities: -

- Entry Gate with Boom Barrier
- Terrace level Amenities –
 - a. Jogging Track
 - b. Outdoor Gym Equipment
 - c. Children Play Area
 - d. Senior Citizen Plaza
 - e. Outdoor Party Lawn
 - f. Open Amphitheatre

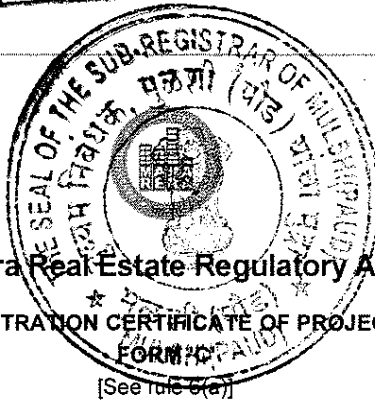
Club house Amenity at top floor of wing B consisting of

- a. Indoor Hall
- b. Indoor Gym Area
- c. Children Games Room
- d. Pantry and Toilets

HCP

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[Handwritten initials]

ANNEXURE "F"



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Maharashtra Real Estate Regulatory Authority
REGISTRATION CERTIFICATE OF PROJECT
FORM 7C
[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :
P52100054001

Project: **Kumar Prakruti** , Plot Bearing / CTS / Survey / Final Plot No.: **270/2 (P) at Bhugaon, Mulshi, Pune, 411023;**

- Kumar Properties Govind Shree Realtors Llp** having its registered office / principal place of business at *Tehsil: Pune City, District: Pune, Pin: 411001.*
- 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 **19/12/2023** and ending with **01/10/2026** 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
- 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: 19-12-2023 17:39:33

Dated: 19/12/2023
Place: Mumbai

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

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मौजे- भुसाव, तालुका-मुळशी, जिल्हा- पुणे, येथील स.नं.- २७०/२ पै, क्षेत्र- ४३००.०० चौ.मी. क्षेत्रावरील रहिवास गृहशांतणी प्रकल्पामधील सुधारित रेवाकल/ इमारत बांधकाम प्रस्ताव

दंडनकारक राहिल. अशा प्रमाणित रेवाकलनाची प्रत प्राधिकरणास सादर करून त्यास अंतिम मंजूरी देण्याशिवाय कोणताही विकास करवा येणार नाही.
तसेच मंजूर रेवाकलानुसार अंतर्गत रस्ते, सुविधा पूरवतातील क्षेत्र त्याचप्रमाणे मंजूर प्रादेशिक योजनांचे रस्ते / रस्ता स्वीने वाधीत क्षेत्र जागा मालकास/ विकासकास यादीव बटविण्याच्या बदलात संबंधित नियोजन प्राधिकरणाकडे हस्तांतरित करावयाचे बाबतचा अशा अनुसंगिक क्षेत्राची मोजणी जागा मालकाने /विकासकाने संबंधित भूमी अधिलेख विभागाकडे तितसर अर्ज करून देणे बंधनकारक राहिल. तदनंतर अशा क्षेत्रावरील जमिनीचे खंडीकरण संबंधित नियोजन प्राधिकरणाचे नावाने जागा मालकाने /विकासकाने स्वतःच करून देऊन तसा ७/१२ उतरा व त्याप्रमाणे प्रत्यक्ष जगोबा तागा रिकानंतरच अशा क्षेत्राचा खंडीकरण बटविणे किंवा बटविले जावू शकते त्या बांधकाम नकाशा व अनुसंगिक कागदपत्रासह अर्ज करण्यास अर्जदार पात्र राहिल.

मंजूर नकाशात दर्शविलेप्रमाणे नियोजित बांधकामापासून पुढील, मागील व बाजूची सामासिक बंदी प्रत्यक्षात काढणे व खुली ठेवणे आवश्यक राहिल.

विकासकाने विलेखन प्रकल्प व नियोजित इमारतीचा बाणर फक्त मंजूर नकाशानुसार राहिल्यास याप्रमाणे अनुसंगिक केलेल्या बांधकामाची कार्ये बंधनकारक राहिल. इमारतीच्या बाणरत बदल करायचा असल्यास त्यास प्राधिकरणाची परवानगी घ्यावी लागेल.

१७) इमारतीचे जेवढे तपसणीसाठी अर्ज करतांना अर्थीक परवानगी आणि परवानग्याक, वास्तुविभागात/ अधिवक्ता/ विकसक अधिवक्ता/ सुपरवायझर यांचे प्रमाणपत्र सादर करणे बंधनकारक राहिल, त्याचप्रमाणे भोपावटा/सप्लायसाठी अर्ज करताना बांधकाम प्रस्तावातलित जमिनीचे मॅट्रुल /भूमी अधिलेख/ प्राधिकरण /सप्लायसाठी केलेला अडावत ७/१२ उतरा प्रागुटी कार्ड व मोजणी नकाशा सादर करणे बंधनकारक राहिल.

१८) इमारतीचे मंजूर नकाशानुसार जोरपायथेचे बांधकाम पूर्ण झाल्यानंतर जोदे सप्लाय प्रमाणपत्र प्राप्त करून न देता पुढील बांधकाम केल्यास सदरचे बांधकाम अनाधिकृत मानण्यात येऊन असे बांधकाम दंडात्मक कारवाईस पात्र राहिल.

१९) अभिन्यासातील रस्ते, व खुली जागा यांची देखभाल व अभिन्यासासहोय द्यावितेले वगिनेत प्रादेशिक योजना रस्ते/ रस्ता स्वीनेरणातील क्षेत्र सर्व जमिनीच्या बाणरसाठी वगैरे शिवायच्या जमीनमालकास वापरण्यास खुले ठेवणे बंधनकारक राहिल.

२०) रेवाकमातील रस्ते, गटारे, खुली जागा इत्यादी अर्जदाराचे/ विकासकाने/ जमिनीमालकाने मुळ/ सदनिका विवरित करण्यापूर्वी जगोबा स्वतःचाने व समाधानकारकरीत्या विक्रीस करणे आवश्यक आहे.

२१) नियोजित बांधकामातील मजल्याची संख्या व उंची, मंजूर रेवाकल / बांधकाम प्रस्तावाच्या आधारे जास्त असता कामा नये.



मौजे- भुसाव, तालुका-मुळशी, जिल्हा- पुणे, येथील स.नं.- २७०/२ पै, क्षेत्र- ४३००.०० चौ.मी. क्षेत्रावरील रहिवास गृहशांतणी प्रकल्पामधील सुधारित रेवाकल/ इमारत बांधकाम प्रस्ताव

१५) नियोजित बांधकामाचे क्षेत्र, मुळकागदर अन्य बांधकाम अतिरिक्त असल्यास त्यासह एकूण बांधकाम क्षेत्र सुविधा क्षेत्र व प्रादेशिक क्षेत्र रस्ते/रस्तावरील क्षेत्र नकाशावर दर्शविलेल्याप्रमाणे प्रत्यक्ष जगोबा असणे आवश्यक आहे.

१६) जमिनीव/ जमिनीमालकाच्या नाल्याच्या/ नदीच्या नैसर्गिक प्रवाहास अडथळा येईल, असे कोणतेही बांधकाम करता येणार नाही. त्याचप्रमाणे उक्त जमिनीवरील विकास करताना जगोबावरील मूळ रस्तेसहोय अनाधिकृत बदल करता येणार नाहीत. सदर अटीचा भंग करून विकास केल्याने दुर्दैवता घडल्यास त्याची जबाबदारी अर्जदार / विकासक/ जमिनीमालक यांची राहिल.

१७) स्ट्रक्चर इंजिनियर / डिजायनर यांनी तयार केलेल्या Structural Design नुसार प्रत्यक्ष जगोबा विकास करणेची जबाबदारी विकासक व सुपरवायझर यांची अनुसंगिक राहिल.

१८) अर्जदार / विकासक/ जमिनीमालक यांनी रु. ५००/- च्या स्टॅम्प पेपरवरील दिनांक २८/३/२०२३ रोजी नोटरी धर्मणी संगीता धोकर अशांक हरीपता यांचेसमोर केलेले विहित नमुन्यातील शपथपत्र क्र. १८/१२/२०२३ सादर केले आहे. सदर शपथपत्रास अधिन राहून ही परवानगी देण्यात येते असून पूर्ण महसूलपत्र प्रदेश विकास प्राधिकरणासाठी सुधारित विकास नियंत्रण व प्रोत्साहन निगमावधीमधील सर्व नियम आणि भारतीय मानक ब्युरोने विहित केलेल्या सुरक्षा प्रमाणातले पालन करणे अर्जदार / विकासक/ जमिनीमालक यांचेवर बंधनकारक राहिल. (विषय क्र. ७.१)

१९) शासन नगर विकास विभागाकडील दि. १९/११/२००८ चे निर्देश क्र. टिपीकी-४३०८ / ४१०२ / प्र.क्र. ३५९ / ०८ / नावे - ११ नुसार अर्जदार / विकासक/ जमिनीमालक व वास्तुविभागात यांनी बांधकाम नकाशापरचे प्रत्येक सदनिकेचे एकूण चटईक्षेत्र (Carpet area) नपूद केलेले आहे. सदर नपूद चटई क्षेत्र (Carpet area) वाचवत आकडेमाडे, माफिलीय चुका इ. बाबत वास्तुविभागात व अर्जदार / विकासक/ जमिनीमालक संयुक्तरीत्या जबाबदार राहिलेले.

२०) नियोजित इमारतीसाठी/ विकाससाठी आवश्यक अन्वयान पिकाच्या पाण्याची सोय आपण अर्जातिल केलेल्या सधम प्राधिकरणाने/ ग्रामपंचायतीने न केले्यास या प्रकल्पातील सदनिका हस्तांतरणपूर्वी पिण्याच्या पाण्याची आवश्यक ती पूर्तता अर्जदार / विकासक / जमिनी मालक यांनी न्याय्यरुपाने प्रत्यक्ष वापरानुपूर्वी करणे आवश्यक आहे. त्याचप्रमाणे सांडपाण्याची व क्षेला निर्मुलनाची सुसोय व्यवस्था प्रत्यक्ष वापरानुपूर्वी करणे बंधनकारक राहिल.

२१) जेवढा व मुक्या कच्च्याकरिता नदर जाणेल स्वतःच कंटेनरची गोष्ट करणे आवश्यक राहिल. विषयक शिष्टाचार आल्या कच्च्यासाठी मांडुळबत प्रकल्प अर्जदार / विकासक/ जमिनीमालक यांना स्वतःचाने करावयाचा आहे.

२२) सदर जमिनीचे क्षेत्रफळ ५०० चौ.मी. पेक्षा जास्त आहे. त्यामुळे प्रत्येक ८० चौ.मी. क्षेत्रासाठी एक बांड याप्रमाणे वृक्ष लागवड करणे व त्याची जगोपासण करणे अर्जदार / विकासक / जमिनीमालक यांचेवर आवश्यक राहिल.



मौजे- भुगाव, तालुका-मुळशी, जिल्हा- पुणे, येथील स.नं.- २७०/२ री, क्षेत्र- ४३००.०० चौ.मी. शेजावरील "रहिवस गृहबांधणी प्रकल्पामधील सुधारित रेखांकन/ इमारत बांधकाम प्रस्ताव

- २३) शासन निदेशानुसार बांधकाम करताना सर्व अंदाज बापर करणे बंधनकारक राहिल.
- २४) नौर उर्जेवर पाणी तापवण्यासाठीची यंत्रणा अर्जदार/ विकासक/ जमिनमालक/ यांनी इमारतीचे बापरपुर्वी स्वखर्चाने करावयाची आहे.
- २५) वेस्ट वॉटर ट्रिक्टमेंट प्लँट उभारणे अर्जदार/ विकासक/ जमिनमालक यांचेवर बंधनकारक असून पाण्याचा फेरवापर बरीचा, झाडाची जोपासणा यासाठी करणे आवश्यक आहे.
- २६) रेन वॉटर हार्व्हिस्टिंग दाबतशी यंत्रणा अर्जदार/ यांनी स्वखर्चाने करावयाची आहे.
- २७) विपयंजित जागा: बर्गीकृत रस्त्यावगत असल्याने रस्त्याच्या मध्यापासून सोडावयाच्या अंतराबाबत संबंधीत विभागाचे ना-ह्रकत प्रमाणपत्र घेणे अर्जदार / विकासक/ जमिनमालक यांचेवर बंधनकारक राहिल.

२८) ग्राम प्रमाणपत्र दिलेल्या कोणत्याही इमारतीचे बांधकाम पूर्ण झाल्यावर मंजूर विकास नियंत्रण व प्रोत्साहन नियमावलीतील नियम क्र. ७.५ नुसार पूर्णत्वाचे अर्जदार/ विकासक/ जमिनमालक यांनी सादर करून घ्यावे. ७.६ नुसार: सोपवटा प्रमाणपत्र प्राप्त करून घेतल्यावरही इमारतीचा भागशा: / पुर्णतः बापर सुरू करण्यास अर्जदार/ विकासक/ जमिनमालक कारवाईस पात्र राहिल.

२९) प्रमाणित विकास नियंत्रण व प्रोत्साहन नियमावलीमधील तरतुद क्र. २.७७.१३ नुसार विशेष इमारतीबाबत :-

- a) प्रमाणित विकास नियंत्रण व प्रोत्साहन नियमावलीमधील तरतुद क्र. १४.३.१ नुसार प्रस्तावित इमारती सभोवतालची ६.०० मी रेषीचे पायथे रियान ४५ टन वजनाचे फायर इजिनचा भार पेलू शकेल या प्रमाणे डिझाईन करून विकसीत करणे अर्जदार/ विकासक/ जमिनमालक यांचेवर बंधनकारक आहे.
- b) अर्जदार/ विकासक/ जमिनमालक यांनी प्रस्तावितानुसार सर्व उंच इमारती स्थिद वर असणे आवश्यक राहिल त्याचबरोबर बाह्यतक सुविधा प्रमाणित विकास नियंत्रण आणि प्रोत्साहन नियमावलीमधील तरतुद क्र. १८.१४ नुसार प्रस्तावित करणे आवश्यक राहिल.

c) नगर विकास विभागाच्या दि. २८.८.२०१९ रोजीच्या अधिसूचना प्रमाणे नियम क्र. ४ यधील टिप - ii प्रमाणे पुणे / पिंपरी- चिंचवड महानगरपालिकेच्या मुख्य अभियंता अधिकारी / संचालक, महाराष्ट्र फायर सर्व्हिसेस, मुंबई / पुणे महानगर प्रदेश विकास प्राधिकरण यांनी १५ मी पेक्षा उंच इमारतीच्या नियोजनत बदल करणे आवश्यक झाल्यास पुढा संबंधित मुख्य अभियंता अधिकारी/संचालक यांनी मंजुरी घ्यावी लागेल. तसेच प्रत्येक इमारतीमधील एक स्ट्रेअरकेस व एक लिफ्ट NBC मधील तरतुदी प्रमाणे आग प्रतिरोधक असणे आवश्यक आहे. तसेच उंच इमारतीचे नियोजनानुषंगाने पुणे महानगर प्रदेश विकास प्राधिकरण यांनी पत्र क्र. FPM/२७ दि. २१/११/२०२२ ने दिलेल्या Provisional Fire N.O.C मधील अटी/ शर्तीची पूर्तता करणे अर्जदार / विकासक/ जमिनमालक यांचेवर बंधनकारक राहिल. सदर प्रकरणी सुधारित प्रस्तावाच्या अनुषंगाने सुधारित ना हरकत दाखला जागेवर विकास प्राधिकरण व सुधारित ना हरकत दाखला घेणे अर्जदार / विकासक/ जमिनमालक यांचेवर बंधनकारक राहिल.



मौजे- भुगाव, तालुका-मुळशी, जिल्हा- पुणे, येथील स.नं.- २७०/२ री, क्षेत्र- ४३००.०० चौ.मी. शेजावरील "रहिवस गृहबांधणी प्रकल्पामधील सुधारित रेखांकन/ इमारत बांधकाम प्रस्ताव

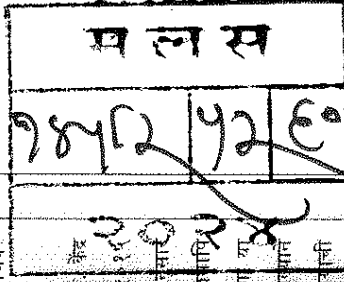
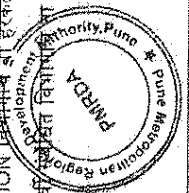
- d) प्रमाणित विकास नियंत्रण आणि प्रोत्साहन नियमावलीमधील तरतुद क्र. २.७७.१३ नुसार यांचीची पूर्तता तसेच अभिप्रेतबिंदूक उपपयोगानाबाबत भाग- VI मधील बाबीची पूर्तता करणे अर्जदार/ विकासक/ जमिनमालक बंधनकारक राहिल.
- e) नेहरीच्या बापरसाठीच्या पाणी पुरवठ्याविषय अभिप्रेतबिंदूक व्यनशेकरीता, पाणीपुरवठा बाबतची पूर्तता अर्जदार/ विकासक/ जमिनमालक यांनी स्वखर्चाने, स्वअबावधानीवर करणे आवश्यक राहिल.
- f) प्रमाणित विकास नियंत्रण आणि प्रोत्साहन नियमावलीमधील तरतुद क्र. १८.२८.८ नुसार लिफ्टची सुविधा उपलब्ध करून देणे आवश्यक राहिल.

g) अशा इमारतीचे Structural Design हे मुकंप प्रतिबंधक असणे आवश्यक राहिल. अर्जदाराने / विकासकाने/ जमिनमालकाने इमारतीचे Structural Stability बाबत नोंदणीकृत Structural Engineer चे प्रमाणपत्र संबंधित अभियंता अधिकारी यांचेकडे व या प्राधिकरणाकडे दाखल करणे आवश्यक राहिल.

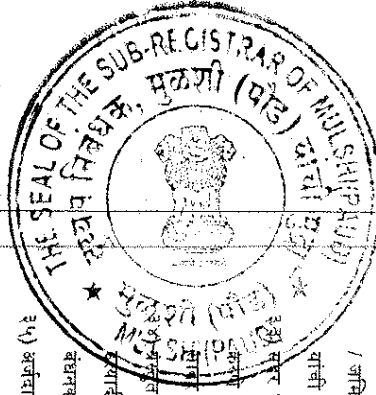
h) सोपवटा प्रमाणपत्र देण्यापूर्वी सर्व अभियंता यंत्रणा व सुविधांची पूर्तता करून सदर यंत्रणा/ सुविधा/ कार्यान्वित असल्याबाबत अभियंता विभागाकडील अंतिम नाहरकत प्रमाणपत्र सादर करणे आवश्यक राहिल. विकासक/ जमिनमालक यांचेवर बंधनकारक राहिल.

i) पुणे महानगर प्रदेश विकास प्राधिकरण यांनी पत्र क्र. FPM/२७ दि. २१/११/२०२२ अन्वये Fire N.O.C. मधील अटी व शर्तीस अधिन राहून दिले आहे. हे ना हरकत प्रमाणपत्र देण्यासाठी अत्यास अशा नियोजनास संबंधित मुख्य अभियंता अधिकारी/ संचालक यांचे सुधारित ना हरकत प्रमाणपत्र घेणे बंधनकारक आहे. सदर प्रकरणी सुधारित प्रस्तावाच्या अनुषंगाने सुधारित ना हरकत दाखला जागेवर विकास कार्य सुरू करण्यापूर्वी सुधारित ना हरकत दाखला घेणे अर्जदार / विकासक / जमिनमालक यांचेवर बंधनकारक राहिल.

३०) केंद्र शासनाच्या MINISTRY OF CIVIL AVIATION ची अधिसूचना क्र. G.S.R ७५१ (E) दि. ३०/०५/२०१५ शसनाच्या MINISTRY OF CIVIL AVIATION ची अधिसूचना क्र. G.S.R ७५१ (E) दि. ३०/०५/२०१५ अन्वये इमारतीच्या उंचीवर बंधने घालण्यात आलेली आहे. AVIATION विभागाच्या COLOUR CODE प्रस्तावावधील जागा N1 झोन मध्ये ६३२ मी AMSL पर्यंत NOC घ्यावयाची आवश्यकता नाही. त्याचि सदरची जागा NDA बॉर्ड्री पासून १.० कि.मी. अंतराचे स्थित असल्याने तसेच प्रस्तावावधील जागा या कायद्याच्या अधिलेखानुसार जमिनीची AMSL ६२४.० मी इमारतीची एकूण उंची ५१.५५ मी. असल्याने इमारतीची टॉप लेवल ६२५.५५ मी इतकी येत आहे. त्यामुळे AVIATION विभागाच्या इतर घ्यावयाची आवश्यकता आहे. त्यामुळे जागेवर कोणत्याही विकास कार्य चालू करणेपूर्वी/ सुधारित ना हरकत सादर करणे अर्जदार यांचेवर बंधनकारक राहिल.



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मीने-मुगाव, तालुका-मुळशी, जिल्हा-पुणे, येथील स.नं.- २७०/२ वी, क्षेत्र- ४३००.०० चौ.मी. क्षेत्रावरील 'राहित्यसुलभ' प्रकल्पामधील सुधारित रजिस्ट्रार/इमारत बांधकाम प्रस्ताव

३१) मोठ्या इमारत बांधकामाच्या ठिकाणी काम करणाऱ्या मजूरामधील गरीबर माला, स्तनदा माता आणि स्त्रीयांसोबत असण्याच्या ० ते ६ वर्षे वयोगटातील मुलाकरिता थोडे बांधणे, शाळा/बाल व पिण्याच्या पाण्याची व्यवस्था, पाळणाघर इ. तात्पुरत्या सुविधा कराव्यात. क्रिडा बांधकाम विकासक यानी करणे आवश्यक आहे.

३२) सदन प्रकल्पी सदन मिळकतीस राष्ट्रीय महामार्ग क्र. ७६३ एफ वरून स.नं. २७०/२ वीची क्षेत्रामधुन व्ही. युलाव लक्षणा संपन्न व इतर यांचे मालकीचे क्षेत्रामधून १२.० मी रुंद रस्ता कायमस्वरूपी येण्या - जाण्यासाठी रस्ता क्र. ८५२३/२०२१, वि. २७०१/२०२१ रोजीच्या दस्ताव्येने लिहून देण्यात आलेला असून प्रस्तावित जमिनीस उक्त रस्ता पोहोच मार्ग म्हणून उपलब्ध होत आहे. सदरचा रस्ता कायमस्वरूपी खुला ठेवणे अर्जाद्वारा / विकसक / जमिनीमालक यांचेवर बंधनकारक राहिल. याबाबत कोणताही वाद उदभवल्यास सर्वस्वी जबाबदारी अर्जाद्वारा यांची राहिल. याबाबत कोणतीही गोष्टि प्राधिकरणास लागू देणार नाही.

३३) सदन प्रकल्पी सुधारित प्रस्तावाच्या अनुषंगाने सुधारित अधिश्चान विभागावधीन ना हरकत वाढवता सादर करणे आवश्यक आहे. त्यानुसार जागेवर विकास कार्य सुरू करणेपूर्वी सुधारित अधिश्चान विभागाचे ना हरकत सादर करणे अर्जाद्वारा / विकसक / जमिनीमालक यांचेवर बंधनकारक राहिल.

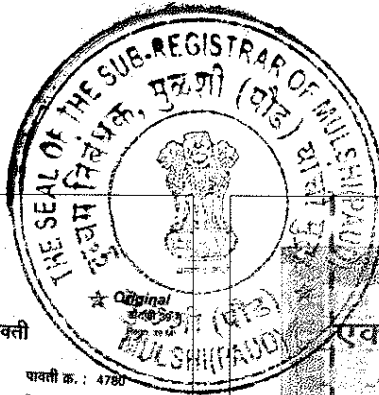
३४) जमिनीमालक जमिनीवर अधिश्चान खालनी शूल्क, प्रिमीयम शूल्क, विकास शूल्क, सुरक्षा ठेव व कामगार कल्याण उपकरणांची बाबतच्या रकमेची बाकी उद्धृतल्यास सादर रकम प्राधिकरणाकडे जमा करणे अर्जाद्वारा यांचेवर बंधनकारक राहिल.

३५) अर्जाद्वारा यानी सादर केलेली कोणतीही माहिती अथवा कागदपत्रे ही चुकीची/दिशाभूल करणारी आढळल्यास प्रस्तुतची विकास परवानगी व प्रारंभ प्रमाणपत्र रद्द समजणेत येईल.
प्रस्तावासोबतच्या रेखांकन/बांधकाम नकाशांचे दोन संच स्वाक्षीकित करून सोबत ओडले असून प्रस्तावाबाबतची अन्य सर्व कागदपत्रे प्राधिकरणाच्या अधिनेत्र्याचे राखून ठेवण्यात येत आहेत.

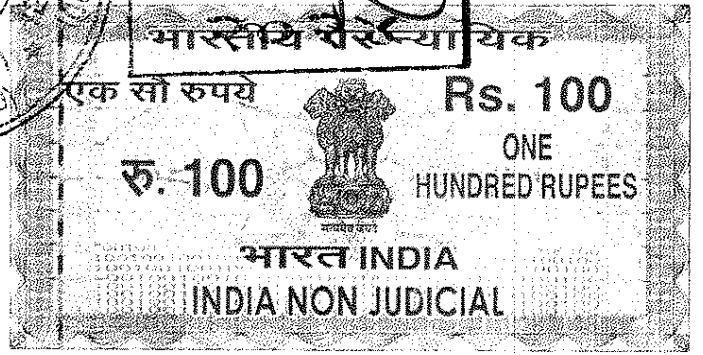


महानगर आयुक्त
तथा,
मुख्य कार्यकारी अधिकारी
पुणे महानगर प्रदेश विकास प्राधिकरण,
पुणेकरिता

(स. महानगर आयुक्त तथा मुख्य कार्यकारी अधिकारी यांच्या स्वाक्षीने)



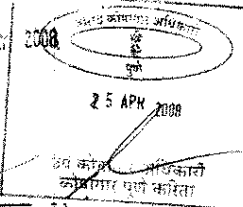
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महाराष्ट्र MAHARASHTRA

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ज. एच. गांधी ४२५, सेंटर स्ट्रीट पुणे-४ ५ MAJ 2008
र. नं. १४२९ दिनांक १०/५/०८
गो. संगा. के. यर्नाले
पत्ता पुणे-१
हस्ता ६१६



ह व ल - ११
६१६०६६६
२००८

GENERAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I the undersigned- MR. HITESH KEWALKUMAR JAIN, Age- Adult, Occ.- Business, residing at Kumar Castle, Flat No.7, 1979, Convent Street, Camp, Pune - 411 001

Wednesday, May 07, 2008
16:01:23 AM

पावती

पावती क्र.: 4780
दिनांक 07/05/2008

गवाऱे नाव पुणे कॅम्पमेंट रुमिग
दस्तऐवजाचा अजुकरांक हवेली-१ - 04779 - 2008
दस्ता ऐवजाचा प्रकार मुकदमाकरणा

कार करणाऱे नाव: हिरेश केवळकुमार जैन
मॅदली की 100.00
नव्यात (अ. 11(1)), पुढाऱ्याची नकल (अ. 11(2)), 125.00
रुनवात (अ. 12) व कायदिलेख (अ. 13) -> एकत्रित की (5) एकुण रु. 220.00

जाण्यास हा दस्त अंदाजे 10:55AM वा वेळेस मिळेल

दुय्यम निबंधक
हवेली-११ (पुणे कॅम्प)

बाजार मूल्य 0 रु. सोबदला 0 रु.
घरतेले मुद्रांक मूल्य 100 रु.

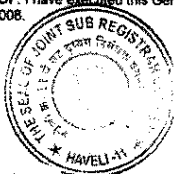
मह दुय्यम निबंधक (वर्ग-२) हवेली-११

(2)
do hereby appoint, nominate and constitute 1) MR. VISHAL RAJENDRA CHALKE, age- 24 years, Occupation - Service, residing at 641, Raviwar Peth, Pune- 411 002 and 2) MRS. SANGITA SOMNATH DHANGEKAR- YERNALE, Age- Adult, Occupation- Advocate, Flat- 690, Kasba Peth, Pune- 411 011 as my attorney, to represent me, before any of the Offices of Sub-Registrars from Haveli No.1 (One) to Haveli No XX (Twenty) and all the Offices of Sub-Registrars within Maharashtra State, at all times as may be necessary, and to present before them for registration of Agreements, Development Agreements, Sale-Deeds, Correction-Deeds, Lease-Deeds, Power of Attorneys, Confirmation Deeds and all other documents and deeds by whatsoever name executed by me with any persons or firms or companies etc either jointly or severally.

To admit my signatures and execution of the said Agreements, Development Agreements, Sale-Deeds, Correction-Deeds, Lease-Deeds, Power of Attorneys, Confirmation Deeds, etc., and to do any act, deed or thing as may be necessary to complete the registration of the said Agreements, Development Agreements, Sale-Deeds, Correction-Deeds, Lease-Deeds, Power of Attorneys, Confirmation Deeds, etc. in the manner required by law and to receive such original Agreements, Development Agreements, Sale-Deeds, Confirmation-Deeds, Lease-Deeds, Power of Attorneys, Confirmation Deeds, etc. after they are duly registered and thereafter to give proper receipt and discharge for the same.

And, I MR. HITESH KEWALKUMAR JAIN do hereby agree and declare that all the documents admitted before any of the Sub- Registrars mentioned above by our said Attorney 1) MR. VISHAL RAJENDRA CHALKE, AND 2) MRS. SANGITA SOMNATH DHANGEKAR- YERNALE shall always be valid and binding on me to all intents and purposes as if done by us personally, which I undertake to ratify and confirm whenever required, my Attorney/s shall act on our behalf either jointly or severally as may be necessary.

IN WITNESS WHEREOF, I have executed this General Power of Attorney at Pune on this 6th day of May 2008.



ह व ल - ११
६१६०६६६
२००८

I know the executants

Advocate
५८९, कुसवार पथ
पुणे - ४

MR. HITESH KEWALKUMAR JAIN

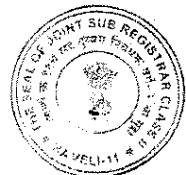
(Executants).

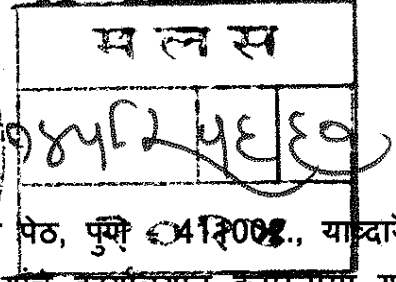
We Accept the Powers conferred upon us.

1. Vishal Rajendra Chalke

2. Mrs. Sangita Somnath Dhangekar-Yernale

04/05/2008	दुय्यम निबंधक	दस्त गोषवारा भाग-१	हवेली-११
10:41:49 am	हवेली-११ (पुणे कॅम्प)		दस्त क्र 4779/2008
			६१३/६
दस्त क्रमांक : 4779/2008	दस्ताचा प्रकार : मुकदमाकरणा		
अनु क्र. पसकाराचे नाव व पत्ता	पसकाराचा प्रकार	उपयोचित	अंमलघात दस्ता
1) ना. हिरेश केवळकुमार जैन पत्ता: ५४१ रवीवर् पथ - पुणे-४११००२ उपरोक्त नाव कुसवार पथ पुणे-४ पेशवारी: डॉ. व्ही. वि. वि. सहकाय पुणे ना. क्र. 411001 पेश. क्र. ५८९	विद्वान् वंशज वय २७ पेशी H.K. Jain		
2) ना. संगािता सोमनाथ धांगेकर यर्नाले पत्ता: ६९० कासबा पथ - पुणे-४११०११ उपरोक्त नाव कुसवार पथ पुणे-४ पेशवारी: डॉ. व्ही. वि. वि. सहकाय पुणे ना. क्र. 411002 पेश. क्र. ५८९	विद्वान् वंशज वय २४ पेशी S. Yernale		
सहीत १ पसकाराची फातूची उपलब्ध नाही.			
अनु क्र. पसकाराचे नाव	3) सांगिता सोमनाथ धांगेकर यर्नाले		

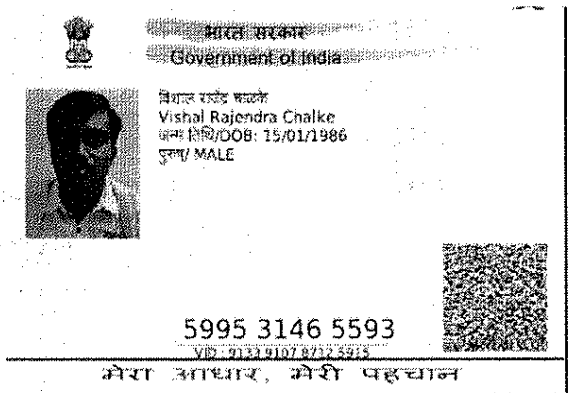
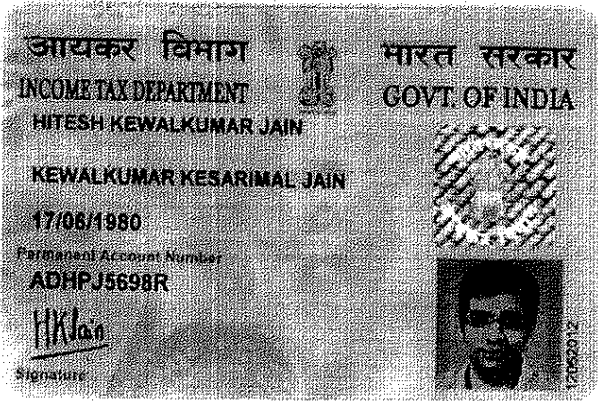


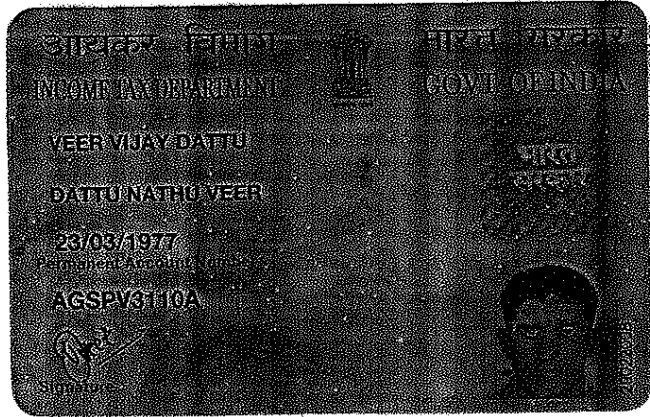


मी, श्री विशाल राजेंद्र चाळके वय 38, राहणार - 941, रविवार पेठ, पुणे 411008., याद्वारे घोषित करतो की, दुय्यम निबंधक, मुळशी क्र 1, पीड, पुणे यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री हितेश केवलकुमार जैन दस्त क्र. 4779/2008 (हवेली क्र 11) दिनांक 06/05/2008 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे सदर दस्त नोंदणीस सादर केला / निष्पादित करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः समक्ष आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम 1908 चे कलम 82 अन्वये मी पात्र राहीन याची मला जाणीव आहे.

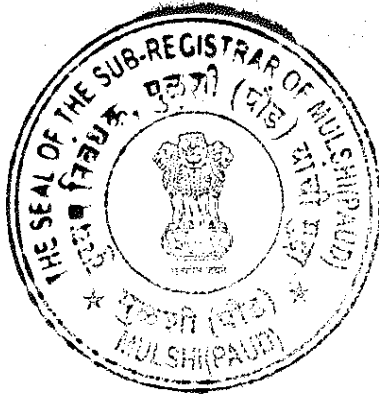
दिनांक - १२/०६/२०१८

कुलमुखत्यारपत्रधारकाचे नाव व सही
(विशाल राजेंद्र चाळके)

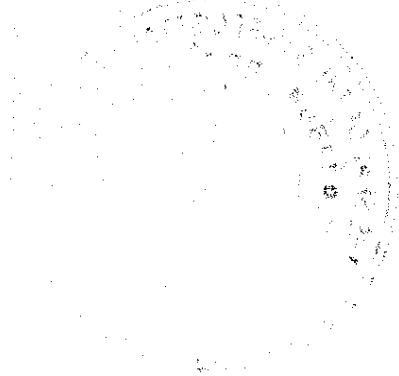
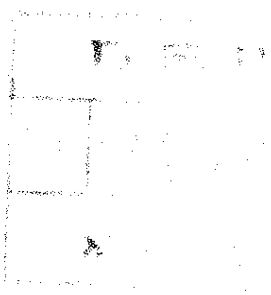


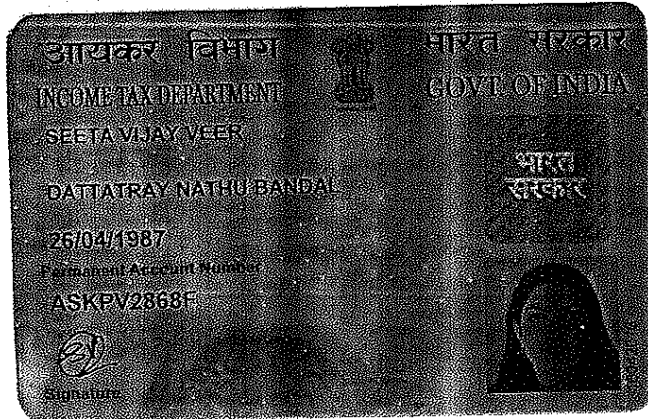


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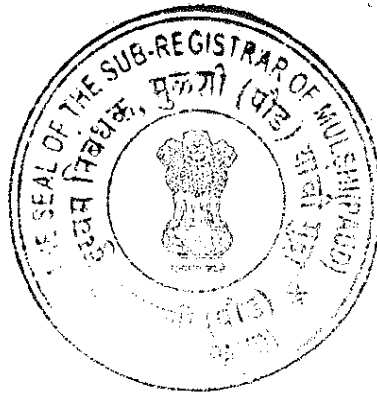


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१५	५०	६०
२०२४		

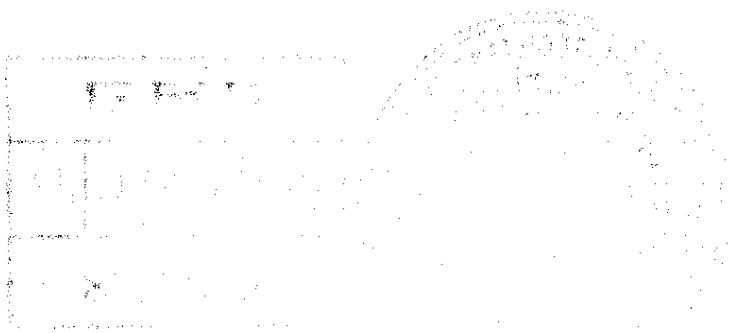




(SV)



म ल स		
१५	२५	८०
२०२४		



A horizontal line of text or a title, which is extremely faint and illegible. It appears to be a single line of text spanning across the width of the diagram above it.

18/14582

बुधवार, 12 जून 2024 11:16 म.पू.

दस्त गोषवारा भाग-1

मलस

दस्त क्रमांक: 14582/2024

दस्त क्रमांक: मलस /14582/2024

बाजार मूल्य: रु. 34,61,377/-

मोबदला: रु. 62,76,700/-

भरलेले मुद्रांक शुल्क: रु.3,76,700/-

दु. नि. सह. दु. नि. मलस यांचे कार्यालय

पावती:17180

पावती दिनांक: 12/06/2024

अ. क्र. 14582 वर दि.12-06-2024

सादरकरणाराचे नाव: विजय दत्त वीर

रोजी 11:14 म.पू. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1200.00

पृष्ठांची संख्या: 60

दस्त हजर करणाऱ्याची सही:

एकुण: 31200.00

पुढ्याम निबंधक मुळशी (पौड)

पुढ्याम निबंधक मुळशी (पौड)

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (दोन) कोणत्याही नगरपालिका किंवा नगर पंचायत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा मुंबई महानगर प्रदेश ॥ विकास प्राधिकरणाच्या हद्दीत असलेल्या कोणत्याही ग्रामीण क्षेत्रात, किंवा मुंबई मुद्रांक (मालमत्तेच्या प्रत्यक्ष बाजार मूल्याचे निधारण) नियम, 1995 अन्वये प्रकाशित झालेल्या वार्षिक विवरणपत्रातील दराप्रमाण प्रभाव क्षेत्रात.

शिक्का क्र. 1 12 / 06 / 2024 11 : 14 : 15 AM ची वेळ: (सादरीकरण)

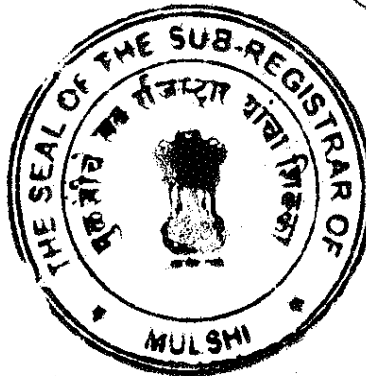
शिक्का क्र. 2 12 / 06 / 2024 11 : 14 : 56 AM ची वेळ: (फी)

प्रातेज्ञापत्र

सदर दस्तऐवज हा नोंदणी कायदा १९०८ अतगत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. दस्तातील संपुर्ण प्रकुर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची आणि दस्ताची सत्यता, वैधता कायदेशीर बाबींसाठी खालील दस्त निष्पादक व कबुलीधारक हे संपुर्णपणे जबाबदार राहतील.

लिहून देणार

लिहून घेणार





दस्त गोपवारा भाग-2

मलम

दस्त क्रमांक:14582/2024

12/06/2024 11 21:43 AM

दस्त क्रमांक :मलम/14582/2024

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:कुमार प्रॉपर्टीज गोविंद श्री रियल्टर्म एलएलपी तर्फे भागीदार व मान्यता देणार गुलाब लक्ष्मण सणस व इतर सर्वातर्फे कु मु म्हणून हितेश केवलकुमार जैन तर्फे वि कु मु म्हणून विशाल राजेंद्र चाळके पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: कुमार कॅपिटल, 2413, ईस्ट स्ट्रीट, कॅम्प, पुणे, रोड नं: -, महाराष्ट्र, पुणे. पॅन नंबर:AAVFK4718N	लिहून देणार वय :-38 स्वाक्षरी:-		
2	नाव:विजय दत्त वीर पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: फ्लॅट नं 502, लक्ष्मी गार्डन फेज 1, ए विंग, देशमुखवाडी, शिवणे, पुणे, रोड नं: -, महाराष्ट्र, पुणे. पॅन नंबर:AGSPV3110A	लिहून घेणार वय :-47 स्वाक्षरी:-		
3	नाव:सीता विजय वीर पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: फ्लॅट नं 502, लक्ष्मी गार्डन फेज 1, ए विंग, देशमुखवाडी, शिवणे, पुणे, रोड नं: -, महाराष्ट्र, पुणे. पॅन नंबर:ASKPV2868F	लिहून घेणार वय :-37 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिवका क्र.3 ची वेळ:12 / 06 / 2024 11 : 20 : 59 AM

ओळख:-

खालील इमंम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	ठसा प्रमाणित
1	नाव:दर्शन दत्तात्रय फळसकर वय:21 पत्ता:संभवे ता मुळशी जि पुणे पिन कोड:412108		
2	नाव:नितीन वसंत तोंडे वय:33 पत्ता:अकोले ता मुळशी जि पुणे पिन कोड:412108		

शिवका क्र.4 ची वेळ:12 / 06 / 2024 11 : 21 : 24 AM

मुख्य निबंधक मुळशी (पौड)

Payment Details.

sr.	Purchaser	Type	प्रमाणित करारनामाचे कोड व संदर्भ संख्या	Amount	Deface Number	Deface Date
1	VIJAY DATTU VEER	eChallan	6910333202406118218 MH003383632202425E	30000.00	0001874288202425	12/06/2024
2		DHC	0624111117996		062411117996D	12/06/2024
3	VIJAY DATTU VEER	eChallan	पहिले नंबरचे पुस्तकाचे नंबर नोंदला 98452 MH003383632202425E	30000.00	0001874288202425	12/06/2024

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

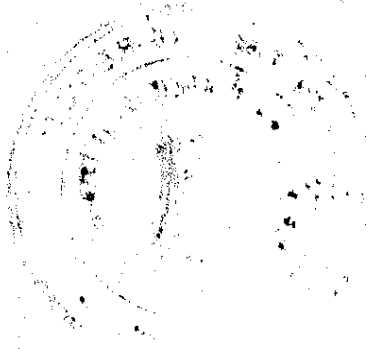
मुख्य निबंधक मुळशी (पौड)
दिनांक 9/2/2024

14582 /2024

Know Your Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print immediately after registration.

For feedback, please write to us at feedback.isarita@gmail.com





KUMAR PROPERTIES GOVIND SHREE REALTORS LLP

REGISTERED ADDRESS : KUMAR CAPITAL, 2413, EAST STREET, CAMP, PUNE - 411 001. TEL : 30528888, 30583635
Website : www.kumarworld.com

ANNEXURE '1' ALLOTMENT LETTER

Date: 10/05/2024

To,

MR. VIJAY DATTU VEER

Mobile Number – 9881004136

Pan Card No.: AGSPV3110A

Aadhar Card No.: 531484518255

Email ID: vijayveer@britindia.com

AND

MRS. SEETA VIJAY VEER

Mobile Number - 9850787088

Pan Card No.: ASKPV2868F

Aadhar Card No.: 585017808680

Email ID: vijayveer@britindia.com

Both R/o.: **FLAT NO. 502, LAXMI GARDEN, PHASE 1, A-WING, DESHMUKHWADI, SHIVNE, PUNE - 23.**

Sub: Your request for allotment of flat in the project known as **Kumar Prakruti**, having MahaRERA Registration No. **P52100054001**

Sir/ Madam,

1. Allotment of the said unit:

This has reference to your request referred at the above subject. In that regard, I/we have the pleasure to inform that you have been allotted a **2BHK** flat bearing No. **601** admeasuring RERA Carpet area **61.50** sq. mtrs. Situated on **SIXTH** floor in the project known as **Kumar Prakruti** having MahaRERA Registration No. **P52100054001** hereinafter referred to as "the said unit", being developed on land bearing **Survey No(s) 270/2 (P)** lying and being at Village – Bhugaon, Taluka - Haveli, Dist – Pune admeasuring 4300 sq. mtrs. for a total consideration of Rs. **62,76,700/-** (Rupees **SIXTY TWO LACS SEVENTY SIX THOUSAND SEVEN HUNDRED** Only) exclusive of GST, stamp duty and registration charges.

2. Allotment of parking space(s):

Further I/ we have the pleasure to inform you that, as proposed by the Allottees to the Promoter that, the Parking Space provided in the Said Building Project as per the plans sanctioned by the PMRDA and for parking the vehicles of the Flat Purchasers in the Said Building Project, may be laid/designed and earmarked in such a manner so as to ensure that, the utilization of the parking space is made by all the flat purchasers in the said building project to suit their parking requirements and which will also avoid future differences amongst the flat purchasers with respect to the parking space. Therefore for the convenience of the flat purchasers the Parking Space may be allocated / earmarked for use of the same by the respective flat purchasers. However such allocation / earmarking of the parking space will not mean and construe that the parking space is alienated and or transferred to the flat purchaser and the parking space shall always remain common property of the Society of all the flat purchasers in the said building project and any such allocation or earmarking of the parking space shall be treated to be only symbolic allocation for better management of the parking space amongst all the flat purchasers without any exclusive ownership claim over the parking space. Subject to this condition the Promoter has agreed to earmark / allocate One (**Covered – Lower Level**) car parking space bearing No. **601** in the parking provided in the said building project to be used by the Purchaser / allottee for parking his / her / their vehicle subject to the final Conveyance Deed of the Said Building Project in favour of the Society of all the flat purchasers in the Said Building Project.

3. Receipt of part consideration:

I / we confirm to have received from you an amount of Rs. **6,27,670/-** (Rupees **SIX LACS TWENTY SEVEN THOUSAND SIX HUNDRED SEVENTY** Only) being of the total consideration value of the said unit as booking amount.

4. Disclosures of information:

I/We have made available to you the following information namely: -

- i) The sanctioned plans, layout plans, along with specifications, approved by the competent authority are displayed at the project site and has also been uploaded on MahaRERA website.
- ii) The stage wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity is as stated in Annexure - A attached herewith and
- iii) The website address of MahaRERA is <https://maharera.mahaonline.gov.in/#>

5. Encumbrances:

I/ We hereby confirm that the said unit is free from all encumbrances, and I/we hereby further confirm that no encumbrances shall be created on the said unit.

OR

I/We have created the following encumbrance(s) / encumbrance(s) attached with caveats as enumerated hereunder on the said unit.

- a)
- b)
- c)

6. Further payments:

Further payments towards the consideration of the said unit shall be made by you, in the manner and at the times as well as on the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.

7. Possession:

The said unit along with the garage(s)/covered car parking spaces(s) shall be handed over to you on or before **1/10/2026** subject to the payment of the consideration amount of the said unit in the manner and at the times as well as per the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.

8. Interest payment:

In case of delay for a period upto 1 month in making payments, you shall be liable to pay interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent no further delay beyond one month shall be permissible.

9. Cancellation of allotment:

i. In case you desire to cancel the booking, an amount mentioned in the Table hereunder written* would be deducted and the balance amount due and payable shall be refunded to you without interest within 45 days from the date of receipt of your letter requesting to cancel the said booking.

Sr. No.	If the letter requesting to Cancel the booking is received,	Amount to be deducted.
1.	within 15 days from issuance of the allotment letter;	Nil;
2.	within 16 to 30 days from issuance of the allotment letter;	1 % of the cost of the said unit;
3.	within 31 to 60 days from issuance of the allotment letter;	1.5 % of the cost of the said unit;
4.	after 61 days from issuance of the allotment letter;	2 % of the cost of the said unit;

* The amount deducted shall not exceed the amount as mentioned in the table above.

ii) In the event the amount due and payable referred in Clause 9 (i) above is not refunded within 45 days from the date of receipt of your letter requesting to cancel the said booking, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

10. Other payments:

You shall make the payment of GST, stamp duty and registration charges, as applicable and such other payments as more specifically mentioned in the agreement for sale, the Proforma whereof is enclosed herewith in terms of Clause 11 hereunder written.

11. Proforma of the agreement for sale and binding effect:

The Proforma of the agreement for sale to be entered into between ourselves and yourselves is enclosed herewith for your ready reference. Forwarding the Proforma of the agreement for sale does not create a binding obligation on the part of ourselves and yourselves until compliance by yourselves of the mandate as stated in Clause 12.

12. Execution and registration of the agreement for sale:

i) You shall execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within a period of 2 month from the date of issuance of this letter or within such period as may be communicated to you.* The said period of 2 months can be further extended on our mutual understanding.

* In the event the booking amount is collected in stages and if the Allottee fails to pay the subsequent stage installment, the promoter shall serve upon the Allottee a notice calling upon the Allottee to pay the subsequent stage installment within 15 (Fifteen) days which if not complied, the promoter shall be entitle to cancel this Allotment Letter. On cancellation of the allotment letter the promoter shall be entitle to forfeit the amount paid by the Allottee or such amount as mentioned in the table enumerated in Clause 9 whichever is less. In no event the amount to be forfeited shall exceed the amount mentioned in the above refer table. Except for the above all the terms and conditions as enumerated in this allotment letter shall be applicable even for cases where booking amount is collected in stages.

ii) If you fail to execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within the stipulated period 2 months from the date of issuance of this letter or within such period as may be communicated to you, I/ we shall be entitled to serve upon you a notice calling upon you to execute the agreement for sale and appear for registration of the same within 15 (Fifteen) days, which if not complied, I/we shall be entitled to cancel this allotment letter and further I /we shall be entitled to forfeit an amount not exceeding 2 % of the cost of the said unit and the balance amount if any due and payable shall be refunded without interest within 45 days from the date of expiry of the notice period.

iii) In the event the balance amount due and payable referred in Clause 12 (ii) above is not refunded within 45 days from the date of expiry of the notice period, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.


13. Validity of allotment letter:

This allotment letter shall not be construed to limit your rights and interest upon execution and registration of the agreement for sale between ourselves and yourselves. Cancellation of allotment of the said unit thereafter, shall be covered by the terms and conditions of the said registered document.

This Allotment letter per-se does not confer or constitute an Agreement for sale of the said flat. This Allotment letter does not create any rights, title interest or claims of whatsoever nature in respect of the said flat in your favour except the right to obtain / execute an Agreement as contemplated in clause 12 above, subject to the compliance and fulfillment on your part the conditions of this Allotment Letter.

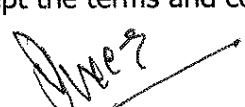
14. Headings:

Headings are inserted for convenience only and shall not affect the construction of the various Clauses of this allotments letter.

Signature : 
Name : **FOR Kumar Properties Govind Shree Relators LLP**
SHRI HITESH KEWALKUMAR JAIN
(Promoter(s))
(Email Id.) : sales@kumarworld.com
Date : 10/05/2024
PLACE : PUNE

CONFIRMATION & ACKNOWLEDGEMENT

I/ we have read and understood the contents of this allotment letter and the Annexure. I/ We hereby agree and accept the terms and conditions as stipulated in allotment letter.

Signature : 
Name : **MR. VIJAY DATTU VEER**
(Allottee/s)
(Email Id.) : vijayveer@britindia.com

Date : 10/05/2024

Place : PUNE

Signature :



Name : **MRS. SEETA VIJAY VEER**
(Allottee/s)

(Email Id.) : vijayveer@britindia.com

Date : 10/05/2024

Place : PUNE

Annexure – A

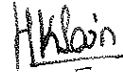
Stage wise time schedule of completion of project

Sr. No.	Stages	Date of Completion
1.	Excavation	10/05/2023
2.	Basements (if any)	20/11/2023
3.	Podium (if any)	
4.	Plinth	14/12/2023
5.	Stilt (if any)	14/12/2023
6.	Slab of Superstructure	7/10/2024
7.	Internal walls, internal plaster, completion of floorings, door and windows	31/05/2025
8.	External Plumbing, flooring, completion of terraces with waterproofing	11/08/2025
9.	Staircase, lift wells and lobbies at each floor level overhead and underground water tanks	1/10/2025
10.	Installation of lifts, electro-mechanical and environment requirements, entrance lobby/s, plinth protection	24/05/2026
11.	Installation of Water Pumps, electrical & sanitary fittings, paving of areas appertain and all other requirements	1/10/2026
12.	Internal roads & footpaths, lighting	1/10/2026
13.	Water supply	1/10/2026
14.	Sewerage (chamber, lines, septic tank, STP)	1/10/2026
15.	Storm water drains	1/10/2026
16.	Treatment and disposal of sewage and sullage	1/10/2026

	water	
17.	Solid waste management & disposal	1/10/2026
18.	Water conservation / rainwater harvesting	1/10/2026
19.	Electrical meter room, sub-station, receiving station	1/10/2026
20.	Others	1/10/2026

The Promoter may complete the above work / stages well in advance and before the estimated dates of the respective stages. In case where any of the above work/stage is completed before the estimated date of its completion, then the Allottee will be liable to make the payment upon completion of the respective stage/work prior to the estimated date.

Promoter
Kumar Properties Govind Shree Relators LLP



Mr. Hitesh Kewalkumar Jain
(Authorized Director)