

Adv. Pradeep Kachare

09/03/2021

Vishal Bansilal Duraphe

T1 - A - 505.



453/4352

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

Tuesday, March 09, 2021  
2:37 PM

पावती क्र.: 4976 दिनांक: 09/03/2021

गावाचे नाव: लवळे

दस्तऐवजाचा अनुक्रमांक: मलस२-4352-2021

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: विशाल बन्सीलाल दुराफे --

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2000.00

पृष्ठांची संख्या: 100

एकूण:

रु. 32000.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे  
2:56 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु. 1765602 /-

मोबदला रु. 3495238/-

भरलेले मुद्रांक शुल्क : रु. 139900/-

MLS2

सह दुय्यम निर्बंधक  
श्रेणी - १, मुळशी - २1) देयकाचा प्रकार: DHC रकम: रु. 2000/-  
डीडी/घनादेश/पे ऑर्डर क्रमांक: 0903202100238 दिनांक: 09/03/2021

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु. 30000/-  
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH012552450202021M दिनांक: 09/03/2021

बँकेचे नाव व पत्ता:

Vishal  
Durafe

3/9/2021





## सूची क्र.2

दुय्यम निबंधक : सह दु.नि. मुळशी-२

दस्त क्रमांक : 4352/2021

नोंदणी :

Regn:63m

09/03/2021

## गावाचे नाव : लवळे

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	3495238
(3) वाजारभाव(भाडेपट्टयाच्या बाबत पट्टाकार आकारणी देणे की पट्टेदार ने नमुद करावे)	1765602
(4) भू-मापन, पॉटहिस्सा व घरक्रमांक(अमल्यास)	
(5) क्षेत्रफळ	
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/निहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	
(9) दस्तऐवज करून दिल्याचा दिनांक	09/03/2021
(10) दस्त नोंदणी केल्याचा दिनांक	09/03/2021
(11) अनुक्रमांक, खंड व पृष्ठ	4352/2021
(12) वाजारभावाप्रमाणे मुद्रांक शुल्क	139900
(13) वाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	



1) पालिकेचे नाव: पुणे इतर वर्णन : इतर माहिती: विभाग क्रमांक : 14.2(दर रु.33060/- प्रति चौ. मी) गाव मोजे लवळे, तालुका मुळशी, जिल्हा पुणे येथील वनाहा या टाऊनशिप प्रोजेक्ट पैकी गट नं. 1171(पार्ट), 1197(पार्ट), 1265(पार्ट) यासी जमीन क्षेत्र 24518.05 चौ. मी. या मिळकतीवर बांधण्यात येणाऱ्या यहावी या प्रोजेक्ट मधील टॉवर - 1 - ओक, विंग - ए मधील पाचव्या मजल्यावरील फ्लॅट नं. 505 यासी क्षेत्र 41.24 चौ. मी. म्हणजेच 443.91 चौ. फूट कारपेट तसेच लगतची अ) बाल्कनी यासी क्षेत्र 2.99 चौ. मी. म्हणजेच 32.18 चौ. फूट, ब) युटिलिटी एरिया यासी क्षेत्र 1.48 चौ. मी. म्हणजेच 15.93 चौ. फूट, व मल्टीप्लेव्हल कार पार्किंग स्पेस मध्ये एक कव्हरड कार पार्किंग स्पेसमह. ( ( GAT NUMBER : 1171 (पार्ट), 1197 (पार्ट), 1265 (पार्ट) ; ) )

1) 41.24 चौ.मीटर

1): नाव:- प्रमोटर - इमेज रियल्टी एल. एल. पी तर्फे अधिकृत स्वाक्षरीकार मि. अनु कोशी काल्कीतगा तर्फे नोंदणीकरिता कुलमुखत्यार राहुल कचरे - वय:-31; पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं: 401 फोनिकस, चौथा मजला अपोजिट रेसिडेन्सी क्लब, बंड गार्डन रोड, पुणे, रोड नं:-, महाराष्ट्र, पुणे. पिन कोड:-411001 पॅन नं:-AAFFI5657L

2): नाव:- मान्यता देणार - नॉलेज सिटी एजुकेशन प्रायव्हेट लिमिटेड तर्फे अधिकृत स्वाक्षरीकार मि. माणिक नकाते - - वय:-54; पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं: 401 फोनिकस, बंड गार्डन रोड, पुणे, महाराष्ट्र, रोड नं:-, महाराष्ट्र, पुणे. पिन कोड:-411001 पॅन नं:-AACCK3791K

1): नाव:- विशाल बन्सीलाल दुराफे - - वय:-30; पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं: 204, सेकंड फ्लोअर, श्री कलश सी एच एम, प्लॉट 10, सेक्टर 19, खांदेश्वर, कामोठे, न्यू मुंबई, महाराष्ट्र, इंडिया, रोड नं:-, महाराष्ट्र, AHMEDNAGAR. पिन कोड:-410209 पॅन नं:-AOXPD8812N

2): नाव:- काजल विशाल दुराफे - - वय:-24; पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं: 204, सेकंड फ्लोअर, श्री कलश सी एच एम, प्लॉट 10, सेक्टर 19, खांदेश्वर, कामोठे, न्यू मुंबई, महाराष्ट्र, इंडिया, रोड नं:-, महाराष्ट्र, AHMEDNAGAR. पिन कोड:-410209 पॅन नं:-CJSPA0969B

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.



sr.	Purchaser Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Vishal Bansal Duraphe	69103332021030412907	MH0125524502021M	139900.00	SD	0006068349202021	09/03/2021
2	DHC		0903202100238	2000	RF	0903202100238D	09/03/2021
3	Vishal Bansal Duraphe	eChallan	MH0125524502021M	30000	RF	0006068349202021	09/03/2021

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







CHALLAN  
MTR Form Number-6

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GRN	MH012552450202021M	BARCODE			Date	03/03/2021-12:01:10	Form ID	25.2
Department	Inspector General Of Registration				Payer Details			
Type of Payment	Stamp Duty Registration Fee		TAX ID / TAN (If Any)					
Office Name	MLS2_MULSHI 2 SUB REGISTRAR		PAN No.(If Applicable)	AOXPD8812N				
Location	PUNE		Full Name	Vishal Bansilal Duraphe				
Year	2020-2021 One Time		Flat/Block No.	FLAT NO-505,WING-A, TOWER-1-OAK, YAHAVI				
Account Head Details		Amount In Rs.	Premises/Building					
0030046401 Stamp Duty		139900.00	Road/Street	LAVALE				
0030063301 Registration Fee		30000.00	Area/Locality	PUNE				
			Town/City/District					
			PIN	4 1 2 1 1 5				
			Remarks (If Any)	PAN2=AAFFI5657L~SecondPartyName=IMAGE REALTY LLP~				
			Amount In	One Lakh Sixty Nine Thousand Nine Hundred Rupees O				
			Words	nily				
Total		1,69,900.00						
Payment Details			FOR USE IN RECEIVING BANK					
IDBI BANK			Bank CIN	Ref. No.	69103332021030412907	693847847		
Cheque-DD Details			Bank Date	RBI Date	04/03/2021-14:41:07	05/03/2021		
Cheque/DD No.			Bank-Branch		IDBI BANK			
Name of Bank			Scroll No. , Date		100 , 05/03/2021			
Name of Branch.								



Mobile No. : 9920300303

Department ID :  
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
सदर चलन केवल दयम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे . नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही .

Signature Not Verified

Digitally signed by DS  
VIRTUAL TREASURY  
MUMBAI 03  
Date: 2021.03.09  
16:21:09 IST  
Reason: Secure Document  
Location: India

Challan Defaced Date: 2021.03.09

Sr. No.	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(IS)-453-4352	09/03/2021-14:37:47	IGR045	30000.00
2	(IS)-453-4352	09/03/2021-14:37:47	IGR045	139900.00
Total Defacement Amount				1,69,900.00



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<b>Department of Stamp &amp; Registration, Maharashtra</b>	
Receipt of Document Handling Charges	
PRN 0903202100238	Date 09/03/2021
Received from IMAGE REALTY LLP , Mobile number 9881498376, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Mulshi 2 of the District Pune Gramin.	
<b>Payment Details</b>	
Bank Name SBIN	Date 09/03/2021
Bank CIN 10004152021030900201	REF No. IGAKRPW000
This is computer generated receipt, hence no signature is required.	

*Vishal D.*  
*~~Rajal~~*





**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

### Receipt of Document Handling Charges

PRN 0903202100238

Receipt Date 09/03/2021

Received from IMAGE REALTY LLP, Mobile number 9881498376, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 4352 dated 09/03/2021 at the Sub Registrar office Joint S.R. Mulshi 2 of the District Pune Gramin.



### Payment Details

Bank Name SBIN

Payment Date 09/03/2021

Bank CIN 10004152021030900201

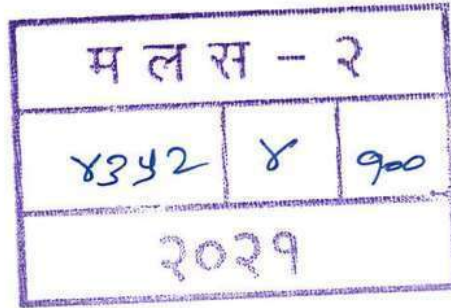
REF No. IGAKRPWOOD

Deface No 0903202100238D

Deface Date 09/03/2021

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

*Vishal D.*  
*Kejari*







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**AGREEMENT FOR SALE**

This AGREEMENT FOR SALE ("**Agreement**") made and executed at the PLACE and on the DATE mentioned in **Item No. 1** and **Item No. 2** respectively of the **FIRST SCHEDULE** hereunder written

**BETWEEN**

**IMAGE REALTY LLP**, a Limited Liability Partnership formed and registered under the provisions of Limited Liability Partnership Act, 2008 bearing LLPIN No. AAF-4209 and having its registered office at 401, Phoenix, 4<sup>th</sup> Floor, Opp. Residency Club, Bund Garden Road, Pune – 411001 (hereinafter referred to as "**the Promoter**") (PAN No. AAFI5657L) through its Constituted Attorney/Authorized Signatory **Mr. Sunil George / Mr. Swapnil Manikpure / Mr. Anu Koshy Kallithara** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or Partners for time being of the LLP, its successors in title and permitted assigns) of the **FIRST PART**;

**KNOWLEDGE CITY EDUCATION PRIVATE LIMITED**, a company incorporated and registered under the Companies Act, 1956 with CIN U80211PN2004PTC019117 and having its registered office at 401, Phoenix, Bund Garden Road, Pune, Maharashtra – 411 001, hereinafter referred to as the "**Confirming Party**" (PAN No. AACCK3791K) through its Constituted Attorney/Authorized Signatory **Mr. Haresh J Shah / Mr. Viraj Shah / Mr. Manik Nakate** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successor-in-title and permitted assigns) of the **SECOND PART**;

**AND**

The person/s specified in **Item No. 3** of the **FIRST SCHEDULE** hereunder written (hereinafter referred to as "**the Purchaser/s**") which expression, shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual or individuals his/her/their respective heirs, executors, administrators and permitted assigns and in case of a body corporate its successors, and permitted assigns and in case of a partnership firm the partners from time to time of the said firm, the heirs, executors, administrators of the last surviving partner and in case of a Hindu Undivided Family, the Karta and the members for the time being and from time to time the Coparceners and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and the heir or his permitted assign and in case of trust, trustees for the time being and from time to time of the trust and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and the heir or his permitted assign and in case of Limited Liability Partnership (LLP) include the heirs, executors, administrators and legal representatives and the partner or Partners for time being of the LLP) of the **THIRD PART**.

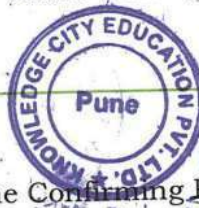
(The Promoter, the Confirming Party and the Purchaser/s are, wherever the context requires, hereinafter individually referred to as "**the Party**" and collectively as "**the Parties**")

**WHEREAS:**

- A. The Confirming Party and one Oxford Golf and Resorts Private Limited (*earlier known as Messrs. Oxford Golf Properties*) ("**Oxford**") were desirous of setting up a Special Township under the provisions of Maharashtra Regional and Town Planning Act, 1966 on a larger land comprising of all those pieces and parcels of lands or grounds admeasuring approximately 953 Acres in the aggregate situate lying and being at Village Lavale, Taluka Mulshi, District Pune, Maharashtra ("**Larger**



The Promoter



The Confirming Party

Vishal D.

The Purchasers



**Township Lands**) which was to be developed in phases. The Larger Township Lands are shown delineated in Green colour boundary line on the plan annexed hereto and marked as **Annexure 'A1'**;

The State of Maharashtra pursuant to its Notification bearing No. TPS-1806/2388/CR-891/07/UD-13 issued by the Urban Development Department under Section 18(3) of the Maharashtra Regional and Town Planning Act, 1966 dated 10<sup>th</sup> December 2007 granted locational clearance to the Confirming Party and Oxford ("**said Notification**") for the development of the Special Township Project on a portion of the Larger Township Lands including *inter alia* the Specified Land (as defined *hereinbelow*), on the terms and conditions contained therein;

By a Letter of Intent dated 28<sup>th</sup> April, 2008 bearing Reference No. PMA/CR/05/2008 issued by the Collector, Pune ("**LOI**"), the Confirming Party obtained necessary permission to carry out construction for the proposed special township project;

Pursuant to the said Notification, by an Order dated 8<sup>th</sup> August, 2011 bearing Reference No. PMA/NA/SR/05/08 read with Order dated 17<sup>th</sup> August, 2015 bearing Reference No. PMA/T.S./SR/01/15, both issued by the Collector, Revenue Department, Pune, the master layout plan/zone plan in respect of *inter alia* the Promoter Land (as defined *hereinbelow*) was sanctioned;

In order to facilitate development of the Larger Township Lands in phases, the Confirming Party and the Promoter (then known as Image Realty Private Limited) filed a Company Scheme Petition no. 46 of 2015 connected with Company Summons for Direction no. 930 of 2014 and Company Scheme Petition no. 47 of 2015 connected with Company Summons for Direction no. 931 of 2014 respectively before the Hon'ble High Court of Bombay in order to obtain its sanction to their scheme of arrangement under section 391 to 394 of the Companies Act, 1956 with respect to demerger/transfer of business of the Confirming Party including employees, workers, loans, approvals, consents, registrations, etc. pertaining to development of 61,14,556 (Sixty One Lakhs Fourteen Thousand Five Hundred and Fifty Six) square feet on a portion (as may be decided and demarcated by the Confirming Party and the Promoter, not being portions on which any kind of right has been created in favour of **FLAMES Foundation for Liberal and Management Education Society**) and **Avasara Leadership Institute**) of the "**First Phase Lands**" being all those pieces and parcels of lands or grounds admeasuring 2065705 square meters in the aggregate and equivalent to approximately 516.4263 Acres. By an Order dated 14<sup>th</sup> August, 2015, the aforesaid Scheme of Arrangement was sanctioned ("**Scheme of Arrangement**");

In terms of the aforesaid order dated 14<sup>th</sup> August, 2015, the Promoter became entitled to utilize floor space index of upto a maximum of 61,14,556 (Sixty One Lakhs Fourteen Thousand Five Hundred and Fifty Six) square feet ("**Image FSI**") to be developed by the Promoter on such portions of the First Phase Lands which shall be identified in the master plan, in the manner and on the terms and conditions contained therein ("**Promoter Land**") and is more particularly described in the **SECOND SCHEDULE** hereunder written and the same is delineated in blue colour boundary line on the plan annexed hereto and marked as **Annexure 'A1'**;

By an Order dated 28<sup>th</sup> September, 2015 passed by the Hon'ble High Court of Bombay, in the Scheme of Arrangement, certain amendments were carried out to the relevant clause in the Scheme of Arrangement and to clarify and capture the correct definition of the demerged business being transferred in pursuance of the sanctioned scheme;

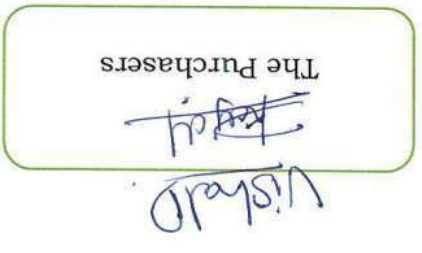
The Order dated 14<sup>th</sup> August, 2015, Order dated 28<sup>th</sup> September, 2015 and the Scheme of Arrangement



The Promoter



The Confirming Party



The Purchasers

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were subsequently registered with the office of the Sub-Registrar of Assurances under Serial No. MLS/2174/2016 (“**Promoter Deed**”);

- I. Pursuant to the Promoter Deed, by and under a Power of Attorney dated 4<sup>th</sup> June, 2016 and registered with the Office of the Sub Registrar of Assurances under Serial No. MLS/ 2175 of 2016, the Confirming Party appointed the Promoter, through its director, Mr. Haresh J. Shah, as its constituted attorney, to do all acts, deeds, matters and things in relation to the Promoter Land (“**Promoter POA**”);
- J. On 10<sup>th</sup> October, 2016, the Proposed Land use Plan (PLU) of the special township project at Village Lavale (“**PLU**”) was sanctioned by the Metropolitan Commissioner and Chief Executive Officer, Pune Metropolitan Region Development Authority, Pune (“**PMRDA**”) in respect of an area admeasuring 25,75,725.91 square meters from and out of an area admeasuring 27,28,000 square meters forming part of the Larger Township Lands;
- K. The Government of Maharashtra, vide a Notification dated 22<sup>nd</sup> November, 2016 bearing reference no. TPS – 1816/ 531/ CR-436/ 16/ UD-13 issued by the Urban Development Department under Section 18(3) of the Maharashtra Regional and Town Planning Act, 1966, granted locational clearance to the Confirming Party and Oxford in respect of an additional area admeasuring 11,79,671 square meters forming part of the said Larger Township Lands (“**said Additional Notification**”);
- L. By a Letter of Intent dated 28<sup>th</sup> November, 2016 bearing Reference No. 744 issued by the PMRDA, *inter alia* the Confirming Party obtained necessary permission to carry out construction for the proposed special township project on terms and conditions contained therein, in accordance with the said Additional Notification (“**Revised LOI**”);
- M. By a Development Permission and Commencement Certificate dated 1<sup>st</sup> February, 2019 bearing Reference No. BMU/ Village Lavale/ S. No. 1168P and others/ Pra. Kra. 621/ 18-19 issued by the PMRDA read with the revised PLU sanctioned by the Metropolitan Commissioner and Chief Executive Officer, PMRDA (“**Revised PLU/ Sanctioned Larger Layout Plan**”), the permission to commence the construction on an area admeasuring 35,65,266 square meters from and out of 38,57,154 square meters being the Larger Township Lands and which included the Specified Land (*as defined hereinbelow*), was accorded;
- N. By an Approval issued by the PMRDA as mentioned in **Item No. 4** of the **FIRST SCHEDULE**, the permission to commence the construction was granted for an area admeasuring 24,518.05 square metres including the Project Land. The Promoter reserves the right to alter, amend and modify the layout or any part thereof in accordance with applicable laws;
- O. Although it was always the intention of the Confirming Party and the Promoter to include the portion of the Specified Land bearing Gat No. 1265 (Part) admeasuring 4,292.22 (Four Thousand Two Hundred and Ninety Two point Two Two) square meters within the definition of Demarcated Land (*as defined in the Scheme of Arrangement*) in order to enable the Promoter to construct thereupon by utilizing the Image FSI, the said portion was inadvertently deleted from the definition of the First Phase Lands, while amending the original Scheme of Arrangement. Therefore, the Confirming Party and the Promoter are in the process of amending the Scheme of Arrangement for *inter alia* including the said portion within the definition of the Demarcated Land (*as defined in the Scheme of Arrangement*).



The Promoter



The Confirming Party

Vishal D.  
Kishor

The Purchasers



However, as the amendment to the Scheme of Arrangement may take some time, the Confirming Party has, independent of and dehors of the Scheme of Arrangement, permitted the Promoter to enter upon and construct on the aforesaid portion bearing Gat No. 1265 (Part) admeasuring 4,292.22 (Four Thousand Two Hundred and Ninety Two point Two Two) square meters vide an Agreement dated 18<sup>th</sup> January, 2021 executed by and between the Confirming Party and the Promoter;

P. Accordingly, the Promoter is well and sufficiently entitled to and in the process of developing a residential project by the name of 'Yahav' comprising of buildings Oak, Pine and Teak of Ground plus 32 floor each, a Club House and one Multi Level Car Park ("MLCP") or such other number of buildings as may be sanctioned from time to time subject to applicable laws, on lands bearing Gat Nos. 1171 (Part) admeasuring 19891.20 square meters, 1197 (Part) admeasuring 334.62 square meters and 1265 (Part) admeasuring 4292.22 square meters, and collectively admeasuring approximately 24,518.05 square meters, situated at Village Lavale, Taluka Mulshi and District Pune is referred to as "Specified Land" and as more particularly described in **THIRD SCHEDULE** hereunder written, being Sector OCR-09 of the township project/ the larger project by the name of 'Vanaha' being developed by the Promoter on the Promoter Land;

Q. By and under an Agreement dated 22<sup>nd</sup> February 2021, Shapoorji Pallonji and Company Private Limited, has granted the Promoter, a license to use the trademark of Shapoorji Pallonji and Company Private Limited, on the terms and condition contained therein;

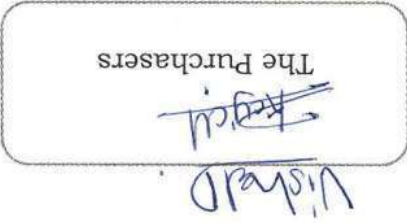
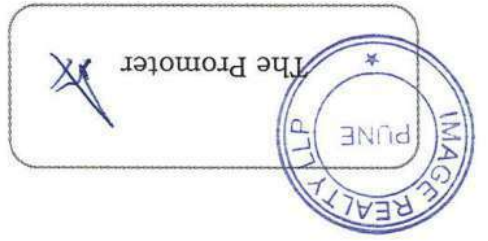
R. By and under an Indenture of Mortgage dated 20<sup>th</sup> November 2020 and registered with the office of the Sub Registrar of Assurances under Serial No. MLS-2/13484/2020 made between the Promoter, therein referred to as the Borrower/ Mortgagee, the Confirming Party, therein referred to as the Mortgagee/ Mortgagee 2 and ICICI Home Finance Company Limited, therein referred to as the Mortgagee/ ICICI HFC ("the Mortgage"), the Confirming Party mortgaged the Specified Land including the Project Land (as defined hereunder) and the Promoter mortgaged the units and the receivables in the Project (as defined hereunder), on the terms and conditions contained therein;

S. The Promoter has registered the building as mentioned in **Item No. 5 of the FIRST SCHEDULE** and as detailed in **Item No. 8 of the FIRST SCHEDULE**, as a 'Real Estate Project' under the provisions of Real Estate (Regulations and Development) Act, 2016 ("RERA") with the Maharashtra Real Estate Regulatory Authority ("RERA Authority") under the name mentioned in **Item No. 6 of the FIRST SCHEDULE**, bearing registration number mentioned in **Item No. 7 ("Project") of the FIRST SCHEDULE** authenticated copy of which is annexed hereto and marked **Annexure 'A2'**;

T. The Promoter proposes to construct /is constructing the Project on the land forming part of the Specified Land and as more particularly described in the **FOURTH SCHEDULE** hereunder written and shown on the plan thereof hereto annexed and marked as **Annexure 'A1'** and thereon shown surrounded by purple colour hatched lines (hereinafter referred to as "Project Land");

U. The Purchaser/s is aware that the non-exclusive access to the Project is from the National Highway No. 48 through the 18 meter-wide Approach Road and the 18 meter wide road as shown delineated in grey colour line in the plan annexed hereto and marked as **Annexure 'A1'**.

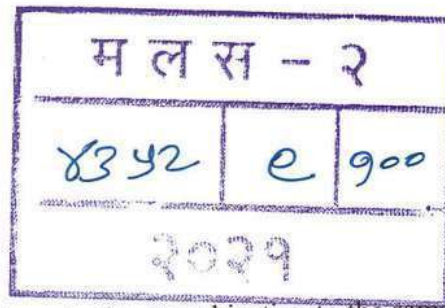
It is also hereby clarified that other multiple roads are proposed to be constructed as part of the township facilities and the Promoter may choose to provide an alternate non-exclusive access through



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such other roads and the Purchaser/s agree/s to not raise any objection to the same, as long as a non-exclusive access is provided to the Project by the Promoter;

- V. The Purchaser/s is informed that the Promoter is also required to Construct an EWS building/s (i.e. building for the economically weaker sections) and Fire Station in the Promoter Land, prior to the obtainment of the occupation certificate/s / building completion certificate/s of the Project, in accordance with the applicable laws and as such, the Promoter is in the process of developing the same in Sector OCU-01 (Fire Station) and OCR-14 (EWS buildings) forming part of the Promoter Land;
- W. This Agreement is for the Tower as mentioned in **Item No. 9** of the **FIRST SCHEDULE** which shall be constructed as may be permissible and sanctioned by the concerned authorities from time to time by utilizing part of the Image FSI as may be available and in accordance with the plans that may be sanctioned by the concerned authorities from time to time. It is clarified that as per the existing building plan approvals, only a part of the development potential proposed to be consumed on the Specified Land is presently available and being utilised in the course of construction of the proposed floors of buildings/Tower as mentioned in **Item No. 5** of the **FIRST SCHEDULE** and the Promoter shall from time to time make applications to the PMRDA for amendments to the approved plans and for issuance of further Commencement Certificate (CC) such that the entire development potential proposed to be consumed on the Specified Land, as may be decided by the Promoter, is consumed in the course of construction of the proposed floors of respective buildings on the Specified Land and accordingly, the plans for construction of the proposed floors of the Tower on the Project Land are subject to further modifications as per applicable laws. The Promoter intends to get the existing approvals revised, renewed and altered under the provision of Applicable Laws for consumption of remaining Image FSI, TDR, and all other permissible F.S.I. proposed to be used and utilized on the Project Land/Specified Land as may be approved by PMRDA as per the Development Control Regulations in force from time to time. The Purchaser/s shall not raise any objection and hereby give its express consent to the proposed construction of the additional floors and/or buildings on the Specified Land/ Project Land, at the sole and absolute discretion of the Promoter, irrespective of whether the same is constructed or not subject however to the applicable laws;
- X. Messrs. Dhaval Vussonji and Associates, Advocates & Solicitors for the Promoter have investigated the right of the Promoter to develop the Specified Land and have issued their Opinions on Title (3 nos.) all dated 18<sup>th</sup> January, 2021 bearing Reference Nos. DV/ PDF/ 523/ 20-21, DV/ PDF/ 524/ 20-21 and DV/ PDF/ 525/ 20-21 respectively, copies of which are annexed hereto and marked as **Annexure 'A3'** colly;
- Y. The copies of the 7/12 extracts of Gat Nos. 1171, 1197 and 1265 which the Specified Land forms part of, are hereto annexed and marked **Annexure 'A4'** colly and the copies of the existing approved Development Permission and Commencement Certificate (CC) along with approved layout plan granted by the PMRDA are hereto annexed and marked as **Annexure 'A6'** colly;
- Z. The Purchaser/s, being desirous of purchasing a Residential Flat in the Tower as mentioned in **Item No. 9** of the **FIRST SCHEDULE** to be constructed on the Project Land forming part of the Specified Land, has/have inspected photocopies of the title documents, and other relevant documents and the various plans and connected papers made available by the Promoter at the time of booking and registration of this Agreement;



The Promoter



The Confirming Party

Vishant

The Purchasers



AA. The Purchaser/s has/have demanded from the Promoter and the Promoter has given to the Purchaser/s, inspection of all title deeds and documents, orders, approved and proposed layout plans, sanction plans, floor plans, PMRDA approved unit plans, design and specification prepared by the Architect of the Promoter, i.e., M/s Kapadia Associates Design LLP, in-principal approvals, development permissions, all the endorsements on the development permissions, approvals, , CC, the Opinion on Title issued by the Advocates and Solicitors of the Promoter and all other documents specified under RERA or any other enactment as may be in force from time to time and the Rules and regulations made thereunder, relating to the Specified Land including the Project Land at the time of booking and registration of this Agreement;

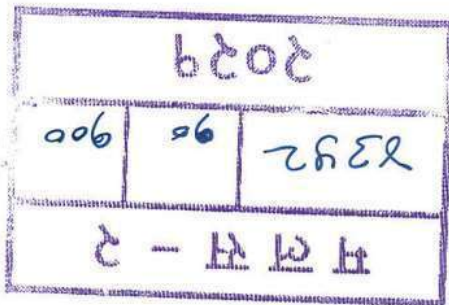
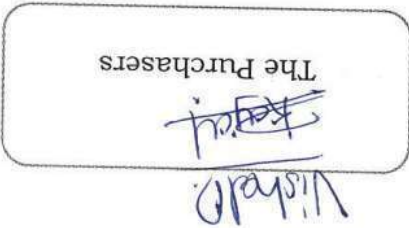
BB. The Purchaser/s has/have also examined all documents and information, including in respect of the title of the Promoter to develop the Project Land and uploaded by the Promoter on the website of the RERA Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects and is satisfied with the same;

CC. Prior to execution of this Agreement, the Purchaser/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the Residential Flat (as described hereunder), made enquiries thereon and is/are satisfied with respect to (i) the title of the Promoter to develop the Project and such title being clear and marketable; (ii) the approvals and permissions (including CC) obtained till date; and (iii) the Promoter's entitlement to develop the Project Land and to construct the Project thereon as mentioned in this Agreement and applicable law;

DD. The Purchaser/s is/are has/have perused and are entering into this agreement with full knowledge of the said sanctioned layout plans and use plans, and sanctioned building plans in respect of the Project Land and the right of the Promoter to revise the same and hereby consent and confirm that they have no objections to the same and will not raise any dispute or create any obstruction or hindrance in respect thereof or on account of amendments/changes/ modifications made to the Sanctioned Larger Layout Plans and sanctioned buildings plans of the Project Land as the Promoter would deem fit and proper. Provided however, the Purchaser/s ingress and egress to the Project Land, the Project and the said Residential Flat is not affected and the Purchaser/s right, title and interest in the respect of the said Residential Flat and all the amenities and facilities provided in relation thereto under this agreement are no prejudiced in any manner whatsoever;

EE. The Purchaser has been informed and is aware that the Specified Land and the Project Land form part of the Larger Township Land. The Purchaser is also aware of the magnitude and extent of the Larger Township Land and has been informed that the Larger Township Land will be developed in multiple phases as the Confirming Party (and the Promoter as far as the Promoter Land is concerned) deems fit and proper, either by itself or through any other developer or nominee or person and by adopting such mode and manner as the Confirming Party (and the Promoter as far as the Promoter Land is concerned) deems fit and proper;

FF. The Purchaser has been informed and confirms that the Revised PLU annexed hereto and marked as 'Annexure A7' may undergo change as decided by the Confirming Party so far as the Larger Township Land is concerned (save and except the Promoter Land and the Image FSI, decisions in respect of which will be taken by the Promoter as per the agreement between the Confirming Party and the Promoter) and the Purchaser will not raise any objection to the same;

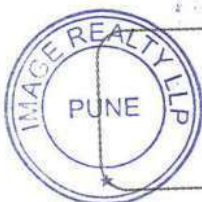




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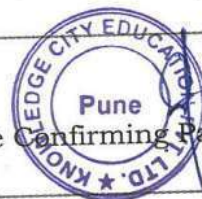


- GG.** The Confirming Party will be entitled to develop the balance Larger Township Land by utilising the maximum permissible FSI (in whatever form whether as TDR or incentive FSI or compensatory FSI or scheme FSI, or otherwise) as may be available from time to time, and that multiple buildings and structures will be constructed by utilising this FSI and potential, without affecting the Image FSI and/or the Promoter Land. The Purchaser has taken an informed decision after understanding all these aspects. Notwithstanding anything contained elsewhere in this Agreement, the FSI (whether in the form of TDR or otherwise) that the Promoter would be entitled to and the location for utilizing such FSI shall be as mutually agreed between the Confirming Party and the Promoter in writing (“**Image Potential**”);
- HH.** The Promoter declares that save and except as stated/ uploaded on the website of the RERA Authority, there is no other litigation in respect of the Project Land. The Purchaser/s has/have seen and accepted the title of the Promoter and shall not raise any requisitions with respect to the same;
- II.** The Purchaser being so desirous of purchasing a residential flat/apartment in the Project approached the Promoter and pursuant thereto, The Purchaser/s has/have agreed to purchase a residential flat, bearing Flat Number and Floor Number as mentioned in **Item Nos. 10 and 11** of the **FIRST SCHEDULE** in the Tower mentioned in **Item No. 9** of the **FIRST SCHEDULE** (“**Residential Flat**”) admeasuring **Flat Carpet Area** as mentioned in **Item No. 12** of the **FIRST SCHEDULE** and as shown hatched in red colour in the copy of the Floor Plan annexed hereto and marked as **Annexure ‘A5’**, to be constructed on the said Project Land, together with the right to use and occupy, in common with the other flat purchasers in the Project, the common areas and facilities more particularly mentioned in this Agreement and the exclusive rights to use the Parking Space/s as mentioned in **Item No. 13** of the **FIRST SCHEDULE** (“**Parking Space/s**”) and the appurtenant areas to the Residential Flat, as mentioned in **Item No. 14** of the **FIRST SCHEDULE** as more particularly described in the **FIFTH SCHEDULE** hereunder written and if applicable, exclusive open/ garden area for ground floor units, as mentioned in **Item No. 24** of the **FIRST SCHEDULE** as more particularly described in the **FIFTH SCHEDULE** hereunder written, subject to the terms and conditions mentioned herein, at or for a lump sum consideration as mentioned in **Item No. 16** of the **FIRST SCHEDULE** (“**Sale Consideration**”). For the sake of brevity, the Carpet Area of the said Residential Flat is as stated in **Item No. 12** of the **FIRST SCHEDULE** and the area of the appurtenant areas is as mentioned in **Item No. 14** of the **FIRST SCHEDULE** which in the aggregate are hereinafter collectively described as “**Total Area**”. For the removal of doubts, it is hereby clarified that the measurement of the Total Area is based on unfinished areas and that the Sale Consideration is only in respect of the said Residential Flat and the Promoter have neither charged nor recovered from the Purchaser/s any price or consideration for the Parking Space/s and/or appurtenant areas and/or the exclusive open/garden areas for ground floor units;
- JJ.** The Residential Flat along with the right to use and occupy the Common Areas, the appurtenant areas, the exclusive open/ garden areas for ground floor units (if applicable) and the Parking Space/s are hereinafter collectively referred to as the “**said Premises**”;
- KK.** The list of fixtures, fittings and amenities, with detailed specifications of the said Residential Flat are given in the annexure annexed hereto and marked as **Annexure ‘B’** (“**General Specifications**”). It is specifically agreed between the Parties hereto that the Promoter shall have the right to change/alter/substitute the said General Specifications in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Promoter subject however to the applicable law. If any change as aforesaid becomes



The Promoter

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The Confirming Party

Vishal D.

Kajal

The Purchasers



necessary, the Promoter shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Promoter to offer possession of the said Residential Flat on the specified date. The Promoter shall however try to ensure that such substitutes and/or alternatives are similar to the amenities as herunder agreed, in quality and quantity, as far as may be reasonably possible and subject to availability. The Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the Sale Consideration on account of such change/substitution. It is clarified that the General Specifications are not manufactured or produced by the Promoter and that the same are sourced from third party vendors/suppliers. Some of the General Specifications may be acquired under warranties and others may not have any warranties and the Promoter shall not be responsible to repair and/or replace the same. Accordingly, once possession of the said Residential Flat with the General Specifications is handed over by the Promoter to the Purchaser/s, thereafter in case of any operational issues or malfunctioning of the General Specifications, the Purchaser/s shall not hold the Promoter responsible and/or liable for repairs or replacement thereof; and the Purchaser/s shall make appropriate claims only against the supplier/manufacturer thereof, as per the terms of the respective warranties of the respective General Specifications (if applicable);

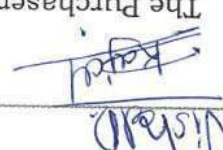
LT. It is understood by the Purchaser that this Agreement is restricted to the said Residential Flat and the Purchaser shall not be entitled to claim any rights over any other portion of the layout, save as provided in this Agreement. The Purchaser shall have no claim whatsoever except in respect of the said Premises. All other open spaces, unallotted flats/units and other spaces, etc. in the Project will remain the property of the Promoter until the conveyance/s in favour of the Association/Apex Body is/are executed;

MM. The Promoter has informed the Purchaser/s that the Promoter has entered into/will be entering into separate Agreements with other purchasers in the /buildings to be constructed on the Project Land/Specified Land;

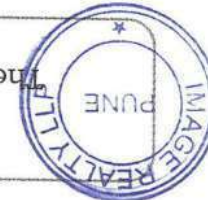
NN. It is clearly agreed and understood by the Parties herein, that the Promoter herein has been registered as a 'Promoter' and is developing the Project under the provisions of RERA. Additionally, the Promoter alone will be responsible for all obligations as a Promoter including in relation to construction and development of the Project, delivery of possession and the Confirming Party will not be liable for the same under any circumstances whatsoever and the Purchaser will not make any claim against the Confirming Party in that regard. The Confirming Party shall not be liable or responsible towards any obligation pertaining to the Project being developed by the Promoter, save and except transfer of title to the land in favour of the Association and the Apex Body will be undertaken by the Promoter and for matters set out in the Scheme. The Purchaser/s confirm that he/ she/ they/ it will not be entitled to call upon or compel the Confirming Party to perform the obligations of the Promoter towards the development of the Project. The role of the Confirming Party is as specifically set out in this Agreement and there are no other or implied roles or obligations;

OO. As required by section 13(1) of the RERA the Promoter is required to execute a written Agreement for sale of the said Residential Flat with the Purchaser/s, being in fact these present and also to register said Agreement for Sale under the Registration Act, 1908, the Parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence these presents;

PP. Notwithstanding anything stated in any other document/ allotment letter given or communicated with the Purchaser/s anytime prior, this Agreement shall be considered as the only document and its

The Purchasers  
  
 Vishal

The Confirming Party  
  
 The Edge City Education Pvt. Ltd. Pune

The Promoter  
  
 Image Realty Pvt. Ltd. Pune



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condition shall be read as the only conditions valid and basis for which the said Residential Flat is agreed to be sold to the Purchaser/s;

- QQ.** This agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the Project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the Purchaser/s in respect of the Residential Flat in the Project;
- RR.** The Promoter has entered into standard Agreement/s with Architects registered with the Council of Architects and such Agreement/s are as per the Agreement prescribed by the Council of Architects;
- SS.** The Promoter has appointed Structural Engineers for the preparation of the structural design and drawings of the Project and accordingly, the Project is being constructed under the professional supervision of the Architects and the Structural Engineers (or any suitable replacements/substitutes thereof);
- TT.** The Promoter has presently appointed Crystal Arch as Liaison Architect who are registered with PMRDA and have also appointed J.W. Associates as structural engineers for preparation of the plans, structural design and drawings of the buildings being constructed on the said Project Land/Specified Land. The Purchaser accepts the professional supervision of the said Liaison Architect and the said Structural Engineer till the completion of all the buildings on said Specified Land. The Promoter shall be entitled to change the Liaison Architect and/ or structural engineer at their discretion and the Purchaser(s) hereby confirms that he/she/it/they shall not have any objection to the same;
- UU.** The Income Tax Permanent Account Number/s of the Parties are as mentioned in **Item No. 15** of the **FIRST SCHEDULE**;
- VV.** The Parties hereto are desirous of recording the terms and conditions on which the Promoter has agreed to sell the said Residential Flat in the said Project in the manner hereinafter appearing.

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

**1. DEFINITION AND INTERPRETATION:**

**(i) Definition**

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

- (a) **"Agreement"** shall mean this agreement for sale along with the schedules and annexures enclosed hereto as amended from time to time.
- (b) **"Association"** shall mean the co-operative housing society created as a body of the purchasers of residential flats in the Project.
- (c) **"Apex Body/Federation"** shall mean the apex society to be created of all the associations (including the Association) formed in the Specified Land Layout / Specified Land for the purpose of holding the rights of the Specified Land and all common areas and common



The Promoter

*[Signature]*



The Confirming Party

*Vishal D.*  
*[Signature]*

The Purchasers



amenities and facilities including for the purpose of maintaining the same and allied functions; as may be decided by the Promoter and the Confirming Party in their sole discretion as the object of such Apex Body/Federation.

(d) "Balcony" means the area of the exclusive balcony/ies, which is/are appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Purchaser/s.

(e) "Carpet Area" means the net usable floor area of the said Residential Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony, to the said Residential Flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the said Residential Flat.

(f) "Common Areas" shall have the meaning as defined in Clause 13.

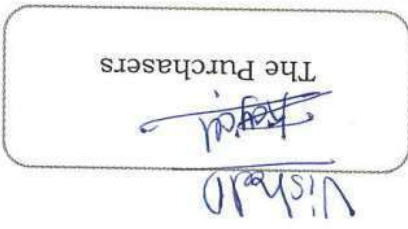
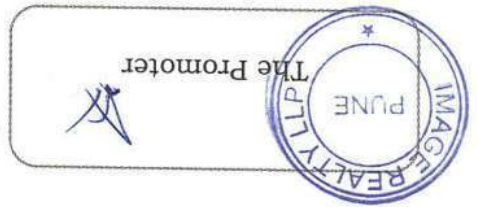
(g) "Demand Letter" shall mean the letter/demand/invoice/bill/or such other document known by any other name which is sent by the Promoter or its authorized agent acting on its behalf to the Purchaser/s demanding payment towards the instalments/taxes/other charges/interest either now or in the future to be paid by the Purchaser/s including in the manner set out in the Payment Schedule under Clause 4 of this Agreement.

(h) "Floor Space Index" or "F.S.I." shall mean floor space index as defined in the applicable Development Control Regulations and shall also include additional F.S.I which is obtained by the Promoter on payment of premium to PMRDA or other statutory authorities and F.S.I. granted by PMRDA.

(i) "Force Majeure Events" shall include the following:

- (I) Acts of God such as floods, cyclones, lightning strikes, earthquake, drought, storm or any other effect of natural elements, occurrence/existence of any pandemic and/or epidemic, famine or plague;
- (II) Acts of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, armed conflict blockade, embargo, revolution, rebellion, riot, insurrection, civil commotion, insurrection, acts of terrorism or sabotage whether inside or directly involving India or outside and/or not directly involving India, military or usurped power or civil war/disorders, any lockdown for any reason whatsoever;
- (III) Radioactive contamination or ionizing radiation;
- (IV) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;
- (V) Non-availability of steel, cement, other building materials, sufficient water or electricity supply;
- (VI) Strikes, lockouts or other labour difficulties;
- (VII) Any delay by the concerned body in sanctioning/providing the electricity and/or water connections;
- (VIII) Any delay in payments stipulated in this Agreement by the Purchaser/s;
- (IX) Any default by the Purchaser/s of the terms and conditions of this Agreement;
- (X) Legal proceedings or any other order, rule or notification issued by competent authorities effecting the development of the Project/Project Land Layout;

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- (XI) Any notice, order, rule, notification or directive of the Government and/or any other public or competent authority or any Court or Tribunal or any quasi-judicial body or authority or any act, restraint or regulation of any Governmental Instrumentality including any Local, State, or Central Government of India or any department, instrumentality or agency thereof which adversely affects the construction schedule of the Promoter and if there is no delay in issuance of occupation certificate and / or building completion certificate by the PMRDA and / or Planning Authority or any local issues/litigation which may hamper the implementation of the Project including:
- Any Act, Regulation or restraint constituting a change in Law;
  - (b) Any failure by a competent authority to grant or renew any license, permit or clearance within reasonable time (other than for cause) after application having been duly made; or
  - (c) The imposition of any material condition on the issuance or renewal or continuance of any approval from a competent authority;
- (XII) Other force majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Promoter or their agents.
- (j) "GST" shall mean any tax on supply of goods, or services or both except taxes on the supply of the alcoholic liquor for human consumption."
- (k) "Interest" shall mean the highest Marginal Cost of Lending Rate (hereinafter referred to as "MCLR") of State Bank of India (hereinafter referred to as "SBI") plus two percent and in case the SBI MCLR is not in use then it would be replaced by such benchmark lending rates as fixed by SBI from time to time for lending to the general public plus two percent.
- (l) "Larger Township Lands Maintenance Charges" shall mean charges and taxes/levies to be paid by the Purchaser/s in respect of utilities of the Larger Township Lands, required under the development rules of the Larger Township Lands and which amount shall be handed over to the Super Apex Body/ Super Federation.
- (m) "Maintenance Charges" shall mean charges and taxes/levies to be paid by the Purchaser/s in respect of maintaining the Project, the Common Areas, and the Parking Space/s.
- (n) "Maintenance Company" shall mean the Promoter and/or any agency to be appointed by the Promoter for managing the affairs and management post construction until such management is handed over to the Association/Apex Body/Federation.
- (o) "MahaRERA Rules" shall mean the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, rates of interest and disclosures on Website) Rules, 2017 read with any other applicable RERA rules and regulations for Maharashtra, formed under the RERA.
- (p) "Other Charges" shall have the meaning as defined in Annexure 'C';
- (q) "Parking Space(s)" shall mean space meant/dedicated for parking on the said Specified Land, as mentioned in Item No. 13 of the FIRST SCHEDULE and described in the FIFTH SCHEDULE hereunder written for parking of vehicles (Cycle/Scooter/Car in a



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proportion as decided and permitted by the Promoter of the Purchaser in the Multi Level Car Park (MLCP) but shall not include a garage and/or open parking space(s).

(r) "PMRDA" shall mean the Pune Metropolitan Region Development Authority.

(s) "Possession Date" shall mean the date more particularly mentioned in Clause 11 of this Agreement.

(t) "Premises" shall mean the Residential Flat along with the right to use the Common Areas and the exclusive right to use the appurtenant areas, the exclusive open/ garden areas for ground floor units (if applicable) and the Parking Space/s.

(u) "Project Land" shall mean the land described in the FOURTH SCHEDULE hereunder written.

(v) "Project" shall mean and include the building being developed by the Promoter on the said Project Land as mentioned herein.

(w) "Project Land Layout" shall mean the sanctioned layout approved by PMRDA applicable to the Project Land from time to time and forming part of the Specified Land Layout.

(x) "Promoter Land Layout" shall mean the sanctioned layout approved by PMRDA in Promoter Land from time to time and shall also include lands that may be amalgamated with the Promoter Land.

(y) "RERA" shall mean The Real Estate (Regulation and Development) Act, 2016.

(z) "Residential Flat" shall mean the residential flat mentioned in Clause 2(i) hereinafter.

(aa) "Sale Consideration" shall mean sale price of the Residential Flat specified in Clause 3 of this Agreement.

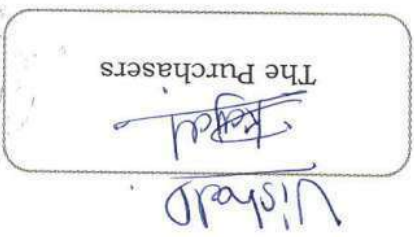
(bb) "Services" shall, for the purpose of this Agreement, mean water supply area, drainage systems, electrical plants appliance and cabling, ventilation for the building, lift wells for installation of lifts, firefighting systems, etc. the provisioning for which is done in the RCC structure of the buildings.

(cc) "Specified Land" means the land described in the THIRD SCHEDULE hereunder written.

(dd) "Specified Land Layout" shall mean the sanctioned layout approved by PMRDA in Specified Land from time to time and shall also include lands that may be amalgamated with the Specified Land.

(ee) "Structural Defect" shall mean any defects/damages caused to the structural members of the buildings, Common Amenities due to poor workmanship or poor quality of material used or willful neglect on the part of the Promoter or due to provisioning of Services in the buildings by reason of which the Purchaser/s is prevented from the use and enjoyment of the said Premises. **Provided however**, it shall not include defects/damages caused due to any latent defects in the material supplied or due to any defects/damages caused by action/s

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of the Purchaser/s or caused by normal wear and tear or vagaries of nature etc. or due to the following events:-

- (I) Acts of God such as floods, cyclones, lightning strikes, earthquake, drought, storm or any other effect of natural elements;
  - (II) Acts of war, hostilities (whether war be declared or not), due to which the building is attacked;
  - (III) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;
- (ff) **"Super Apex Body/Super Federation"** shall mean the apex society to be created of all the Apex Bodies/ Federations formed in the Larger Township Lands for the purpose of holding the rights if any in the Larger Township Lands and all common areas, amenities, facilities of the Township including for the purpose of maintaining the same and allied functions; as may be decided by the Confirming Party in its sole discretion as the object of such Super Apex Body/Super Federation.
- (gg) **"TDR"** shall mean Transferable Development Right as defined in the Development Control Regulation applicable to the said Specified Land /Promoter Land and which may be procured by the Promoter for utilization of the same for the Project / Project Land Layout /Specified Land Layout/ Promoter Land Layout.
- (hh) **"TDS"** shall mean Tax Deducted at Source, wherein the Purchaser/s, responsible for paying to the resident Promoter any sum by way of consideration, which for the purposes of TDS as per the applicable provisions of the Income Tax Act, 1961 and it includes all charges of the nature of, Advance Maintenance Charges, Larger Township Maintenance Charges, Corpus Fund Water and Electricity fee, and Development Charges or any other charges of similar nature, which are incidental to transfer of the said Residential Flat more particularly set out in **Clause 3** to this Agreement, shall, at the time of credit of such sum to the account of such Vendor or at the time of payment of such sum by issue of a Cheque or Demand Draft or by any other mode, whichever is earlier, deduct an amount at the rate applicable at the relevant time of the amount so payable, under the Income-tax Act, 1961.
- (ii) **"Tower"** shall mean the proposed building comprising of the Project being constructed on the said Project Land.
- (ii) **Interpretation**
- (a) The Parties herein agree and declare that the recitals as incorporated hereinabove shall form an integral part of this Agreement;
  - (b) Words importing the singular include the plural and vice versa;
  - (c) Reference to a gender includes a reference to all other genders;
  - (d) Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa;
  - (e) A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;



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(f) Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement; and

(g) The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement.

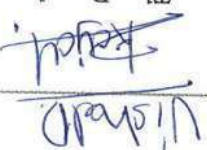
2. SALE:

(i) The Purchaser/s has/have requested the Promoter and based on the request, the Promoter has agreed to sell to the Purchaser/s on what is common known as "ownership basis" and the Purchaser/s has/have agreed to buy from the Promoter, the said Residential Flat being flat number, floor number, Tower, Carpet Area as mentioned in Item Nos. 9, 10, 11, 12 of the FIRST SCHEDULE, together with the right to use and occupy, in common with the other flat purchasers in the Project, the common areas and facilities more particularly mentioned in this Agreement and the exclusive rights to use the Parking Space/s as mentioned in Item No. 13 of the FIRST SCHEDULE ("Parking Space/s") and the appurtenant areas to the Residential Flat, as mentioned in Item No. 14 of the FIRST SCHEDULE and as more particularly described in the FIFTH SCHEDULE hereunder written and if applicable, exclusive open/ garden area for the ground floor units, as mentioned in Item No. 24 of the FIRST SCHEDULE and as more particularly described in the FIFTH SCHEDULE hereunder written, at and for the Sale Consideration as mentioned in Item No. 16 of the FIRST SCHEDULE and on the terms and conditions contained herein. For the sake of brevity, the Carpet Area of the said Residential Flat is as stated in Item No. 12 of the FIRST SCHEDULE and the area of the appurtenant areas is as mentioned in Item No. 14 of the FIRST SCHEDULE which in the aggregate are hereinafter collectively described as "Total Area". For the removal of doubts, it is hereby clarified that the measurements of the Total Area is based on unfinished areas and that the Sale Consideration is only in respect of the said Residential Flat and the Promoter have neither charged nor recovered from the Purchaser/s any price or consideration for the Parking Space/s and/or appurtenant areas and/or the exclusive open/garden areas for ground floor units.

(ii) At the request of the Purchaser/s, the Promoter has agreed to permit the Purchaser/s, the right to use the Parking Space(s), incidental to the said Residential Flat/s, provided however that such right shall be subject to variation/modification as may be made by the Association in respect thereof.

(iii) It is expressly understood by the Purchaser/s, that the said Residential Flat shall be used for the purpose of residence only.

(iv) The Purchaser/s agree(s) and confirm(s) that all parking spaces within the Project/Project Land Layout/ Specified Land Layout will be dealt with by the Promoter in the manner it deems fit and in accordance with the applicable laws. The Purchaser/s hereby declare(s) and confirm(s) that the Purchaser/s does/do not require any other parking space(s) and accordingly the Purchaser/s waives his/her/its/their claim, right, title, interest whatsoever on the areas of parking space(s) in the Project/Project Land Layout/ Specified Land Layout and/or any such right, title, interest accruing even at a future date. The Purchaser/s further

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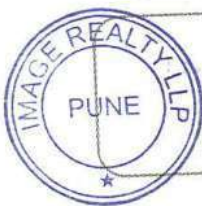


agree(s) and undertake(s) that he/she/they/it shall not be entitled to raise any objections towards the identification and allotment/allocation of parking space(s) done by the Promoter and/or the Association and/or the Apex Body/Federation at any time and shall not challenge the same anytime in future. The Purchaser/s agree(s) and acknowledge(s) that the Promoter and/or the Association and/or the Apex Body/Federation shall deal with the parking space(s) in the manner the Promoter and/or the Association and/or the Apex Body/Federation deems fit, subject to the Applicable Laws and the terms of bye-laws and constitutional documents of the Association and/or the Apex Body/Federation.

- (v) It is further expressly understood by the Purchaser/s, that the said Parking Space(s) shall be used for the purpose of parking vehicle(s) only.
- (vi) The Purchaser/s cannot sell and/or transfer the Parking Space(s) allotted to him/her/them independently and the same can be done only if the said Residential Flat is sold or transferred by him/her/them.

### 3. SALE CONSIDERATION:

- (i) The Promoter shall sell and transfer to the Purchaser/s and the Purchaser/s shall purchase and acquire from the Promoter, the said Residential Flat on "**ownership basis**" together with the right to use and occupy, in common with the other flat purchasers in the Project, the Common Areas and the exclusive rights to use the Parking Space/s and the appurtenant areas and/or the exclusive open/ garden areas for ground floor units (if applicable) for which the total Sale Consideration receivable by the Promoter towards the sale of the said Residential Flat shall be as mentioned in **Item No. 16** of the **FIRST SCHEDULE**. It is clarified that the Sale Consideration is only in respect of the said Residential Flat and as stated above and the Promoter have neither charged nor recovered from the Purchaser/s any price or consideration for the Parking Space/s and/or appurtenant areas and/or the exclusive open/ garden areas for ground floor units.
- (ii) The aforesaid Sale Consideration is exclusive of the payment of "**Other Charges**" as defined in the annexure annexed hereto and marked as **Annexure 'C'**, which Other Charges are subject to applicable TDS to be deducted by the Purchaser/s. All applicable taxes, duties, levies, cesses, statutory charges etc. including GST as are levied or which may be levied hereafter on the Other Charges shall be borne and paid by the Purchaser/s.
- (iii) All taxes, duties, levies, cesses, statutory charges including GST, and Other Charges (including any taxes thereon) as applicable/payable now or hereafter, and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Purchaser/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof. All these payments will be made by the Purchaser/s as and when called upon by the Promoter and/or as required by the concerned Government or authority, as the case may be.



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(iv) Out of the aforesaid Sale Consideration, the Purchaser/s has/have paid a sum as mentioned in **Item No. 17** and shall pay the balance of the Sale Consideration subject to and in the manner provided herein.

(v) 10% of the Said Consideration shall be treated as Booking Amount for the purpose of this Agreement;

(vi) The timely payment of Sale Consideration is the essence of this Agreement, and the Purchaser/s shall pay the balance Sale Consideration and all Other Charges payable under this Agreement without any default as per the Payment Schedule set out in **Clause No. 4** hereunder;

(vii) The Purchaser/s, as required under the provisions of section 194IA of the Income Tax Act, 1961, (or under any statutory modification or re-enactment of such provision) will deduct the TDS from the Sale Consideration, charges of the nature of infra & development charges, society formation, club membership fee, water, electricity, drainage, sewerage connection, maintenance fee, advance fee or any other charges of similar nature, which are incidental to transfer of the said Residential Flat and promptly deposit the TDS amount on each such installment as per the applicable provisions of Section 194-IA with the concerned authority. The Purchaser shall without fail within **30 (thirty) days** from the date of such deduction of TDS amount, furnish a signed original copy of the TDS Certificate (Form 16B) to the Promoter. In the event the Purchaser/s fail to deposit the TDS amount with concerned authority within the stipulated period or fail to furnish to the Promoter the signed original copy of the TDS certificate within the period specified herein, then in such events, the Purchaser/s shall be liable to bear and pay Interest to the Promoter on account of delay and to compensate the Promoter for any loss caused to them due to non-payment or delayed payment of the TDS.

(viii) The Purchaser/s shall also be liable to compensate the Promoter for any interest/penalty/loss incurred by the Promoter on account of the Purchaser's failure and/or delay to reimburse any applicable taxes, duties, levies, cesses, statutory charges etc. including GST within 7(seven) days of being called upon by the Promoter.

(ix) The Purchaser/s hereby agree/s that the Purchaser/s shall also be liable to pay all taxes, levies, statutory charges etc. including GST, imposed on or applicable to the transfer and sale of the said Residential Flat with retrospective effect or as a result of statutory interpretation of any existing provision of law in respect of levying such taxes, levies and statutory charges.

(x) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges and/or betterment charges or other levy (including any service tax/premium) payable to the competent authority and/or any other Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/s 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

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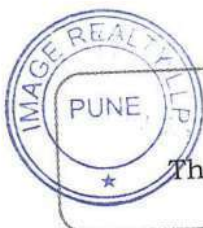


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subsequent payments. The Promoter will also have a charge on the Residential Flat for the aforesaid taxes/ charges/ levies (including interest thereon) till such time as the said outstanding amount/s (including interest thereon) are paid/ reimbursed to the Promoter by the Purchaser. The Purchaser expressly agrees to the above and undertakes to indemnify the Promoter in respect of the same.

- (xi) The promoter may charge the Purchaser/s separately for any upgradation/ changes specifically requested or approved by the Purchaser in fittings, fixtures and specifications and any other facility which have been done on the Purchaser/s request or approval but which have been not agreed upon herein.
- (xii) The Sale Consideration as mentioned hereinabove is mutually agreed by and between the Promoter and Purchaser/s hereto after having taken into consideration the following facts and the Purchaser/s shall not make any claim for damage or rebate in the Sale Consideration on any account whatsoever including the facts mentioned below:-
- The Purchaser/s is/are aware that the Promoter and/or the Confirming Party and/or its assigns may in the future be contemplating additional construction at the relevant time by way of additional floors/ buildings/ layouts on the Specified Land and/or the Promoter Land and/or the Larger Township Lands. The said additional construction may be undertaken at any time even after the Purchaser/s has/have taken possession of and is in occupation of the said Residential Flat and is therefore bound to cause inconvenience/ nuisance/ irritation to the Purchaser/s. The Purchaser/s has/have entered into this Agreement with full knowledge of the aforesaid facts and has given its consent for the additional construction;
  - The Purchaser/s shall not object to the inconvenience, noise, irritation and nuisance which would be caused if the Promoter undertakes such further construction;
  - The Promoter is entitled to amend, modify and/or substitute the Specified Layout Plan and/or the Promoter Layout Plan in full or in part, as may be required by the applicable law from time to time;
  - The Confirming Party (along with the Promoter, so far as the Specified Layout Plan and the Promoter Layout Plan is concerned) is entitled to amend, modify and/or substitute the Revised PLU and other approvals in full or in part, as may be required by the applicable law from time to time or as the Confirming Party would deem fit and proper in respect of the balance Larger Township Land;
  - The Promoter will be entitled to develop the Project Land itself or in joint venture with any other person, or by transferring its shareholding in favour of any other persons and / or will also be entitled to mortgage and charge the Project Land and the structures to be constructed thereon from time to time;
  - The partners of the Promoter may also change during the course of the project, including by way of retirement or reconstitution.



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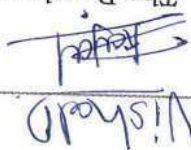



**4. PAYMENT OF INSTALMENTS AND OTHER CHARGES:**



- (i) **Payment Schedule**
- (a) Upon completion of each stage of construction ("Milestones"), the Promoter shall issue Demand Letters/Payment Notices ("Demand Letter") to the Purchasers, for payment of the balance Sale Consideration, payable in such instalments as more particularly defined within the Payment Schedule ("Instalments") annexed hereto and marked as Annexure 'E'.
- (b) The Sale Consideration is arrived at on the assurance of the Purchasers to abide by the Payment Schedule only and it will not be altered by the Purchasers. The Purchaser/assures the Promoter that the balance Sale Consideration will be paid as per the Payment Schedule, time of payment of each Instalment against the completion of each Milestone as defined therein, being the essence of this Agreement.
- (c) The decision of the Architect (appointed by the Promoter from time to time) with regard to the completion of each Milestone shall be final and binding on the Purchaser/ and the Purchaser/ shall pay the balance Sale Consideration instalments and all Other Charges mentioned in Annexure 'C' within the due dates as would be mentioned in the Demand Letter.
- (d) The Purchaser/ and/or his/her/their transferee shall additionally be liable to pay all applicable taxes, duties, levies, cess, statutory charges including GST, or Other Charges existing or levied hereafter and/or due to change in interpretation or application of any tax as may be applicable and levied by the Central/State Government or any other authority at the applicable rate simultaneously with the payments of each Instalment of amounts payable under this Agreement, with retrospective effect, if so required by law.


(ii) **Prompt Payment**

- (a) The Purchaser/ assures the Promoter that the Sale Consideration, taxes & duties as applicable thereon and as also any Other Charges mentioned in this Agreement shall be paid in accordance with the due dates mentioned in the Demand Letter without default. Timely payment shall be the essence of this Agreement. The Promoter has informed the Purchaser/ and the Purchaser/ is/are fully aware that any delay or default in payment by the Purchaser/ could jeopardize the said Project as well as expose the Promoter to financial losses and also affect the other purchaser/ by way of delays in the timely completion of the Project;
- (b) The Promoter shall intimate to the Purchaser/ as and when the Instalments are due and the Purchaser/ shall pay all such amounts forthwith and in any case within 21 (twenty one) days from the date of such Demand Letter. In case of any delay in the payment of any of the Instalments or any other amounts under this Agreement, then without prejudice to the other rights and remedies available with the Promoter,

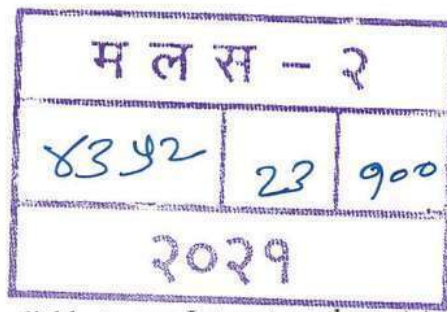
  
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the Purchaser/s shall be liable to pay Interest on the outstanding amount for the period of delay.

- (c) It is hereby agreed that the time for payment as specified in the Payment Schedule is the essence of this agreement and on failure of the Purchaser/s to pay the same on due dates, it shall be deemed that the Purchaser/s has committed breach of this Agreement and the Promoter shall be entitled to take such actions as they are entitled to take in case of breach/ default of this Agreement, including termination of this Agreement notwithstanding the rights and entitlements of the Promoter contained in this Agreement or under any applicable law.

**(iii) Payment Terms and Conditions**

- (a) All payments to be made by the Purchaser/s under this Agreement are to be made in the bank account number/s (“**the said Account**”) mentioned in the invoice or Demand Letter raised by the Promoter. The sums deposited by the Purchaser/s in the said Account will be dealt by the Promoter in the accordance with RERA read with the Rules.
- (b) All payments to be made by the Purchaser/s to the Promoter under this Agreement shall be made by Cheque (payable at Par)/ Demand Draft/ Pay Order/ NEFT/ RTGS/ Wire Transfer in favour of the Promoter in the said Account, and shall be considered to have been received by the Promoter only when the amount receivable is confirmed as credited into the said Account. The Purchaser shall Intimate to the Promoter the details of wire transfer made e.g., UTR / NEFT reference no. with proper payment advices.
- (c) The said Account is to be used by the Purchaser/s for the purpose of making all payments to the Promoter under this Agreement and are payable in favour of the Promoter’s Account Name only.
- (d) In cases of all cheques or pay orders or demand drafts or wire transfers, the collection charges, if any will be debited to the Purchaser/s account and only the net amount so received from the Purchaser after adjusting the collection charges against actual payment demand from the Promoter will be calculated as net credit to the Purchaser/s account;
- (e) The Purchaser/s shall make all the payments to the Promoter by Demand Draft/ Pay order/ Cheques (At Par). If the Purchaser/s makes the payment by the outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoter and to the extent the said amount is credited by deducting the commission of the Bank. Payment of any Instalments if made in advance shall be adjusted against the last Instalment of the Payment Schedule or howsoever the Promoter decides in its absolute discretion and the Purchaser/s shall have no say to the same. No interest or credit shall be paid by the Promoter for such advance payments made by the Purchaser/s or Housing Finance Companies/Banks, etc.



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(f) In case of any cheque being dishonoured, a sum of Rs. 1,500/- (Rupees One Thousand Five Hundred only) would be debited to the Purchaser's account and the same shall be forthwith payable by the Purchaser. This is without prejudice to the right of the Promoter to charge Interest for delay and/or to terminate this Agreement as breach on the part of the Purchaser/s. Any taxes on the above amounts and/ or any legal charges pertaining to the dishonoured cheques, shall also be borne and paid by the Purchaser/s;

(iv) Lien/Charge

(a) The Purchaser/s agrees, declares and confirms the Promoter shall have a first lien and charge on the said Premises in respect of and to the extent of all such amounts/ (including interest thereon) which become due and payable by the Purchaser/s to the Promoter (under the provisions of this Agreement till such time as the said outstanding amount/s (including interest thereon) are paid to the Promoter.

(b) It is an essential and integral term and condition of this Agreement and of the title Purchaser/s, that only upon the payment of full Sale Consideration including other amounts, charges, dues, outgoings, taxes, duties, cesses including GST and Other Charges etc., payable hereunder, having been paid on its due date/s without any default by the Purchaser/s to the Promoter (and not otherwise) and Purchaser/s has/have furnished to the Promoter the requisite Form 16B for all amounts of TDS, shall the Purchaser/s have or be entitled to claim any rights under this Agreement in respect of the said Premises.

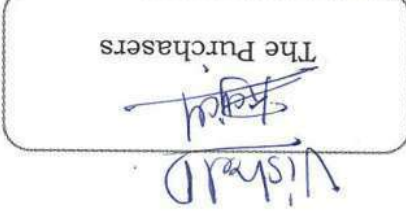
(v) Raising of Finance by the Promoter and/or Purchaser/s

(a) As on the date of execution of this Agreement, the Promoter has availed of finance pursuant to the Mortgage. The Promoter shall have the right to raise finance and/or loan from any financial institution, bank, NBFC, fund house, body corporate or any other person in future (hereinafter referred to as the "Lender"). For the purpose of raising finance, the Promoter may create mortgage/ charge, *inter alia*, on the said Specified Land / Promoter Land and/or the buildings and units / flats therein and/or securitization of the receivables subject however to the rights created in favour of the Purchaser/s in the said Premises pursuant to this Agreement.

(b) In the event the Promoter has availed of any finance for the development of the Specified Land/Promoter Land from any Lender and created any charge on the said Premises, then, the said Promoter shall provide a No Objection Certificate ("NOC") issued by such Lender or procure the same and provide a copy thereof to the Purchaser/s. The Promoter has procured requisite no objection and consent pursuant to the Mortgage for the purposes of sale of the said Residential Flat as contemplated herein.

(c) The Purchaser/s may obtain finance from any Lender but the Purchaser's obligation to purchase the said Premises pursuant to this Agreement shall not be contingent on ability / competency of the Purchaser/s to obtain such financing and the

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Purchaser/s shall remain bound by this Agreement whether or not he/she /it /they has/have been able to obtain financing for the purchase of the said Premises. However, the Purchaser/s shall before creating any charge on the said Premises obtain prior approval of the Promoter if the entire Sale Consideration and other payment payable hereunder to the Promoter has not been fully paid by the Purchaser/s.

(vi) **Compliance of laws relating to remittances.**

- (a) The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable Laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable Laws. The Purchaser/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- (b) The Promoter accepts no responsibility with regard to matters specified as hereinabove in sub-clause (a) above. The Purchaser/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable Laws. The Promoter shall not be responsible towards making payment/remittances to any third party on behalf of the Purchaser/s and such third party shall not have any right in the application/allotment of the said Premises applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser/s only.

5. **DELAY & DEFAULT IN PAYMENT AND CONSEQUENCES:**

- (i) Upon demand, the Purchaser/s agrees to pay to the Promoter the payment instalments of Sale Consideration mentioned in **Clause 3** within **21 (twenty-one)** days from the Demand Letter sent by the Promoter either to the postal address provided by the Purchaser/s or electronically delivered to the registered email address provided by the Purchaser/s.
- (ii) Without prejudice to the other rights of the Promoter, the Purchaser/s agree/s to pay to the Promoter Interest, to be calculated on all amounts, which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement, from the date the said



The Promoter

*[Signature]*



The Confirming Party

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The Purchasers



amount becomes payable by the Purchaser/s to the Promoter, till payment thereof to and/or realization thereof by the Promoter.

- (iii) The rate of interest payable shall be the State Bank of India highest Marginal Cost of Lending rate plus two percent (2%). Provided that in case the State Bank of India Marginal Cost of Lending rate is not in use it would be replaced by such benchmark lending rate which the State Bank of India may fix from time to time for lending to the general public.
- (iv) Separate Demand Letter may be raised (although not bound to) by the Promoter for Interest on delayed payment with applicable Taxes, if any.
- (v) Interest to be paid by the Purchaser/s for delayed payment shall be paid within 7 days of the date of Demand Letter seeking payment of applicable accrued Interest.
- (vi) It is agreed by the Purchaser/s that time for payment of various instalments of the Sale Consideration and also of all other payments due hereunder by the Purchaser/s to the Promoter is essence of the contract.
- (vii) The Purchaser/s specifically agree/s that in the event of the Purchaser/s making any default in payment of any Instalments of the Sale Consideration, Other Charges and other payments under this Agreement on their due date and/or in observing and performing any of the terms and conditions of this Agreement and the default continuing, in spite of 15 days' notice in writing sent by the Promoter to the Purchaser/s to remedy the breach, the Promoter will be entitled to, without prejudice to any other rights and remedies that it may have, terminate this Agreement by giving termination notice in which event the consequences set out in Clause 27 shall follow.

**6. CONSTRUCTION:**

- (i) The Promoter shall construct the Project in accordance with Plans, designs, specifications sanctioned by the PMRDA and other authorities from time to time.
- (ii) The Purchaser/s acknowledges that, in the course of construction, certain changes, deviations or omissions may be required by governmental, municipal or other authorities having jurisdiction over the matter or certain design changes may be suggested by the Architect appointed by the Promoter. Further, job conditions on the Project may require certain changes, deviations or omissions, or the Promoter may deem that certain changes, deviations, additions or omissions are necessary or are in the best interest of the Project. Any such changes, additions, deviations or omissions recommended by the Promoter, the Architect appointed by the Promoter or required by governmental, municipal or other authorities are hereby authorized by the Purchaser/s provided the same do not entail any change in the Total Area or its location.
- (iii) The Purchaser/s shall not, make any visits to the construction site without the express consent and supervision of the Promoter, it being recognized that this is essential in the interest of safety of the persons visiting the construction site.
- (iv) The Promoter will observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the PMRDA and other authorities

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The Purchasers

The Confirming Party  
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at the time of sanctioning the ~~plans for the said Project or thereafter~~ and shall before handing over possession of the said Residential Flat to the Purchaser/s obtain from PMRDA occupancy certificate in respect of the Tower in which the said Residential Flat is located.

- (v) If within a period of five years from the date of Completion Certificate of the Residential Flat or from the date on which the Promoter has given the necessary intimation to the Purchaser/s for possession, whichever is earlier, the Purchaser/s bring/s to the notice of the Promoter, as the case may be, any Structural Defect in the said Residential Flat or in the residential Tower in which such Residential Flat is situated then, wherever possible, such defects shall be rectified by the Promoter at their own cost and in case 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.
- (vi) It is agreed by the Purchaser/s that the Purchaser/s shall not carry out any alterations in any of the RCC structures, fittings, pipes, water supply connections or any other erection in the bathroom, kitchen, toilet, WC, terrace, etc. If any of such works are carried out or any heavy load are stored in the said flat, balcony, terrace, etc any liability including the Structural Defects liability automatically shall become void and the Purchaser/s alone shall be responsible for it. Further, the Purchaser/s will be liable for paying damages, if any, to the flat below the Residential Flat or any affected flat or the Association.
- (vii) If due to the Purchaser/s or any other Purchaser/s act or negligence the Residential Flat is damaged, the repairs shall be carried out by the party responsible for such an act and the Promoters shall not be liable for the same.
- (viii) It shall be the responsibility of the Purchaser/s to maintain the said Premises in proper manner and take all due care needed.
- (ix) Where the manufacturer warranty as shown by the Promoter ends before the Structural Defects liability period and such warranties are covered under the maintenance of the said Premises/Tower and if the annual maintenance contracts are not done/renewed by the Purchaser/s, the Promoter shall not be responsible for any defects occurring due to the same.
- (x) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s, it shall be necessary to appoint a structural engineer and shall then submit a report to state the defects in materials used, in the structure built of the Residential Flat/Tower and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

#### 7. VARIATION IN SIZE OF THE SAID RESIDENTIAL FLAT:

- (i) The Purchaser/s agree/s that the calculation of Carpet Area in respect of said Residential Flat is based upon the plans approved by the concerned authority and the same may undergo variation at the time of completion of construction of the said Residential Flat. The Purchaser/s agree/s not to object to any such change and agrees not to demand cancellation or termination of this Agreement or refund of any money paid hereunder save and except as mentioned hereinbelow.



The Promoter



The Confirming Party

Vishal

The Purchasers



(ii) The Parties agree and acknowledge that the variation in the Carpet Area of the said Residential Flat up to +/- 3% (three percent) (or such other percentage as may be prescribed from time to time under the RERA) of the Carpet Area of the said Residential Flat agreed under this Agreement ("Threshold Limit") is acceptable to each of the Parties hereto and in such an event neither Party shall have any claim against the other Party. If there is any reduction in the Carpet Area above the Threshold Limit then the Promoter shall refund the excess money paid by the Purchaser/s (for such reduced area above the Threshold Limit) within 45 (forty-five) days with annual interest from the date such an excess amount was paid by the Purchaser/s. If there is any increase in the Carpet Area of the said Residential Flat allotted to the Purchaser/s beyond the Threshold Limit, the Promoter shall demand and the Purchaser shall pay additional amount (for any such increased area beyond the Threshold Limit) as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

(iii) The Promoter may make such variations or modifications in the plans/designs/specifications, as may be required during the construction and/or as required by any statutory authority or such change otherwise deemed necessary by the Promoter in view of the site requirement and as per Applicable Laws, without however substantially altering the dimensions location, area, amenities, fixtures and fittings of the said Residential Flat.



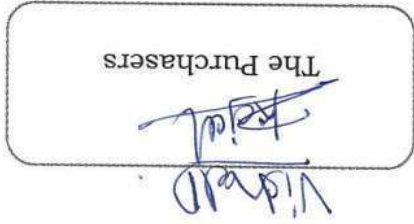
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**8. USE OF TRANSFERABLE DEVELOPMENT RIGHTS (TDR) / CHANGE IN F.S.I.:**

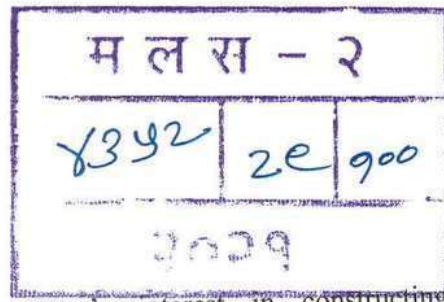
(i) The Promoter is and shall be entitled to and have the right, title and interest to load and utilize Transferable Development Rights ("TDR") and/or additional F.S.I. on the said Specified Land/Project Land and or to sell/ transfer the same and the Purchaser/s hereby give/s consent to the Promoter for such purposes, subject to the Image Potential.

(ii) The Tower has an approved potential as mentioned in Item No. 18 of the FIRST SCHEDULE and a further proposed potential as mentioned in Item No. 19 of the FIRST SCHEDULE, which may be utilized subject to receipt of necessary approvals in this regard from competent authorities. The Purchaser/s has understood the exact nature of the amendment and accordingly, has given his/her/their/its irrevocable consent to the same. This consent can be treated as an informed consent under the provisions of Section 14 of RERA.

(iii) The Promoter may use additional F.S.I./TDR on the said Specified Land / Project Land/ Promoter Land or any part thereof by constructing additional structure/s or additional Wings or additional floors, subject to the Image Potential. The Purchaser/s is/are aware about the same and hereby give/s his/her/their consent and no objection to the Promoter for any such further construction to be carried out, on the said Specified Land / Project Land / Promoter Land and/or upon the Tower by way of increasing/decreasing the number of floors or by way of constructing additional new Wing or Wings or separate buildings/structures by the Promoter in the future. In the event of TDR being used or the additional F.S.I. being made available and utilized by the Promoter, the Purchaser/s agree/s that the Purchaser/s has/have no objection and do not object to the Promoter any time now





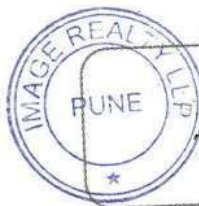


or in the future on the Promoter's interest in constructing any additional buildings/structures or Wings.

- (iv) The Purchaser/s has/have been informed and is/are aware that the buildable area has been sanctioned for the Specified Land Layout as a single land on the basis of the available Floor Space Index ("FSI") on the entire Specified Land and accordingly the Promoter shall develop the Specified Land in multiple phases.

9. **RIGHT TO DEVELOP THE LAND AND THE COMMON AMENITIES THEREIN FROM TIME TO TIME:**

- (i) The Purchaser/s shall have no right whatsoever to obstruct or hinder, on any ground the progress of the construction undertaken by the Promoter on the Promoter Land and/or the Specified Land. The Purchaser/s agree that the Promoter and Confirming Party will be entitled to free un-interrupted access, at any point of time through all the Common Areas of the said Project Land.
- (ii) The Purchaser/s shall under no circumstances object or obstruct the Confirming Party or the Promoter or any one claiming through them to the easement rights of passage, water lines, sewerage lines, gas lines, storm water lines, data and communication lines, electrical lines and/or any other infrastructural services below and/or overhead and under the ground of the said Specified Land, so far as the same is required for the development of the Larger Township Land.
- (iii) The Purchaser/s further covenants that the Promoter or anyone claiming through them are entitled to the usage of the common amenities as applicable to the Project Land/Specified Land including roads, common parking spaces, right to draw water, sewerage, electricity lines, data, voice/telephone lines and cables for the Project which may be undertaken upon the balance area of the said Specified Land.
- (iv) The Purchaser/s is/are fully aware that the development which is undertaken on the Specified Land/Promoter Land/ Larger Township Lands will be completed in phases and all the buildings will not be completed at the same time. The Purchaser/s shall, as and when informed by the Promoter that the Tower in which the said Residential Flat belonging to the Purchaser is complete, pay all the amounts due under this Agreement. The Purchaser/s is/are also aware and agree/s that some of the common amenities and facilities in the Project and /or Specified Land Layout shall be completed phase wise and all of which shall be completed at the time of the completion of development upon the Specified Land. The delay in the completion of the common amenities and facilities in the Specified Land shall not give any right to the Purchaser/s to claim any damages from the Promoter or delay any payment to the Promoter. It is further clarified that at the time of offer of possession of the said Residential Flat by the Promoter to the Purchaser/s, only the part occupancy certificate may have been issued by the concerned authority in respect of the Tower/Specified Land and full occupancy certificate may not have been issued at such stage and it is further clarified that at such time, certain facilities/amenities proposed to be provided may not be ready or other common amenities may not be completed and the Purchaser/s shall not delay accepting possession of the said Residential Flat or delay making any payments to the Promoter on the ground that such facilities/amenities are not operational and/or that certain



The Promoter

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The Confirming Party

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work in respect thereof is pending to be completed. It is further clarified that it may take time for the Promoter to complete all common amenities after obtaining the part occupancy certificate in respect of the said Residential Flat and the Purchaser/s hereby confirm/s that the Purchaser/s has no objection to the same and shall not cause any hindrances or obstructions in the course of the Promoter carrying out such work.

(v) The Purchaser/s hereby expressly agree/s that the Promoter shall be entitled to develop and sell all the flats in the Project and other parts of the Specified Land and all other structures, to be constructed on the Specified Land. The same may be permitted by the Promoter for being used for the purpose of guest house, serviced apartments, shared accommodation, dispensaries, nursing home, maternity homes, consulting rooms, hotel, restaurant, food court, department store, place of worship, banks, community halls, stalls, school, private classes, training centre, banquet halls or any residential or non-residential use as deemed fit by the Promoter and as may from time to time be permitted under the Development Control Regulations and/or by the concerned authorities and no objection thereof shall be raised by the Purchaser/s or the Association of the purchasers of premises in the Project.

**10. PARKING SPACES:**

- (i) The Allotment of any parking space shall be done as per first come first allot basis only of the choice of the respective purchaser/s. That the Purchaser/s shall not have any right to challenge the allotment of any parking space to any other purchaser/s by the Promoters.
- (ii) If any dispute arises in the future, regarding the parking space of any purchaser/s, then in that event the purchaser/s will settle disputes amongst themselves by mutual understanding and Purchaser/s will also not challenge the allotment of any parking space to any other Purchaser/s by the Promoters.
- (iii) Un-allotted Parking Spaces in the Project, if any, shall continue to remain the property of the Promoter and shall remain in possession of the Promoter. It shall be upon the Promoter's discretion to allot/use such un-allotted spaces that continue to remain with the Promoter.

**11. POSSESSION:**

(i) **Possession:**

(a) Possession to the Purchaser/s means that the Flat is complete in all respects as certified by the Architect of the Promoter. The certificate of the Architect authenticates the readiness of the Flat for possession will be treated as final. The construction activities of amenities and facilities, garden, lawns, play area, common amenities (if any provided by the Promoter) and other Towers will be in progress at the time of the Possession. Subject to there being no Force Majeure Event, and subject to timely receipt of payments of all amounts herein including the entire Sale Consideration from the Purchaser/s and the Purchaser/s not being in breach of any of the terms and conditions of this Agreement, the Promoter shall endeavour to complete and give Possession of the Residential Flat on or before date as mentioned in **Item No. 20 of the FIRST SCHEDULE ("Possession Date")**.

  
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 The Purchasers

  
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- (b) The Possession of the amenities and facilities, garden, lawns, play area, common amenities (if any provided by the Promoter) shall be handed over by the Promoter after the completion of the entire project on the Specified Land including all Towers.
- (c) In the event that the Purchaser/s has/have requested the Promoter to carry on certain additional works in the Residential Flat or any part thereof then and in that event the Promoter may not be in a position to handover possession of the Residential Flat to the Purchaser/s on before the Possession Date and in such an event the Promoter shall handover the possession of the Residential Flat to the Purchaser/s only after completion of such additional work and receipt of all approvals in relation thereto. The Parties agree that the Possession Date shall stand revised in such circumstances.
- (d) The Purchaser/s agree/s to accept the possession of the Residential Flat at an earlier date and pay the balance Sale Consideration as per the Payment Schedule, upon such earlier handover of possession of the said Residential Flat
- (ii) **Possession Delay:**
- (a) If the Promoter is unable to or fails to handover possession of the Residential Flat to the Purchaser/s on the Possession Date or such date as may be mutually extended then and in that event the Purchaser/s shall be entitled to either of the following:
- (I) request the Promoter in writing at the address provided by the Promoter, to pay Interest on the amounts paid by the Purchaser/s for every month of delay till the handing over of the possession of the Residential Flat to the Purchaser/s subject to the Purchaser/s having not committed any breach of any of the terms and obligations under this Agreement and executing the necessary extension letters/ documents in respect thereof in the format that may be required by the Promoter;
- OR**
- (II) terminate this Agreement by giving written notice to the Promoter at the address provided by the Promoter in which case upon receipt of notice by the Promoter, this Agreement shall stand terminated and cancelled.
- (b) The Purchaser/s hereby acknowledge/s and agree/s that he shall choose one of the aforesaid remedies and not both and once the Purchaser/s opt/s for any of the above options they shall not be entitled to change the option.
- (c) Upon termination under the aforesaid clause, the Promoter shall refund the Instalments of the Sale Consideration received by them from the Purchaser/s together with Interest payable thereon to be computed from the date the Promoter received each of the Instalments of the Sale Consideration till the date that the amounts are refunded, within a period of 30 (thirty) days from the date of receipt by the Promoter of the written notice by the Purchaser/s intimating such an intention.



The Promoter



The Confirming Party

The Purchasers



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(d) It is hereby clarified that all taxes and/or levies, deducted and/or paid by the Purchaser/s under this Agreement including TDS and Service Tax, VAT, GST shall be refunded by the Promoter to the Purchaser/s only after the refund of the same has been received by the Promoter from the governmental authority and within 30 (thirty) days from the date of such receipt by the Promoter from the government authority.

(e) Upon termination of the Agreement as aforesaid, the Purchaser/s shall have no claim of any nature whatsoever on the Promoter and/or in respect of the said Premises and the Promoter shall be entitled to deal with and/or dispose of the said Premises in the manner it deems fit and proper.

(f) The Purchaser/s agree/s that he/she/it/they shall accept the aforesaid refund along with Interest in full and final satisfaction of all his/her/its claim under this Agreement and/or otherwise.

**(iii) Mode of giving Possession:**

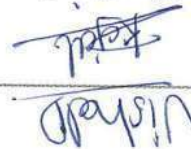
(a) Upon the Purchaser/s complying with all provisions, formalities, documentation, etc. as may be prescribed by the Promoter in this regard and provided the Purchaser/s is/are not in default of any of the terms and conditions of this Agreement, the Promoter shall serve upon the Purchaser/s a notice ("Possession Notice") to take the possession of the Residential Flat and then the Promoter shall give possession of the Residential Flat to the Purchaser/s on the date specified in the possession notice which shall be within 15 days of the Possession Notice. Non-completion of other residential flats, common areas, club house and other Project amenities at the time of possession cannot be a reason for not taking the possession.

(b) The Purchaser/s shall take the possession of the Residential Flat by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter in relation to the use and occupation of the said Premises including the Residential Flat and the amenities.

(c) Upon the Purchaser/s taking possession of the said Residential Flat, he/she/they/it shall have no claim against the Promoter in respect of any item of work in the Residential Flat, except to the extent provided herein.

**(iv) Deemed Possession:**

(a) It is understood by the Purchaser/s that even if the Purchaser/s fail to take possession of the Residential Flat after the Possession Notice has been served, the Purchaser/s shall be deemed to have taken possession of the same on the Fifteenth (15<sup>th</sup>) day from the date of Possession Notice. It is further understood by the Purchaser that any snag in the Residential Flat will be rectified by the Promoter only within the aforementioned 15 days and not thereafter.

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The Promoter  




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- (b) The Maintenance Charges for the said Residential Flat and the Larger Township Maintenance Charges shall be payable by the Purchaser/s from the date of physical possession or the 15<sup>th</sup> day from the date of Possession Notice whichever is earlier.

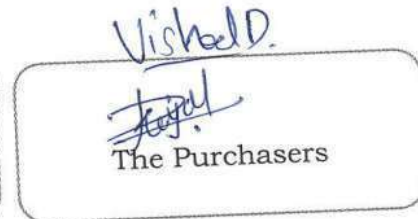
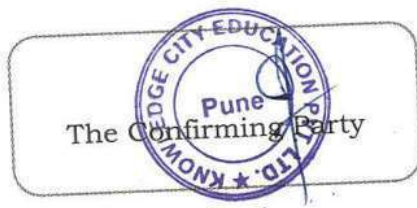
(v) **Responsibilities:**

On and from the Possession Date:

- (a) The Residential Flat shall be at the sole risk, cost and consequences of the Purchaser/s and the Promoter shall have no liability or concern thereof;
- (b) The Purchaser/s shall become liable to pay the **Maintenance Charges** (and Larger Township Maintenance Charges) and all other expenses necessary and incidental to the management and maintenance of the Project as provided in **Clause 23** in respect of the said Residential Flat and the Common Areas and facilities;
- (c) All taxes, duties, levies, cesses, statutory charges etc. including GST, deposits imposed, demanded or required to be paid to the authorities concerned or the Association/ Apex Body/ Federation/ Super Apex Body/ Super Federation, as may be decided shall be borne solely by the Purchaser as provided in **Clause 23**.
- (d) The Promoter shall not be responsible for any damage caused to the said Residential Flat on account of delay in taking over possession and in such an event; the Purchaser/s will have to take possession of the same on as is what is basis.
- (e) Notwithstanding anything herein contained the Promoter shall not be required to give possession of the said Residential Flat to the Purchaser/s till the entire Sale Consideration and all Other Charges and amounts due hereunder are paid by the Purchaser/s to the Promoter.

12. **TRANSFER TO THIRD PARTY:**

- (i) The Purchaser/s cannot transfer the said Residential Flat in favour of a third party till the Possession Date from the date of execution of this Agreement (hereinafter referred to as "**Lock-in Period**"). Transfer of the said Residential Flat may be permissible before the Lock-in Period subject to approval by the Promoter in writing, who may at its sole discretion permit the same on payment of transfer fees/charges calculated @ 2% of the Sale Consideration as mentioned in **Clause 3** of this Agreement, in addition to all applicable taxes and other administrative charges as may be fixed by the Promoter from time to time, subject to submission of *inter alia* affidavit/ undertaking/ request for transfer or any other document and on such terms and conditions and guidelines as the Promoter may deem fit. Transfer of the said Residential Flat shall be permissible only if all instalments as per this Agreement have been paid in full and all other payments that may be due as on date under this Agreement have been cleared in total. Stamp duty as applicable on this transfer shall be paid by the transferor/ transferee. However, the Purchaser/s agree/s and undertake/s to:
- (i) Pay the administrative charges as fixed by the Promoter; (ii) Register the Agreement/Deed for assigning the Purchaser's rights and obligations under this Agreement duly assigning his rights and obligations under this Agreement. The Promoter shall have the first right of refusal for purchasing the said Residential Flat at the same price at which it is proposed to be sold to a third party.





(ii) It is hereby clarified that, if the Purchaser/s is a company-public or private limited, any change in ownership of majority shares shall be deemed to be transferred and in case of partnership firm any change in the constitution of the partners of such partnership shall be deemed to be transferred and in case of constituents of such association shall be deemed to be a transfer, and in such situation, the provisions of sub-clause (i) shall apply.

(iii) 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 said Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the said Residential Flat, in case of a transfer, as the said obligations go along with the said Residential Flat for all intents and purposes.

**13. COMMON AREAS, AMENITIES AND FACILITIES**

(i) The **Common Areas** for the Project Land shall mean such parts and portions of the Project Land/Tower having common areas and facilities earmarked for the common use and enjoyment of all the owners/residents of the residential flats as mentioned hereinbelow, except Limited Common Areas which are exclusive common area earmarked for specific flats in the Tower:

- (a) The entire land for the Project/ Project Land Layout including the appurtenant area surrounding the Tower;
- (b) Compound wall and compound wall lighting;
- (c) Lifts, Lift pits and Lift Lobbies;
- (d) Common Terraces (except Limited Common Area);
- (e) Common Staircases;
- (f) Refuge Areas;
- (g) Common entrances and exits of the Tower;
- (h) Common Service Areas;
- (i) The areas for installation of central services such as electricity, water supply, water tanks, water pumps, ducts, sanitation and in general all apparatus and all installations, fittings and fixtures which may be provided for providing the common facilities;
- (j) Underground and overhead tanks;
- (k) Internal Roads and driveways;
- (l) Firefighting facilities, all other portions of the Project necessary or convenient for its maintenance, safety, etc., and in common use;
- (m) The garden and play areas.

(ii) The **amenities and facilities** which are part of the Common Area of the Specified Land Layout (i.e., Specified Land) are as mentioned in **Item No. 21 of the FIRST SCHEDULE**.

(iii) It is expressly agreed by and between the Parties herunder, that all the internal roads of the Specified Land are intended for the use and benefit of all the purchasers, occupants and users of all the residential flats and other premises in the entire layout of the Promoter Land.

The Promoter

The Confirming Party

The Purchasers

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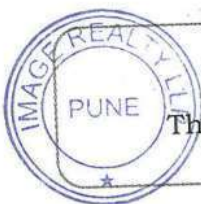
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- (iv) The Club House and the land appurtenant thereto shall always remain the property of the Promoter till the Specified Land is conveyed to the Apex Body/Federation on the completion of the development of the Specified Land Layout. The purchasers and other occupants shall abide by such rules and regulations for use of the Club House and other amenities and facilities as may from time to time be framed by the Promoter and/or Apex Body/Federation, as the case may be. However, the Promoter and/or Apex Body/Federation shall be entitled to collect from the purchaser/s/user/s the proportionate share of outgoings for the upkeep and maintenance of the Common Areas, amenities and facilities.
- (v) The Purchaser/s together with all other purchasers of residential flats and other premises in the Project/Project Land Layout /Specified Land Layout will not have any individual right in Common Areas, amenities and facilities built or provided in the Project/Layout for the common use and enjoyment of the purchasers.
- (vi) The Promoter shall have the right to put hoardings, neon signs or communication equipment in its name or in the name of its affiliates in the Common Areas of the Project Land Layout /Specified Land Layout.
- (vii) The Promoter will, at all times, be entitled to install the name or logo of Shapoorji Pallonji and/or its logo and/or name boards and/or put-up advertisements boards/ hoarding / neon signs, MS Letters, Vinyl & Sun Boards (hereinafter referred to as "the displays") with various devices (including electronic, laser and neon signs) in one or more places in the Project and/or the Specified Land including, on open spaces/s, the terrace of the said Tower and the compound walls of or on the façade of the Tower or on any parts of the Tower and/or buildings constructed/to be constructed, if it so desires. The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the displays or the Association that may be formed shall not change or remove the logo, so installed, under any circumstances and for all times to come. The Promoter shall be entitled, to exploit the said right, notwithstanding what is stated elsewhere in this Agreement and at all times, at his own cost and expenses, to bring in and install, maintain, operate, repair, paint, alter and/or change the displays as the case may be and carry out steel fabrication, related R.C.C. and other civil and other works and to approach the PMRDA or any other authority, the State Government, the Central Government and other concerned authorities, in its own right, for the purpose of obtaining licenses and other permissions and entitlements, in its own name for exploiting the said rights aforesaid and shall have full, free and complete right of way and means of access to the display and shall bear and pay all municipal rates and taxes, license fees, entitlement fees and other payments as may become payable to the PMRDA, the State Government, the Central Government and/or other concerned statutory authorities as charges and/or license fees charged for the purpose of exploiting the said rights.
- (viii) It is also understood by and between the parties here to that the balconies, terrace space or open spaces in front of or adjacent to the Residential Flat in the said Tower, if any, shall not be enclosed by the Purchaser/s till the permission in writing is obtained from the concerned local authority and the Promoters or the Association. Unless otherwise provided



The Promoter

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The Confirming Party

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in this agreement and not withstanding any oral dialogue, rights to such balconies, terrace or open space shall not vest in the Purchaser/s till the specific and exclusive rights to that particular balcony terrace or open space have been allocated to him/her/them/it under this agreement in writing. The balcony, terrace and spaces specifically allotted to the particular flat purchaser shall exclusively be used by the concerned flat purchaser and the same shall be a restricted area for any other flat purchaser.

(ix) All unallotted terraces/spaces shall belong exclusively to the Promoter unless specifically allotted to any purchaser/s and the Purchaser/s shall not object to the same and further the Purchaser/s hereby consents to the Promoter for using the same in any manner as they deem fit.

(x) Notwithstanding anything herein contained, the Promoter shall not be required to give possession of the said Residential Flat to the Purchaser/s till the entire Sale Consideration and all other amounts due hereunder are paid by the Purchaser/s to the Promoter.

(xi) The Purchaser/s is/are aware that the Club House and the other facilities and amenities may not be available till the entire layout of the Specified Land is completed. For this reason, the Purchaser/s shall not be entitled to any compensation or reduction in the agreed Sale Consideration for the said Residential Flat.

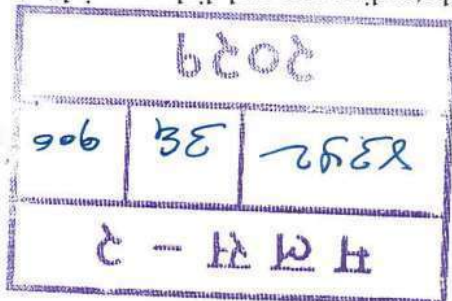
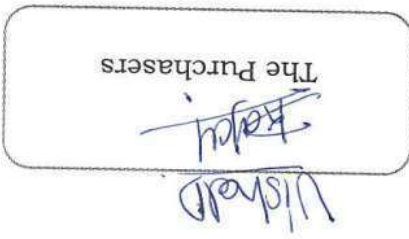
14. WATER, ELECTRICITY AND OTHER UTILITIES

(i) Water Supply

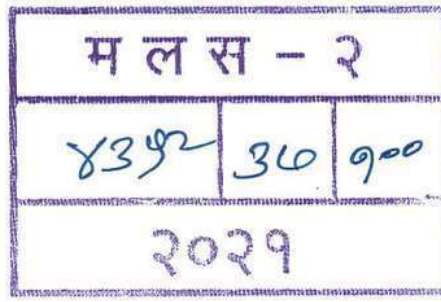
Water supply to the residents of the Project will be made available as may be permitted by the authorities concerned. Purchaser/s are prohibited from installing pumps to boost water supply. Cost of supply of additional water by tankers or otherwise, if required, shall be borne by the purchaser/s of the residential flats in the Project.

(ii) Power Supply and other utilities

- (a) The Purchaser/s shall be liable to pay for power supply at the applicable rate for the said Residential Flat.
- (b) The Purchaser/s shall pay for the security deposit for individual electric meters to be allotted to him by the concerned authority/company/agency.
- (c) In case the power supply authority fails to provide individual meter to the owners of the residential units and makes provision for a bulk supply, the Promoter shall provide sub-meters to the owners of the residential units, including the Purchaser, upon payment of the proportionate security deposit payable to the power supply authority for such connection. The amount recoverable from the Purchaser/s towards the same will be intimated in due course as soon as the same is known to the Promoter and the Purchaser shall pay the same within the due date to be mentioned by the Promoter.
- (d) Any security deposit towards any utilities would be subject to revision and replenishment and the Purchaser/s shall be liable to pay proportionately such revision and replenishment to the concerned authority/company/agency as per their norms.







- (e) The continued supply of electricity power, water and other such utilities shall depend on the supply received from the concerned utility supplier like Maharashtra State Electricity Distribution Company, electricity Supplier Company etc.

## 15. CLUB HOUSE

- (i) The Promoter intends to set up the Club House which, together with its assets and facilities, shall form part of the Common Areas of the layout on the Specified Land ("Club House"). The Promoter reserves the right to decide the amenities and facilities to be provided in the Club House.
- (ii) The usage of the Club House and amenities shall be governed by the provisions made herein in **Clause 16** of this Agreement.
- (iii) It is expected that the Club House will become operational simultaneously with the completion of the Specified Land Layout. It is understood by the Purchaser/s that non-operation of the Club or any of the facilities or amenities shall not be deemed as delay in handing over the possession of the said Residential Flat and the Purchaser/s shall take possession of the said Residential Flat whenever the same is offered for possession by the Promoter in accordance with this Agreement. For non-availability of Club House facility or other amenities till completion of the Specified Land Layout, the Purchaser/s shall not be entitled to any compensation or reduction in price as it is clearly understood that the Club House facility will be available on completion of the Specified Land Layout.

## 16. CLUBHOUSE MEMBERSHIP

- (i) The Purchaser/s shall pay annual subscription / maintenance and applicable usage charges with applicable taxes thereon to the Promoter, as prescribed from time to time and also abide by rules and regulations framed by the Promoter or Apex Body/Federation or its nominated agency for management of the Club House (as the case may be). It is further expressly agreed and understood that the Club House shall be used by the Purchaser/s or occupiers of the residential flats in the Specified Land Layout and is for the exclusive beneficial use of the Purchasers/occupiers of such residential flats only and no other person/s. Notwithstanding anything contained herein and pending the formation of the Apex Body/Federation, the Promoter shall also be entitled to use (at its own cost) the Club House for purposes of marketing/promotion of the real estate projects.
- (ii) Bonafide guests of such Purchasers/occupants may be permitted (if the management of the Club House so decides) to use the Club House along with them on such terms and conditions as the management of the Club House may decide from time to time.
- (iii) The membership of the Club House shall be in the name of the Purchaser/s of the said Residential Flat only (i.e., no corporate membership). However, if the Purchaser/s is other than an individual, it will be required to nominate the occupier of the said Residential Flat, who, while in occupation of the said Residential Flat will be entitled to use the Club House.
- (iv) The Purchaser/s understands and accepts that the membership of the Club House is an amenity. Each member shall have the right of use the Club House and its facilities on observance of rules and regulations of the Club House. No right or lien of any nature



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whatsoever will be created or deemed to be created in favour of members, in respect of either the fixed or movable assets of the Club House.

(v) The lessees/licensee of the purchaser/s of the residential flats within the Project Land Layout/Specified Land Layout shall be eligible for temporary membership of the Club House. However, such occupier may be charged extra for usage of the Clubhouse at the discretion of the Promoter or other management of the Club House.


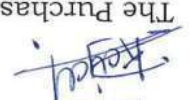
(vi) The detailed terms and conditions of membership and rules and regulations governing the use of the Club House facilities will be formulated and circulated in due course before the Club House is made operational. The Purchaser/s shall abide by these rules and regulations as amended from time to time.

(vii) The Club House will be managed, operated and maintained initially by the Maintenance Company till the formation of the Apex Body/Federation. Once the Apex Body/Federation is formed, the Club House will be managed by the Apex Body/Federation. The operational costs/charges of the Club House will be included in the Maintenance Charges and be as determined from time to time by the Maintenance Company/Apex Body/Federation, as the case may be.

(viii) The annual subscription / maintenance and applicable usage charges with applicable taxes thereon for the Club House payable to the Promoter/Apex Body/Federation will be fixed by the Promoter/Apex Body having regard to the expenses incurred by them and it may be charged to the Purchaser/s of flats on equal basis or on the basis of the area of the flat, as may be decided by the Promoter or as decided by the Apex Body/Federation after its charge is handed over to the Apex Body/Federation.

**17. FORMATION OF ASSOCIATION / MEMBERSHIP OF ASSOCIATION:**

- (i) The Purchaser/s are aware and acknowledge that the development of the Tower is a part of the Specified Land Layout and this Agreement is entered into by the Promoter and the Purchaser/s on the specific understanding that the Promoter shall form a society/ the Association of which the purchasers of the premises in the Tower shall become members.
- (ii) The Purchaser/s along with other purchaser/s of residential flats and other premises in the said Project/Project Land Layout/Specified Land Layout shall join in forming and registering a Society to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for formation and the registration of such Society and for becoming members, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 7(seven) days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the said organization of such purchasers as contemplated under RERA. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies, or any other competent authority as the case may be.

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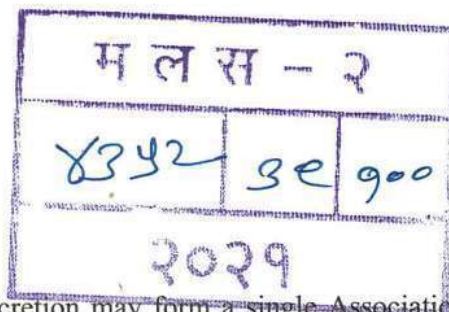
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- (iii) The Promoter at their own discretion may form a ~~single~~ Association or more than one Association in the Project Land Layout/Specified Land Layout. Provided however a separate Association shall be formed or the purchasers of residential flats shall be made members of an existing Association by the Promoter within three months from the date on which 51% (fifty one percent) of the total number of flats in the Tower have been booked by purchasers. Provided further that the management and affair of the Tower shall be undertaken by such Association only after the administration of the Tower is handed over to the Association by the Promoter.
- (iv) If the Promoter chooses to form more than one Association, the Promoter shall form an Apex Body as a federation of separate and independent co-operative housing societies, by submitting an application to the registrar for registration of the co-operative society to form and register an Apex Body in the form of Federation consisting of all such entities in the Specified Land Layout formed as per **Clause 17 (iii)** above. Such application shall be made within a period of three months from the date of the receipt of the occupation certificate of the last of the building which was to be constructed in the Specified Land Layout.
- (v) At the discretion of the Promoter and the Confirming Party, a Super Apex Body/ Super Federation may be formed of all the Apex Body/ Federations of the different layouts on the Larger Township Lands, in order to maintain the Township and for the vesting of the rights in the Larger Township Lands.
- (vi) The Purchaser undertakes to pay necessary fees for formation of the Association.

#### 18. TRANSFER OF TITLE: -

- (i) The Purchaser/s hereby agree and irrevocably consent that the Promoter is to take steps and shall be required to transfer the Tower in favour of the Association within three months from the date the occupation certificate for the Tower is issued by PMRDA. The transfer of the Tower to the Association will be only with the FSI utilised for the construction of the Tower and the Association will not be entitled to and shall not claim any further or other FSI.
- (ii) The Promoter will transfer and convey the MLCP and other structures for amenities and facilities to be constructed on the Project Land Layout / Specified Land to the Association/Apex Body on completion of development of the entire layout on the Specified Land and receipt of occupancy certificates to the last of the building or wing in the layout of the Specified Land. The Confirming Party shall transfer the rights in the Specified Land to the Apex Body/ Federation so formed, upon completion of the development of the entire Specified Land.
- (iii) Even if the Conveyance of the Project Land/ Specified Land and building thereon is executed in favour of such Apex Body/ Association respectively, the Promoter will not be bound to hand over possession of the said Residential Flat to the Purchaser/s or to the Association until all the amounts which are due and payable by the Purchaser/s to the Promoter under this Agreement or otherwise are paid along with interest, if any. The Promoter shall have lien on the said Residential Flat for unpaid price along with interest, if any, payable to them as also for any other amount payable by the Purchaser/s to the



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Promoter. Till such amount with interest, if any, is paid to the Promoter, the Purchaser/s or the Association will not be entitled to possession of the said Residential Flat and the possession of the Promoter shall continue till then.

(iv) The Association/Apex Body shall be liable to maintain, repair, renovate, reconstruct, rebuild, on the Specified Land (as the case may be) the electric sub-station, drainage line, electric cables, common water pipeline, or any other common facilities to be used and enjoyed by the occupants of the buildings constructed thereon.

(v) Each of the purchaser/s shall hand over the e-waste generated to MPCB (i.e. Maharashtra Pollution Control Board) approved dismantler or recycler or shall return the waste to the pick-up or take back services provided by the producers under extended producers responsibility as per E-Waste (Management and Handling) Rules 2011 or any statutory modification or re-enactment. The liabilities shall arise to do so from the date the purchaser/s is/are offered the possession of his/her/their Residential Flat

(vi) The name of the project being implemented on the Specified Land is as mentioned in **Item No. 22 (a) of the FIRST SCHEDULE** and the same shall not be changed by the Association/Apex Body. It is clarified that, the Promoter shall never be liable or required to pay any transfer fees and/or any amount, compensation whatsoever to the Association in respect of the sale or transfer of the unsold premises or resale of any premises in the event of cancellation of earlier sale, even after the conveyance of the Specified Land and structures thereon.

(vii) Notwithstanding what is contained to the contrary, the Confirming Party shall be entitled to convey or the Promoter shall cause to be conveyed the Project Land or the Specified Land or any part thereof, or portion or portions thereof either building wise, or phase-wise to the independent Society or Apex Body, as the case may be, at the sole option of Promoter in consultation with the Confirming Party, the option to be selected and exercised by the Promoter in consultation with the Confirming Party, and the Purchaser/s confirm that neither the Purchaser/s will be entitled to call upon or compel nor will they demand the Promoter to select any specific option.

**19. MORTGAGE:**

The Purchaser/s hereby declare/s and confirm/s that the Promoter has prior to the execution hereof, specifically informed the Purchaser/s that: -

(i) The Promoter currently has an arrangement with ICICI Home Finance Company Limited as aforementioned. The Promoter may, in future, have arrangement with other Lender(s), under which the said Lender would grant a line of credit to the Promoter to facilitate development of the Project/Specified Land Layout undertaken and carried on by it. As security for repayment of loans which may be advanced to the Promoter by the said Lender, the Promoter may create or cause to be created mortgages/charges on the Specified Land and its right to develop the same and/or construction thereon in favour of the said Lenders, and the securities created in favour of the said Lenders may be substituted from time to time. The Promoter is entitled to raise finance by securitization of its receivables for the

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flats allocated to it and the Purchaser has/have given and granted his/her/their/its specific and unqualified consent and permission to the Promoter for doing the same.

- (ii) The available and relevant title deeds relating to the Specified Land have been deposited with ICICI Home Finance Company Limited under the said Mortgage as security (along with other securities) for repayment of the loans already advanced and which may be advanced hereafter to the said Promoter under the said line of credit arrangement.
- (iii) The Promoter specifically reserves its right to offer the Promoter Land / Specified Land along with the construction thereon or any part thereof (save and except the said Residential Flat but including the receivables therefrom), as security (including by way of a mortgage or charge) to any other credit/financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the Promoter, and the Purchaser/s has/have given and granted his/her/their/its specific and unqualified consent and permission to the Promoter for doing the same.
- (iv) The Purchaser/s hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by the Promoter hereafter in this regard, and within 7 (seven) days of receiving the Promoter's written intimation in this regard, sign, execute and give to the Promoter, in such form as may be desired by the Promoter, any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission for the Promoter offering and giving the said Specified Land/Promoter Land and/or the Tower and/or the other buildings and structures proposed to be constructed on the said Specified Land/Promoter Land by the Promoter or any part thereof (save and except the said Residential Flat), as security in the manner mentioned in this Clause 19. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Purchaser/s shall be of the essence of this Agreement, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Purchaser/s herein, the Promoter have entered into this Agreement.

## 20. STAMP DUTY AND REGISTRATION OF THIS AGREEMENT:

- (i) This Agreement will be executed and registered in favour of the Purchaser/s upon receipt of all payments then due and payable by the Purchaser/s to the Promoter.
- (ii) The stamp duty, registration charges, legal fees and all other costs incidental to the execution of this Agreement and any other documents to be executed in pursuance thereof including the transfer/conveyance deed of the land and building shall be borne and paid by the Purchaser/s alone.
- (iii) The Purchaser/s shall lodge the original hereof for registration with the concerned Sub-Registrar of Assurances at Mulshi-2 within 15 (fifteen) days from the date hereof and the Promoter or their duly authorized agents shall attend such office and admit execution thereof.
- (iv) The Purchaser/s shall, in addition to Sale Consideration, pay all other costs, charges, applicable taxes, levies, ceases, statutory charges etc. including GST. The Purchaser/s shall



The Promoter



The Confirming Party

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The Purchasers



also pay to the PMRDA, Government or other public body or authority his/her/their share of betterment charges or any other charges by whatever name called or other cess, tax, levy or payment that may be hereafter charged, levied or sought to be recovered in respect of the Project Land/ Specified Land. The Sale Consideration of the said Residential Flat is calculated on the aforesaid basis and the Promoter is not and shall not be liable to contribute any amount towards any of the aforesaid costs, charges, expenses and outgoings. If any rate of tax, is increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Agreement, which was or will be assessed on the developer in connection with performance of the Agreement, an adjustment of the contract price shall be made by addition to the contract price or deduction therefrom. Taxes and duties, as applicable, should also be charged on supply of water, electricity, security services etc.

(v) In the event of any stamp duty, registration charges or any other tax, levies, cess, statutory charges etc. including GST becoming due or payable at any time before the Conveyance of the Tower/ Towers and Project Land/ Specified Land mentioned in an earlier clause, the Purchaser/ shall deposit with the Promoter the amount proportionately or actually due in respect of the said Residential Flat as and when called for by the Promoter.

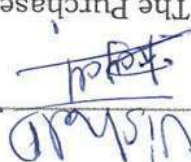
(i) The Purchaser/ shall not use the said Residential Flat or permit the same to be used for any purpose other than residential use or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other residential flats or for any unauthorized or illegal or immoral purposes/ in violation of any provision of law applicable thereto. Further, the Purchaser shall not use or permit the same to be used for any purpose other than permissible under any law for the time being in force.

(ii) The Purchaser/ shall maintain the said Premises at his/her/their own cost in good, tenable repair and condition, from the Possession Date and shall not do or suffered to be done anything in or to the said Tower in which the Residential Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make any addition in or to the said Tower in which the Residential Flat is situated and the Residential Flat itself or any part thereof.

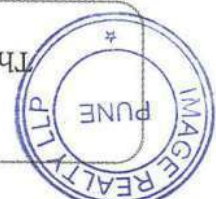
(iii) The Purchaser/ shall not store in the said Residential Flat and/or Parking Space and/or within the Common Areas of the Project Land Layout/Specified Land Layout, any goods which are of hazardous, combustible or dangerous nature or are so heavy as to cause danger to the construction or structure of the Tower or storing of which goods is objected to by the concerned local / other authority /Association / Promoter/s.

(iv) The Purchaser/s shall not carry or cause to be carried heavy goods, which may damage or likely to damage the staircase, common passage or any other structure of the Tower and the said Residential Flat; including entrances of the Tower in which the said Residential Flat is situated and in case any damage is caused to the Tower in which the said Residential

**21. THE PURCHASERS/ THEMSELVES AND WITH INTENTION TO BIND ALL PERSONS INTO WHOSEVER HANDS OVER THE SAID RESIDENTIAL FLAT MAY COME, HEREBY COVENANT/ WITH THE PROMOTER AS FOLLOWS:-**

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The Continuing Party  


The Promoter  


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Flat is situated or to any residential 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.

- (v) The Purchaser/s shall not without the written permission of the Promoter/s or their authorized agent, demolish or cause to be demolished the Residential Flat or any part thereof, nor at any time make or cause to be made any additions or alterations in the said Residential Flat and / or Balconies / Terraces and/or Parking Space or cause any damage to or nuisance in the Project/Project Land Layout/Specified Land Layout in any manner and shall keep the portion, sewers, drains and pipes in the said Residential Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Tower in which the said Residential Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Residential Flat / Tower without the prior written permission of the Promoter and/or the Society/Limited Company/Apex Body/Federation. If the alteration/addition requires any permission from the authorities, then the same shall be obtained by the Purchaser/s at their own costs, risks and consequences;
- (vi) The Purchaser/s shall not construct a loft and/or conduct other civil changes internally which shall be at the risk and cost of the Purchaser/s who shall not damage the basic R.C.C structure.
- (vii) The Purchaser/s shall not without the written consent of the Promoter or the Association, put up any name plate, sign board, neon sign, publicity or advertisement material in the Common Areas of the Project/Project Land Layout/Specified Land Layout. With a view to maintain uniform aesthetics of the exterior of the Tower, the Purchaser/s is not permitted and shall not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design, name plate shall be put up in places designated for the said purpose by the Promoter or the said Association;
- (viii) The Purchaser/s shall not without the written permission of the Promoter/ Association, store/keep any material in any area other than the said Residential Flat;
- (ix) The Purchaser/s will not hinder or obstruct the progress of the construction of the Project or any other construction in the Project Land Layout/Specified Land Layout or part thereof in any manner;
- (x) The Purchaser/s shall not carry out any structural alterations of whatsoever nature in the said Residential Flat and in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erections in the bathroom which may result in seepage of the water. If any of such works are carried out, the defect liability as stated in **Clause 6 (v)** shall automatically become void. In case such works are carried out without consent and/or affect any other flat, the Purchaser/s shall be liable for damages and costs of repair;
- (xi) Not to cause any nuisance or annoyance to the neighbours;



The Promoter



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(xii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Residential Flat, in the passage, in the compound or any portion of the Project Land/Specified Land and the Tower;

(xiii) Not to do or suffer to be done anything in or about Tower or the said Residential Flat or on the staircases and/or fire escape passages and/or the common passages which may be against the rules or regulations and bye-laws of the Association/Apex Body/Federation or PMRDA and/or any other concerned authority;

(xiv) Not to refuse or neglect to carry out any work directed to be executed in the Tower or in the said Residential Flat after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;

(xv) Not to encroach upon or make use of any portion of the Tower or open space of the compound not acquired by him or otherwise not forming part of the said Residential Flat;

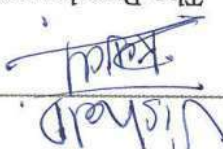
(xvi) To remove any obstruction or nuisance that may be caused by the Purchaser/s in the said Premises / said Tower/ Project forthwith on being called upon to do so by the Promoter/ Association and in the event the Purchaser/s failing to remove the said obstruction/nuisance, it may be removed by the Promoter or Association at the costs and consequences of the concerned Purchaser/s;

(xvii) Not to restrain the Promoter or their servants and agents from entering upon the said Residential Flat till the Conveyance of the Project Land/Specified Land and the Tower is executed, by the Promoter/ Confirming Party, as the case maybe for inspecting the same at all reasonable times after reasonable notice or from carrying out any construction or repair work on any part of the Tower or the said Residential Flat for proper maintenance or continuation of the facilities and amenities provided therein including making, repairing, maintaining, cleaning and keep clean and in good condition all surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used for the Tower and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or similar purposes;

(xviii) Not to affix any grill(s) fixture(s), pot(s), plant(s), or any other object(s) whatsoever, outside the window(s) and/or main door of the said Residential Flat or the balcony or the terrace or the utility area, other than what has been provided by the Promoter at the time of possession of the said Residential Flat;

(xix) Not to install or place any flowerpots or beds or maintain a garden on the balconies and/or any terrace of the said Tower without the prior permission of the Promoter or the Society/Limited Company, as the case may be. However even in the event such permission is granted, the Purchaser/s will be responsible for all future maintenance, water proofing and any damage caused to the said Tower due to any leakage or any allied damage attributable to the same.

(xx) To carry at his/her/their own cost, all internal repairs to the said Residential Flat and maintain the Residential Flat in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffering to be done anything in or to the said Tower in which the Residential Flat is situated which may be given by the

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rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and or other public authority.

- (xxi) To maintain the said Residential Flat, the walls and partition walls, sewers, drains, pipes and appurtenances thereto in a good repair and condition and shall not do or suffer to be done anything in the said Premises, which result in any nuisance/ destruction thereof and/or may be violative of the regulations framed by the Promoter or bye-laws of the Maintenance Agency or by other public/ concerned authority and shall attend to, answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws
- (xxii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Specified Land or the Project in which the said Residential Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the Tower and / or the said Residential Flat;
- (xxiii) Not to let, sub-let, transfer, assign or part with the said Residential Flat, interest or benefit of this Agreement or part with the possession and/or personal license of the said Residential Flat until (i) the entire Sale Consideration and all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and (ii) the Promoter have in writing permitted to the Purchaser/s to do so which permission the Promoter may give only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement;
- (xxiv) To install air-conditioner/s only in the space/s provided in the Residential Flat for the same, if the Purchaser/s desire to install air-conditioner/s of a type which or any part, unit or component of which will protrude/project substantially outside the said Unit, or be required to be affixed / installed outside the Residential Flat , the Purchaser/s shall install/ affix the same only after obtaining the Promoter' prior written permission to do so and shall strictly observe and comply with all the terms and conditions, if any, which may imposed by the Promoter in respect of the same.
- (xxv) The Purchaser/s shall at all times co-operate with the other purchasers/occupiers of the other residential flats inside the Project/ Specified Land, for the purpose of management and maintenance of the said Residential Flat, Parking and the Tower;
- (xxvi) To maintain the said Residential Flat at his/her/their own costs as a prudent person in good and tenable condition;
- (xxvii) To become a member of the Association and from time to time sign all letters, writings, communications, applications forms and registration documents and to do all other acts, deeds, matters and things as the Promoter and/or the Association shall require him/her/them to do;
- (xxviii) To conform to the terms and conditions of the N.O.C. issued by the Chief Fire Officer, in respect of the refuge area of the said Tower;



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(xxix) To observe, perform and comply with all the bye-laws, rules and regulations applicable to the residents/occupants including those framed by the Association/Apex Body and the Super Apex Body/ Super Federation;

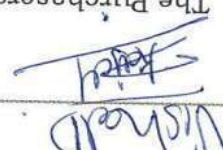
(xxx) To pay to the Promoter within 14 (fourteen) days of demand by the Promoter, his/her/their share of security deposit charges / premium demanded by the concerned local authority or Government for giving water drainage, electricity or any other service connection to the Tower in which the said Residential Flat is situated;

(xxxi) To bear and pay increase in, local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority, and/or Government and/or other public authority, on account of change of use of the said Residential Flat by the Purchaser/s, viz. use for any purpose other than for residential purpose;



(xxxii) To observe and perform all the rules and regulations which the Association/Apex and the Super Apex Body/ Super Federation may frame at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Tower and the said Residential Flat and on the observance and performance of the Building Rules, Regulations and Laws for the time being of the concerned authority / authorities. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Association regarding the occupation and use of the said Residential Flat including to pay and contribute regularly and punctually towards all applicable taxes, duties, levies, cesses, statutory charges, shared expenses including GST or other outgoings fixed by them;

(xxxiii) To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser/s as set out in this Agreement (including in the recitals thereof). If the Purchaser/s neglects, omits or fails to pay for any reason whatsoever to the Promoter the amounts payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof or if the Purchaser/s shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to, within a period of 15 (fifteen) days from receipt of a written notice from the Promoter calling upon the Purchaser/s to make the said payment and/or comply with the said covenants and stipulations the Purchaser/s shall be liable to pay to the Promoter such compensation as may be reasonably determined by the Promoter and in the event of non-compliance by the Purchaser/s with the said notice, the Promoter shall be entitled to proceed against the Purchaser/s in accordance with the terms of this Agreement and applicable provisions of Law;

(xxxiv) Not to do or omit, suffer or permit to be done any act, deed, matter or thing in relation to the Project Property and/or the said Tower thereon or any portion/s thereof which may or is likely to in any manner affect, prejudice or jeopardise the rights held by the Promoter and/or the FSI, layout plans, orders and/or permissions and sanctions pertaining to the Project or pertaining to common areas and to any other portion/s of the Project or which may in any manner cause any damage or injury to the rights/ interest of the Promoter and/or the persons who have purchased/hold unit/s, parking spaces and other spaces in the said Tower.

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- (xxxv) To maintain the external elevation of the said Tower in the same form as constructed by the Promoter and in any manner whatsoever not to put up, under any circumstances, any construction.
- (xxxvi) The Purchaser shall not do or cause to be done any act or thing which may delay issue of a Building Completion Certificate.
- (xxxvii) The Purchaser shall not be entitled to any easements or right of light or air which would restrict or interfere with the free use of or by any neighbouring or adjoining buildings constructed/ to be constructed by the Developer for building or other purposes.
- (xxxviii) After the possession of the said Premises are handed over to the Purchaser/s, due to any acts or omissions on the part of the Purchaser any notice(s)/summons are served by Local Authority or any other Statutory Authority, then in such event the Purchaser shall be liable to restore the Residential Unit and/or any part of the said Tower to the same position as it was at the time of obtaining Occupation Certificate entirely at his/her/its/their own costs and expenses and the Promoter shall not be in any manner be liable or responsible for the same;
- (xxxix) The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Tower or cause any increased premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to users and occupiers of the other units in the said Tower. However, it is clarified that this does not cast any obligation upon the Promoter to insure the said Tower and/or the Residential Flat agreed to be sold to the Purchaser/s;
- (xl) The Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into the said Tower or any part thereof with a view to examine the state and condition thereof and repair any part of the said Tower and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for the said Tower and also for the purpose of cutting off the supply of water and other services to the said Unit or any other unit/s, in the said Tower, in respect whereof the purchaser/s or user or occupier of such Unit, as the case may be shall have committed default in payment of their share of the Local Body property taxes and other outgoings as also in the charges for electricity consumed by them.
- (xli) The amounts of deposits and outgoings payable of the residential flats and premises in the Project and the Larger Township Maintenance Charges have been fixed provisionally by the Promoter and the Purchaser/s shall be bound by the same. The Promoter/Association/Apex Body and the Super Apex Body/ Super Federation may revise and re-fix the amounts payable for the various residential flats. The excess of collections, if any, by the Promoter over the outgoings shall be paid over by the Promoter to the Association/Apex Body on execution of conveyance of the Specified Land to it as if it constituted a part of the deposit collected under this clause, subject to accounting adjustments, if any. If the amount of monthly maintenance charges and the Larger Township Maintenance Charges fixed by the Promoter (which is an estimated figure) is found to be short, the Purchaser/s shall pay to the Promoter such revised amount as may be



The Promoter



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fixed by the Promoter, failing which the same shall be considered as breach of this Agreement by the Purchaser/s;



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(xiii) The Purchaser undertakes not to provide any services for use of / by the Purchaser in the said Residential Flat through the voids, corridors, outlets, ducts, etc., RCC works, staircases, terrace of the said Building, common areas, open compound, internal roads or any other spaces except with the prior written permission of the Promoter, **PROVIDED** THAT if such permitted services shall, at any time, prejudicially affect the interest of the Promoter or any of the neighbouring occupants, the same shall be compensated for and/or discontinued. It is clarified that the Purchaser shall be liable to obtain, at its own costs and expenses all the necessary/required permissions, consents, etc. from the concerned local, public, municipal and other concerned authorities in respect of the aforesaid services if permitted and to ensure compliance of such permissions, etc. and to furnish to the Promoter certified copies of all such permissions, consents, approvals, etc. (including the terms and conditions on which the said permissions/s, etc. are granted) within a week of receiving the same and the Purchaser indemnifies and keeps indemnified the Promoter of, from and against any claims, losses, damages, etc., which may be suffered/incurred by the Promoter, in relation to any of the above.

(xiiii) That the Purchaser/s agrees that the Purchaser/s shall from time to time sign all relevant applications, papers, documents, and do all the acts, deeds and things in pursuance to the transaction as the Promoter may require for safeguarding the interests of the other purchaser/s of residential flat(s) of the Tower including the Purchaser/s. It is further agreed that the Purchaser/s shall ensure that in the event the Purchaser/s gives possession of the said Residential Flat(s) to any third party as envisaged under **Clause 12 (i)** above by way of Conveyance or otherwise, such person shall from time to time, sign all applications, papers and documents and do all other acts, which the Promoter may require for safeguarding the interests of the other purchaser/s of the residential flat(s) of the Tower;

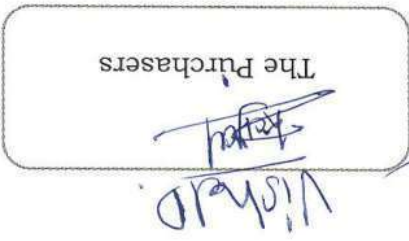
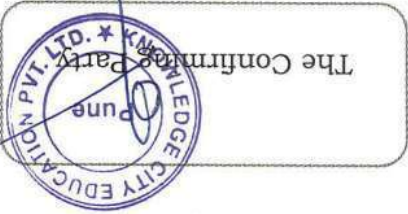
(xiv) The Promoter have furnished to the Purchaser/s the particulars of estimated outgoings of the said Residential Flat;

(xv) The Purchaser/s has represented and warranted to the Promoter that he/she/they/it has/have the power and authority to enter into and execute this Agreement;

(xvi) The Purchaser/s agrees and irrevocably consent that the Promoter at their own discretion may form of a single Association or more than one Association in the Project/ Project Land Layout/ Specified Land and may convey the Tower/ Towers constructed on the Specified Land to such single Association/ Association and the Specified Land/ Project Land to the Apex Body/ Federation of the Associations formed in the Specified Land separately and the Purchaser/s undertakes not to raise any dispute in these regard in future.

(i) The Promoter may develop the Project Land/Specified Land along with any other adjoining land in future as an extended development of the said Project;

22. **THE PROMOTER HAVE INFORMED THE PURCHASERS AND THE PURCHASERS IS/ARE AWARE THAT AND THE PURCHASERS/DOT/DO HEREBY DECLARES, CONFIRM/S AND COVENANT/S WITH THE PROMOTER AS UNDER:-**







- (ii) The Promoter shall use Shapoorji Pallonji brand to promote the Project/Specified Land in terms of the Agreement dated 22<sup>nd</sup> February 2021. Shapoorji Pallonji and Company Private Limited is the construction contractor of the Project.
- (iii) The Promoter will be entitled to amalgamate or sub-divide the Project Land/ Specified Land along with any other adjoining property or properties as the Promoter may desire or deem fit in their absolute discretion;
- (iv) That the Promoter shall deposit the Sale Consideration in a separate account as required under RERA;
- (v) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the Project Land/Specified Land;
- (vi) The Promoter shall be entitled to take benefit of any approval of development rights which may become available in respect of the Project/Project Land/Specified Land to any other property or properties either adjoining the Project Land/Specified Land or otherwise as may be permissible in law and the Purchaser/s shall neither claim any right thereto nor object or dispute the same in any manner whatsoever;
- (vii) It is agreed between the parties that the right of the Purchaser/s shall be restricted only to the said Residential Flat agreed to be purchased by the Purchaser/s and the Purchaser/s shall have no right to any space or any area or areas outside the Tower in which the Purchaser/s has agreed to acquire the said Residential Flat and the same shall continue to belong to the Promoter;
- (viii) It is repeated for the sake of clarity that the right of the Promoter to revise the layout and develop any portion(s) of the Project Land/Specified Land is neither affected nor restricted in any manner on account of the execution of this Agreement in favour of the Purchaser/s herein and all such rights are reserved unto the Promoter without any restriction in any manner whatsoever;
- (ix) Notwithstanding what is contained herein to the contrary, the Purchaser/s do hereby irrevocably authorise the Promoter to submit any revised plan for the purpose of making any amendment, change or modification in the building plans in respect of the Tower in which the Purchaser/s has/have agreed to purchase the Residential Flat as provided under RERA as the Purchaser/s is/are aware that the Promoter have balance F.S.I. and/or development rights and/or the Promoter may become entitled to any additional development rights or F.S.I. in future and the Promoter intend to construct either additional floor or floors, annex structures or additional wings to the Tower and /or deal with the said additional development rights or F.S.I in the manner it deems fit and the Purchaser/s shall have no objection or dispute regarding the same in any manner whatsoever;
- (x) The Promoter shall be entitled to continue construction of such additional floors/construction and the rest of the Tower in accordance with the building plans that may be finally sanctioned by the appropriate authority and it is agreed that:



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- (a) No obstruction or hindrance shall be caused by the Purchaser/s to such further additional construction by the Promoter.
- (b) The Promoter shall be entitled to sell the other flats in such additional construction in/upon the said Tower, on ownership basis, by an agreement in a form similar to or as near as possible this agreement and to receive for itself the consideration in respect thereof; and that the holders/Purchasers of such additional units in the said Tower shall be entitled to be the members of the Society that will be formed by the flat purchasers in the said Tower. No obstructions/objection of any sort shall be made or raised by the Purchaser in this connection.
- (c) Suitable covenants reserving the aforesaid right of the Promoter shall be incorporated in the Conveyance/ Transfer documents to be executed in respect of the Specified Land Layout.

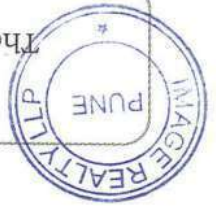
(xi) The TDR and/or the Development Right Certificate and/or such other certificate by whatever name called ("DRC") which may be at any time issued for the Specified Land or any part of the Specified Land or arising out of development of the said Specified Land shall always belong to the Promoter, subject to the Image Potential. The Purchaser/s or the Association of all purchasers will not have any share, right, title, interest or claim therein. The Promoter shall be entitled to sell, dispose-off or alienate the TDR and/or DRC of the Project Land/ Specified Land or any part thereof to any person or persons of their choice, subject to the Image Potential. The price or consideration received by selling, transferring or alienating such TDR, DRC shall always belong absolutely to the Promoter. The Purchaser/s or the Association will not have any share, right, title, interest or claim therein.

(xii) Promoter shall be at liberty to sell, convey and transfer or otherwise to deal with all other flats/units/premises and spaces in the Tower or otherwise deal with its right, title and interest in the Project Land/ Specified Land and/or in the Tower in any manner it may deem proper. The Promoter may sell, transfer or assign all their rights, title and interest in the Project Land / Specified Land/ Promoter Land (subject to the rights and interests created in favour of the Purchaser) including in respect of the unsold residential flats in the Tower but without in any manner affecting the Purchaser's rights.

**23. MAINTENANCE OF THE SAID RESIDENTIAL FLAT:**

(i) The Purchaser/s shall become a member of the Association subject to the Promoter receiving full and final Sale Consideration and all other amounts have been paid by the Purchaser/s under this Agreement. The Purchaser/s shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the said Residential Flat, Parking Space and Common Areas and facilities in the Project/Project Land Layout/Specified Land and Layout.

(ii) The Promoter may form an Apex Body/bodies in the form of a Federation or an Association of the owners of all the different plots/sub-plots in the said Specified Land or their respective successors in title, and the respective Society of the respective buildings (as many be constructed on the Specified Land) shall be the members of such Apex Body, which will maintain and repair the internal roads including the lighting, drainage, watermains, storm water drains, surface water drains, etc, the common infrastructural



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facilities and the common areas (the expenses thereof to be borne by them respectively in the proportion to the respective built-up areas of their respective notionally demarcated plots/ building sub-plots) and for this purpose the Promoter shall be entitled to lay down such terms and conditions including payments to be made by the Purchaser/s for the effective administration and maintenance of the said Infrastructural facilities/ amenities and the Purchaser has hereby expressly consented and agreed to abide by the terms/directions as may be laid down by the Promoter and the Purchaser shall not question nor dispute with the Promoter in respect of any matters concerning the same.

- (iii) The aforesaid Apex Body (if formed) shall be constituted under the guidelines to be framed by the Promoter and the Apex Body shall function on the basis of such guidelines. The said Apex Body shall unconditionally accept and adopt the guidelines as framed by the Promoter.
- (iv) Upon completion of the layout and until the formation of the Association/Apex Body for the Project/Project Land /Specified Land (as the case may be), the Promoter will either maintain the Project/Project Land Layout/Specified Land Layout by themselves OR hand over its management for maintenance to the Maintenance Company. If required by the Promoter, the Purchaser/s shall be required to execute a separate agreement ("**Maintenance Agreement**") with the Promoter or the Maintenance Company nominated by the Promoter for providing certain maintenance services in the Project/Project Land Layout/Specified Land Layout and the Tower in which the said Residential Flat is located. The maintenance services, maintenance charges etc. and other terms and conditions shall be incorporated, in detail, in the Maintenance Agreement. The same is unconditionally agreed to by the Purchaser/s.
- (v) For the enjoyment and maintenance of the common areas and facilities in the Tower and the Common Areas and facilities of the Project/Project Land Layout/Specified Land Layout, the Purchaser/s shall be liable to pay per month the proportionate Maintenance Charges of such area and facilities as may be fixed by the Maintenance Company/Association from time to time. The Maintenance Charges along with the Larger Township Maintenance Charges shall become payable from the Possession Date. The list of outgoings is broadly encompassed in **Annexure 'D'**, however the same is not exhaustive and the Promoter has the right to claim additional expenses over and above the described line items therein. In case the Purchaser fails to pay any amount payable to the Maintenance Company/Association:
- (a) The Purchaser shall not be entitled to avail any maintenance services;
- (b) For any delayed payment, the Purchaser shall be liable to pay interest @ 15% per annum with quarterly rests.
- (vi) The Maintenance Company/Association shall have the right to adjust the unpaid amount from the Interest Free Advance Maintenance Charges as mentioned in the annexure annexed hereto and marked as **Annexure 'C'** (hereinafter referred to as "**Advance Maintenance Charges**"). Advance Maintenance Charges shall mean:
- (a) Interest free Advance Maintenance Charges that shall be paid by the Purchaser/s to the Promoter within the due date to be mentioned in the Possession Notice.
- (b) The Advance Maintenance Charges shall be used by the Promoter/Maintenance Company/Association for repair of Common Areas, facilities and equipment



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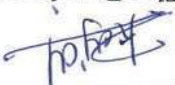


provided in the Project/Project Land Layout/Specified Land Layout. Notwithstanding the above, the Promoter reserves the right to utilize this deposit towards adjusting any unrealizable dues from the Purchaser/s;

- (c) The unused portion of the Advance Maintenance Charges shall be transferred to the Maintenance Company/Association as and when desired by the Association;
- (d) If at any time the Advance Maintenance Charges as stated in Annexure 'C' falls below the actual expenses incurred as stated hereinabove, the Purchaser/s shall make good such shortfall immediately on demand being made by the Company/Maintenance Company/Association. Delay in making such payment shall attract interest as per Clause 23 (v) (b).

(vii) The area of the said Residential Flat as mentioned herein shall be used for determining the proportionate distribution amongst the various Purchasers in the Tower of any taxes, maintenance charges, expenses or deposits to be levied / incurred or to be incurred on the Tower.

(viii) The possession of the Common Areas shall remain with the Promoter whose responsibility shall be to supervise either directly or through a Maintenance Company, the maintenance and upkeep of the same until the same is handed over or offered to be hand over by the Promoter as per applicable Laws or directions of the Government/ Statutory body, to the Association/Apex Body. The Promoter's responsibility towards maintenance and upkeep of the Tower and the Common Areas (as the case may be) shall cease within 15 days from the date of which the Project/ Project Land Layout/ Specified Land Layout is handed over/ offered to be handed over to the Association/Apex Body. It is in the interest of the Purchaser/s to help the Promoter and the Maintenance Company in effectively keeping the said Residential Flat(s) and the Tower secured in all ways. The Purchaser/s hereby agrees and accepts that for security reasons, the maintenance agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/visitors to the Tower. However, it has been made clear to the Purchaser/s that the entire internal security of the said Residential Flat shall be sole responsibility of the Purchaser/s/occupants and the Promoter or the maintenance agency shall not be responsible for any theft, loss or damage suffered by the Purchaser/s/occupant due to any security lapse within and in respect of the said Residential Flat hereby agreed to be purchased by the Purchaser/s. Commencing a week after a written notice is given by the Promoter to the Purchaser/s that the said Residential Flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the Carpet Area of the said Residential Flat) of all the outgoings in respect of the said Residential Flat, including repairs to the exterior and interior of the Tower (but excluding the interior of the said Residential Flat hereby agreed to be sold to the Purchaser/s), the assessments, taxes, cesses, charges, levies including GST and other amounts payable to all Government, Semi-Government, Local and Public Bodies and Authorities, water charges, insurance premia, maintenance and repairs of common lights, common passages/corridors, staircases, water pumps, and all other common areas, amenities and facilities, sanitary and water connections, salaries of clerks, bill collectors, watchmen and sweepers, and all other costs and expenses necessary and incidental to the management, maintenance, repairs and preservation of the Tower. Until the Association/ Apex Body are formed and registered and the Tower and the Project Land/ Specified Land are transferred to it as aforesaid, the Purchaser/s shall pay into a bank

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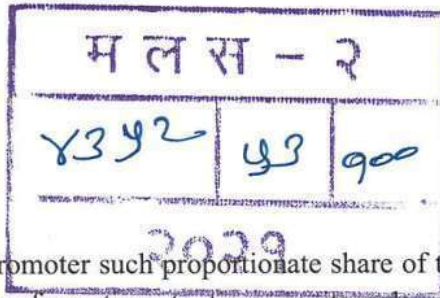
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account designated by the Promoter such proportionate share of the outgoings as may be determined by the Promoter from time to time, in its sole, absolute and unfettered discretion, and the decision of the Promoter in this regard shall be conclusive, final and binding on the Purchaser/s. The Purchaser/s further agree/s, undertake/s and covenant/s that till the Purchaser's share is so determined, the Purchaser/s shall pay to the Promoter a provisional contribution as mentioned in herein below payable in advance on at monthly/quarterly / yearly basis towards the outgoings, plus all increases thereto as may be determined by the Promoter from time to time. The amount so paid by the Purchaser/s to the Promoter shall not carry any interest and remain with the Promoter till such time the same is transferred in favour of the Association. The Purchaser/s agree/s, undertake/s and covenant/s to pay and discharge such provisional contribution within 7 (seven) days of intimation by the Promoter / the Maintenance Company by way of cheques and shall not withhold the same for any reason whatsoever. The provisional contribution is subject to change as per the actual expenses incurred and the Purchaser(s) not object to any such increase in the provisional contribution.

- (ix) It is expressly clarified, agreed and understood between the parties hereto that the Purchaser/s and/or Association shall be liable to bear and pay to the Promoter the proportionate share of all the outgoings in respect of maintenance and upkeep of all the Common Areas and facilities including the internal roads and Club House till the completion of the development of the layout of the Project Land/Specified Land.
- (x) **Maintenance Agency:**
- (a) The Purchaser(s) shall pay, as and when demanded, the Maintenance Charges for providing, maintaining and up-keep of the Tower and Common Areas and other deposits and charges for the various services therein, as may be determined by the Promoter or the Maintenance Company appointed for this purpose, as the case may be. The appointment of the Maintenance Company will be at the sole discretion of the Promoter and the Purchaser(s) shall abide by the decision of the Promoter and effect the payment.
- (b) The Purchaser(s) upon taking possession of the said Residential Flat agree/s to enter into (either through the Association/Apex or otherwise) a Maintenance Agreement with the Promoter or Maintenance Company for the maintenance and upkeep of the Tower and the Purchaser(s) undertake/s to pay the Maintenance Charges as raised by the Promoter/Maintenance Company from the date as mentioned in **Clause 11 (iv)(b)** and use granted by the competent authority on pro-rata basis irrespective of whether the Purchaser(s) is in occupation of the said Residential Flat or whether the work is still going on in adjacent buildings and infrastructure facilities including Club House.
- (c) The Purchaser(s) agree/s and understand/s that the right of entrance to the said Residential Flat shall be subject to the payment of the Maintenance Charges and performance of all the covenants of these presents or as may be imposed by the Promoter or the Maintenance Company appointed by the Promoter from time to time.

#### 24. NOTICES:



The Promoter



The Confirming Party

Vishal D.

Trivedi

The Purchasers





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(i) The Purchaser/s represent that their respective complete and correct address(es) are given in sub-clause (ii) below. It shall be the Purchaser/s responsibility to inform the Promoter by registered post acknowledgement due, or by registered email about all subsequent changes, if any, in their address(es), failing which all demand notices and communications posted at the said registered address(es) as mentioned in sub-clause (ii) below shall be deemed to have been received by him/her/them at the time when those should ordinarily reach at such address(es) and the Purchaser/s shall be responsible for any default in payment and other consequences that might occur therefrom. Any notice, or letter of communication to be served on a Party by the other Party shall be sent by prepaid recorded delivery or registered post or by email or letter duly signed and sent by Fax at the address shown in sub-clause (ii) and shall be deemed to have been served on the addressee within 4 days of posting or 24 hours if sent by fax or by electronic mail.

(ii) All notices to be given by any Party to the other whether hereunder or otherwise shall be given in writing and signed by the Party giving it. Such notice shall be served by sending by registered e-mail set forth below or sending by courier or by post as mentioned in sub-clause (i) above to the address mentioned in **Item No. 23 of the FIRST SCHEDULE** in respect of each Party.

**25. NO GRANT TILL CONVEYANCE**

Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the said Premises or the said Tower or the Specified Land or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Residential Flat hereby expressly agreed to be sold to him and all open spaces, parking spaces, lobbies, roads, staircases, terraces, recreation spaces etc (Common Areas) unless specifically allocated to any person/s in writing, will remain the property of the Promoters until the said Specified Land and Tower is transferred to the Apex Body/ Association respectively as herein before mentioned.

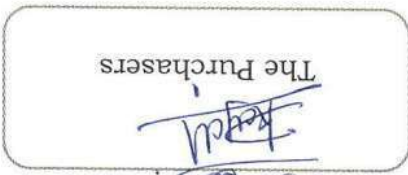
**26. DISPUTE RESOLUTION**

The parties hereby agree that in the event of there being any dispute by and between the parties hereto in respect of interpretation of any of the terms and conditions herein contained as also in respect of any matter arising out of and/or touching upon these presents, and/or in regard to the carrying out of this Agreement, then the dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, this shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the RERA, Maharashtra Rules and Regulations thereunder.

**27. TERMINATION AND CONSEQUENCES:**

(i) **Termination by Purchaser/s On Delay of Possession:**

Subject to what is stated under Clause 11 of this Agreement, the Purchaser/s shall be entitled to terminate this Agreement if the possession of the Residential Flat is delayed by the Promoter beyond the Possession Date, the manner and details of which are more particularly recorded hereinabove in Clause 11(ii).





(ii) **Termination by Promoter:**

- (a) In the event of the Purchaser/s committing a breach of any of the terms and conditions of this Agreement and pursuant to a written notice from the Promoter for rectification/remedy of the default, fail(s) to rectify such breach within a period of **15 (fifteen) days** to the satisfaction of the Promoter, the Promoter shall, without prejudice to its rights and remedies, be at liberty to terminate this Agreement by giving termination notice in which event, the consequences set out below shall follow. The Purchaser/s shall cease to have any right or interest in the said Residential Flat and every part thereof and will cease to have benefits of this Agreement;
- (b) Accordingly, the Promoter shall be entitled to sell the said Residential Flat at such consideration and on the terms and conditions to such other person or party as the Promoter may in their absolute discretion deem fit;
- (c) The Promoter shall within one month of the termination coming into effect, refund without interest to the Purchaser/s herein the amount paid by the Purchaser/s to the Promoter in pursuance of this Agreement after deducting therefrom the following:
- (I) 10% (ten percent) of the Sale Consideration being the booking amount (paid/payable) towards the said Residential Flat with applicable Taxes (which is to stand forfeited in favour of the Promoter);
  - (II) the brokerage cost incurred by the Promoter for selling the flat to the Purchaser/s for the said Residential Flat;
  - (III) the amount of deficit in the resale consideration in the event of the said resale consideration being less than the Sale Consideration mentioned herein;
  - (IV) the amounts paid or payable till the date of termination towards interest on overdue and the statutory payments;
  - (V) subvention cost (if the Purchaser(s) has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in installments or paid directly by the Promoter to the bank;
- Provided however the taxes and outgoings, including GST, if any, already paid (including on the forfeited amount) or due and payable by the Purchaser/s in respect of the said Residential Flat up to the date of termination of this Agreement shall be borne by the Purchaser/s and the Promoter shall not be liable to refund/reimburse the same.
- (d) The amounts calculated by the Promoter after deducting the amounts mentioned hereinabove shall be accepted by the Purchaser/s in full satisfaction of all his/her/its/their claims under this Agreement. However, if the total amount of deductions computed as mentioned in sub-clause (ii)(c) above is not realized by the Promoter, then the Purchaser/s shall be liable to pay the same within **15 days** of notice of demand in writing from the Promoter. In the event of delay in making this payment to the Promoter, the Purchaser/s shall be liable to pay the said amount with Interest thereon.



The Promoter



The Confirming Party

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The Purchasers



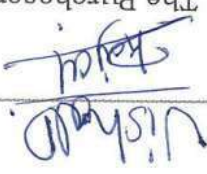
(e) The Purchaser/s hereby agree/s and undertake/s to execute a Deed, Document or writing including the Cancellation Deed and to register it at his/her/its/their cost to record cancellation of this Agreement before the Sub-Registrar of Assurances. If the Agreement is cancelled by the Promoter as mentioned herein and the balance amount, if any, payable by the Promoter, shall be paid to the Purchaser/s only upon the cancellation of this Agreement and/or receipt of the registered Cancellation Deed, Documents, and writings as may be required by the Promoter. All stamp duty and registration fee on such Cancellation Deed ("Cancellation Charges") shall be borne and paid by the Purchaser/s.

(f) In the event of non-cooperation by the Purchaser/s in cancellation of this Agreement as aforesaid, the Promoter shall be entitled to file and register a Declaration with respect to termination and cancellation of this Agreement, before the Sub-Registrar of Assurances.

(iii) If the Purchaser/s has/have taken any financial facility from any financial institution or bank, then in that event the Purchaser/s agree/s that based on the terms of such loan, the balance amount referred to in (ii)(b) less the deductions made in (ii)(c) above would be paid over to the financial institution or bank and the Promoter will be entitled to take No Objection, and release of charge on the said Residential Flat, from such financial institution or bank directly to that effect without approaching the Purchaser/s. Banks to take cognizance of this clause while issuing housing loan to the Purchaser/s.

**28. OTHER TERMS:**

- (i) Entire Agreement: This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and in case of any discrepancy and/or for the purposes of interpretation, the Clauses and/or Schedules of this Agreement shall have an over-riding effect.
- (ii) Relationship of Parties: The Agreement is entered amongst the Parties on principal to principal basis.
- (iii) Severability: If any term, covenant, condition or provision of the Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of the Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.
- (iv) Jurisdiction: The Courts at Pune shall have exclusive jurisdiction.
- (v) The Purchaser/s has/have entered into this Agreement on the basis of the Carpet Area of the said Residential Flat mentioned in this Agreement subject to the provisions of Clause 7 and other provisions herein contained.
- (vi) The marketing collateral material/brochure of the Project/Project Land Layout/Specified Land Layout and/or website of the Promoter and/or in any advertisement material

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The Confirming Party  


The Promoter  
  




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published by the Promoter in any print or electronic media, the Promoter may have represented certain facilities, certain qualities of construction and pictures depicting the Tower. The Purchaser/s is/are aware that these are conceptual representations and that there may be changes in the actual elevation or façade of the Tower and/or amenities which may be provided by the Promoter to the Purchaser/s as listed in the Annexure annexed hereto and marked as **Annexure 'B'**.

- (vii) The Purchaser/s will not make any claim due to such brochures and/or advertisement material published by the Promoter. In case of conflict between such marketing collateral material/brochures and/or advertised material on one hand and what is stated in this Agreement on the other hand, the representations made within this Agreement alone shall prevail.
- (viii) The name of the project being implemented on the Project Land as stated in **Item No. 22 (b)** of the **FIRST SCHEDULE** and name of the Tower therein shall not be changed without written consent of the Promoter.
- (ix) The Advocates and Solicitors of the Promoter shall prepare and/or approve as the case may be the Deed/s of Conveyance and other supplemental documents to be executed in pursuance of this Agreement.
- (x) Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing any of the terms hereof, or any forbearance or giving of time shall not be construed as waiver on their part of any breach or non-compliance of any other terms and conditions hereof by the Purchaser nor shall the same in any manner prejudice any of the Promoter's and/or the Promoter' rights hereunder or otherwise under law.
- (xi) The Purchaser shall pay proportionate share of property tax to the PMRDA/Municipal authority assessed on the Tower **PROVIDED HOWEVER** that if any special taxes and/or rates are demanded by the Municipal Corporation or any other authority by reason of any permitted use other than residential or any other use of the said Residential Flat, the Purchaser/s alone shall bear and pay such special taxes and rates.
- (xii) This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous correspondence or representatives between the Parties, whether written oral or implied, if any, concerning the matters.
- (xiii) That it is agreed between the Parties that save and except in respect of the Residential Flat hereby agreed to be purchased by the Purchaser/s, the Purchaser/s shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/ egress over or in respect other areas in the Tower including the indivisible open spaces and all or any of the Common Areas and all of the facilities meant and earmarked to cater to all purchaser/s of the residential flat(s).
- (xiv) If the Tower or any part thereof in which the said Residential Flat is situated gets demolished and/or gets damaged on account of any Act of God including earthquake, riots, floods or any other natural calamity, act of enemy, war other causes beyond the control of the Promoter, such losses and damages incurred to the Towe's structure will be fully sustained by the Purchaser/s along with the other Purchasers and the Promoter shall not be



The Promoter



The Confirming Party

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The Purchasers



responsible for such loss/damage. The Purchasers shall have to make good the loss so

sustained by them.

(xv) The Promoter hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings etc. on any open spaces in the Project Land/Specified Land including on the terrace and compound walls for the said purpose on such terms and conditions as the Promoter may desire. The said right shall continue to subsist even after the execution of conveyance in favour of the Association to be formed by the purchasers.

(xvi) If any Municipal rates, taxes, duties, levies, cesses, statutory charges, assessments etc. including GST are imposed due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the Project Land/Specified Land, the same shall be borne and paid wholly by the Promoter. The Promoter shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Purchaser/s will not object to the same for any reason whatsoever and shall allow the Promoter, their agents, servants, etc. to enter into the Project Land/Specified Land, the terrace and any other open spaces in the said Specified Land for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Promoter shall be entitled to transfer or assign such right to any person or persons whom they may deem fit and the Association shall not raise any objection thereto.

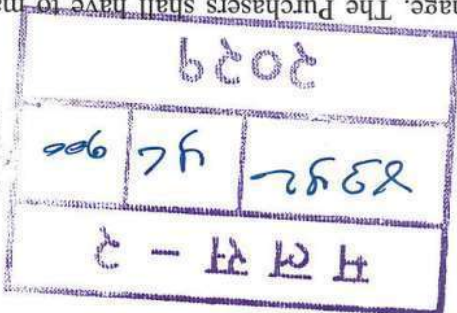
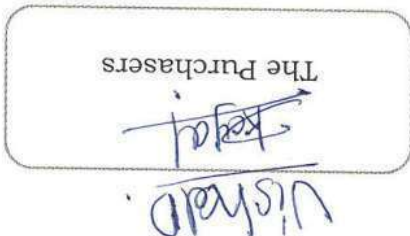
(xvii) Nothing contained in these presents is intended, nor shall be construed to be a grant, demise assignment or transfer in law of the said Residential Flat or any part of the Tower or the Project Land to the Purchaser/s.

(xviii) It is hereby made clear that the Promoter shall not be responsible for the consequences arising out of change in law or change or modification or enactment or re-enactment, fresh interpretation of any law (State and Central), Rules, Regulations, Circulars, Notifications, and byelaws thereof.

(xix) The Multi Level Car Park constructed by the Promoter for the purpose of parking on Specified Land shall be for all the purchasers of all the buildings constructed on the entire layout of the Specified Land and it will form part of Common Areas of the Specified Land Layout to be jointly maintained by all the purchasers.

**GOVERNING LAWS:**

This Agreement shall always be subject to the provisions of the RERA, the Maharashtra Rules as amended or any statutory modification from time to time.

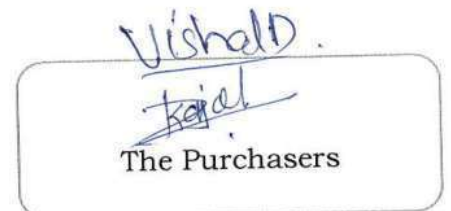
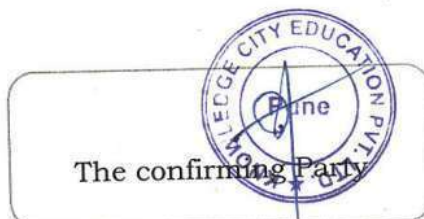






**THE FIRST SCHEDULE HEREINABOVE REFERRED TO**

ITEM NO.	PARTICULARS	INFORMATION								
1.	Place of Execution of Agreement:	<b>Pune</b>								
2.	Date of Execution of the Agreement:	<b>9/3/2021</b>								
3.	Name/s and Address/es of the Purchaser/s:	<b>Vishal Bansilal Duraphe Kajal Vishal Duraphe 204, 2Nd Floor, Shree Kalash Chs, Plot 10, Sector 19, Khandeshwar, Kamothe, New Mumbai - 410209, Maharashtra, India</b>								
4.	Development Permission and Commencement Certificate:	Approval dated 9 <sup>th</sup> September 2020 bearing Reference No. BMU/ Village Lavale/ S. No. 1171 and others/Sector OCR 9/ Pra. Kra. 1607/ 19-20 issued by the PMRDA.								
5.	Name of the Tower registered under RERA:	<b>Tower-1-OAK</b>								
6.	Name of the Project:	<b>YAHAVI</b>								
7.	RERA Registration No.:	<b>P52100028031</b>								
8.	Details of the Building:	<b>OAK(G+18)</b>								
9.	This Agreement is for	<b>YAHAVI-Tower-1-OAK, Wing-A</b>								
10.	Flat No.:	<b>505</b>								
11.	Floor No.:	<b>5th</b>								
12.	Flat Carpet Area:	<b>41.24 square meters (equivalent to 443.91 square feet) or thereabouts</b>								
13.	Parking Space:	<b>1 COVERED CAR PARKING</b>								
14.	Appurtenant Areas:	Balcony admeasuring <b>2.99</b> square meters (equivalent to <b>32.18</b> square feet) Utility Area admeasuring <b>1.48</b> square meters (equivalent to <b>15.93</b> square feet)								
15.	PAN Details	<table border="1"> <tr> <td><u>Purchaser/s Name</u></td> <td><u>PAN No.</u></td> </tr> <tr> <td><b>Vishal Bansilal Duraphe Kajal Vishal Duraphe</b></td> <td><b>AOXPD8812N CJSPA0969B</b></td> </tr> <tr> <td><u>Promoter's Name</u></td> <td><u>PAN No.</u></td> </tr> <tr> <td><b>Image Realty LLP</b></td> <td><b>AAFFI5657L</b></td> </tr> </table>	<u>Purchaser/s Name</u>	<u>PAN No.</u>	<b>Vishal Bansilal Duraphe Kajal Vishal Duraphe</b>	<b>AOXPD8812N CJSPA0969B</b>	<u>Promoter's Name</u>	<u>PAN No.</u>	<b>Image Realty LLP</b>	<b>AAFFI5657L</b>
<u>Purchaser/s Name</u>	<u>PAN No.</u>									
<b>Vishal Bansilal Duraphe Kajal Vishal Duraphe</b>	<b>AOXPD8812N CJSPA0969B</b>									
<u>Promoter's Name</u>	<u>PAN No.</u>									
<b>Image Realty LLP</b>	<b>AAFFI5657L</b>									
16.	Sales Consideration	<b>Rs.3495238/-, subject to TDS</b>								
17.	Sum paid out of Sales Consideration mentioned in Item No. 16:	<b>Rs.219762/-, subject to TDS</b>								
18.	The Tower has an approved potential of F.S.I.	<b>15150.44 square meters</b>								
19.	The Tower has proposed potential of F.S.I	<b>11674.04 square meters</b>								
20.	Possession Date:	<b>30-Sep-25</b>								
21.	Amenities and Facilities:									





Sr. No.	Amenity	Location
<b>Outside of Clubhouse</b>		
1.	Walking / Jogging Track	Top of Multi level Car Park ("MLCP")
2.	Rock Climbing	Between Landscape Terraces
3.	Terrace Café	Top of MLCP Clubhouse
4.	Productive Landscape	Part of Landscape Terraces
5.	Kid's Play Area	Part of Landscape Terraces
6.	Graffiti Wall	Between Landscape Terraces
7.	Staff Toilets	MLCP
8.	Multi-purpose Court (Basketball, Volleyball, Cricket, Badminton, Tennis)	Top of MLCP
9.	Wi-Fi Zone	Part of MLCP Clubhouse
10.	Yoga Deck	Top of Landscape Terraces
11.	Urban Farming	Part of Landscape Terraces
12.	Viewing Deck -	OCR 9 and part of Vanaha
13.	Gazebo / Pavilion	Top of MLCP
14.	Garden Walkway	Part of Landscape Terraces
15.	Amphitheatre	Part of Landscape Terraces
16.	Sandpit Area	Part of Landscape Terraces
17.	No-Car Zone	Only single road from entrance to MLCP for regular vehicular movement
18.	Seating Areas	Part of Landscape Terraces and Top of MLCP
19.	Barbeque Zone	Part of the MLCP, open area where a Barbeque Zone will be demarcated
20.	Orchard	Part of Landscape Terraces
21.	Public Plaza	outside OCR 9 and part of Vanaha
22.	Parametric Seating	Top of MLCP
23.	Modern Sculpture	Part of Landscape Terraces
24.	100% DG Backup for Common Area	-
25.	DG Power for Back-up for 1bhk - 1KVA, 2bhk - 1.2KVA, 2.5bhk - 1.5KVA, 3bhk - 1.5KVA	-
26.	Adventure Cycling Track / Board Walk	outside OCR 9 and part of Vanaha
27.	Electrical Car Charging Points	Part of MLCP Parking (5% of Total Car Parks)
28.	Camping Zone	outside OCR 9 and part of Vanaha
<b>Part of Landscape Clubhouse and MLCP Clubhouse</b>		



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The Purchasers

The Containing Party  
PUNE KNOWLEDGE CITY EDUCATION PRIVATE LTD.

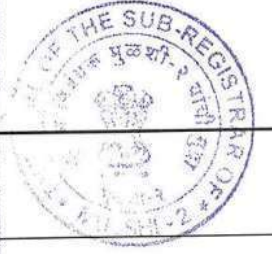
The Promoter  
PUNE



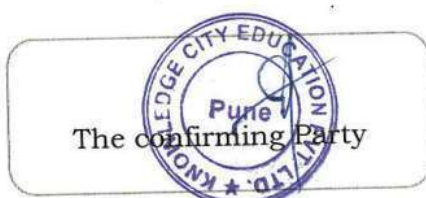
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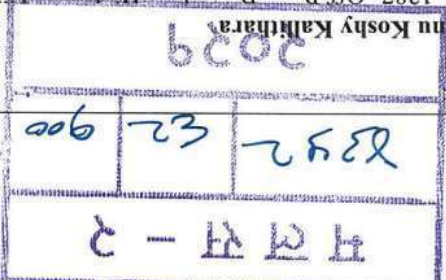


1.	Multi-purpose Hall with Party Deck	Part of Landscape Clubhouse
2.	Gymnasium	Part of MLCP Clubhouse
3.	Co-Working Lounge	Part of MLCP Clubhouse
4.	Kids Pool	Part of Main Swimming Pool
5.	Swimming Pool	Attached to MLCP Clubhouse
6.	Pool Deck	Part of Main Swimming Pool
7.	Squash Court	Part of MLCP Clubhouse
8.	Card Table	Part of MLCP Clubhouse
9.	Indoor Games Room	Part of MLCP Clubhouse
10.	Snooker / Pool Table	Part of MLCP Clubhouse
11.	Table Tennis	Part of MLCP Clubhouse
12.	Reading Room	Part of MLCP Clubhouse
13.	Day Care / Creche	Part of MLCP Clubhouse
14.	space for spa	Part of MLCP Clubhouse
<b>Utility Amenities</b>		
1.	Organic Waste Converter (OWC)	Part of Sector Services of OCR 9
2.	Sewage Treatment Plant (STP)	Part of Sector Services of OCR 9
3.	Transformer as per MSEB Norms	Part of Sector Services of OCR 9
4.	Gas Bank / MNGL Pipeline	Part of Sector Services of OCR 9
5.	Basic WTP Plant	Part of Sector Services of OCR 9
6.	Rainwater Harvesting	Part of Sector Services of OCR 9
7.	CCTV coverage at main entry of the complex and each tower reception lobby	Part of Sector Services of OCR 9
8.	CCTV inside the lifts	Part of Sector Services of OCR 9
22.	(a) Name of the project being implemented on the Specified Land:  (b) Name of the Project being implemented on the Project Land:	(a) YAHAVI  (b) OAK



*Vishal D.*  
*Kajal*  
The Purchasers





<p>23. Notices:</p>	<p>For the Promoter:                  Attention: Mr. Anu Koshy Kalmhara                  Address: Gat No 1287, Off Pune Bangalore Highway, Village Lavale, Taluka Mulshi, Pune, Maharashtra, 412115                  Email: support.bavdhan@shapoorji.com</p> <p>For the Purchaser/s:                  Attention: Vishal Bansisal Duraphe                  Address: 204, 2ND Floor, Shree Kalash Chs, Plot 10, Sector 19, Khandeshwar, Kamoth, New Mumbai - 410209, Maharashtra, India                  Mobile No.: 9920300303                  Email: VISHAL.DURAPHE@OUTLOOK.COM</p> <p>Open/Garden Area admeasuring NA square meters (equivalent to NA square feet)                  Exclusive open garden areas for the ground floor units</p>
<p>24.</p>	<p>Open/Garden Area admeasuring NA square meters (equivalent to NA square feet)                  Exclusive open garden areas for the ground floor units</p>

**THE SECOND SCHEDULE HEREINAbove REFERRED TO**

(Description of the Promoter Land)

All those pieces and parcels of land admeasuring approximately 60 Hectares equivalent to 147 Acres or thereabouts in the aggregate and forming part of the Larger Township Lands, as may be mutually decided between the Promoter and the Confirming Party in terms of the Scheme of Arrangement.

**THE THIRD SCHEDULE HEREINAbove REFERRED TO**

(Description of the Specified Land)

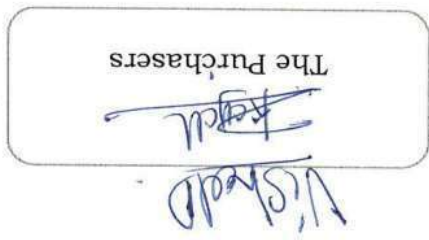
All those pieces and parcels of land comprising of 3 (three) Gat numbers and admeasuring in the aggregate 24,518.05 square metres equivalent to approximately 6.06 Acres, situate lying and being at Village Lavale, Taluka Mulshi, District Pune and more particularly described hereunder:

Sr. No.	Gat No.	Total Area as per 7/12 Extract (in square meter)	Individual Area owned (in square meter)
1.	1171	218600	19891.20
1.	1197	20800	334.62
2.	1265	50200	4292.22
<b>Total</b>		<b>2,89,600</b>	<b>24,518.05 (equivalent to approx. 6.06 Acres)</b>

**THE FOURTH SCHEDULE HEREINAbove REFERRED TO**

(Description of the Project Land)

All that piece or parcel of land admeasuring 1114 square meters or thereabouts and forming part of the Specified Land.









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**THE FIFTH SCHEDULE HEREINABOVE REFERRED TO**

Residential Flat bearing No. 505 located on the 5th floor in the Wing-A of Tower-1-OAK in Project "YAHAVI" to be constructed on the Project Land forming part of the Specified Land described in the THIRD SCHEDULE above referred to, having Carpet Area of 41.24 square meters (equivalent to 443.91 square feet) or thereabouts together with the right to use and occupy, in common with the other flat purchasers in the Project, the Common Areas and the exclusive rights to use 1 COVERED CAR PARKING Space/s in the Multi Level Car Park and the appurtenant areas to the Residential Flat namely: (a) Balcony admeasuring 2.99 square meters (equivalent to 32.18 square feet) or thereabouts; (b) Utility Area admeasuring 1.48 square meters (equivalent to 15.93 square feet) or thereabouts along with the exclusive open/ garden area for the ground floor units (if applicable) admeasuring NA square meters (equivalent to NA square feet);

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and signatures the day and year first hereinabove written.

Party	Signature / Thumb Impression	Photograph
SIGNED AND DELIVERED By the within named Promoter "Image Realty LLP" by the hand of its authorised Signatory Mr. Sunil George / Mr. Swapnil Manikpure / Mr. Anu Koshy Kallithara pursuant to the resolution dated : 04.02.2021		
Signed and Delivered by the Confirming Party "Knowledge City and Education Private Limited" by the hand of its authorised Signatory Mr. Haresh J Shah / Mr. Viraj Shah / Mr. Manik Nakate pursuant to the resolution dated 04.02.2021		
SIGNED AND DELIVERED by the within named "Purchaser/s"  Vishal Bansilal Duraphe		



The Promoter



The confirming Party

Vishal Duraphe  
*(Signature)*

The Purchasers



The Purchasers

*Vishal*  
*Kajal*

The confirming Party



The Promoter

*[Signature]*



*Rawi Mishra*  
*Hingwadi, Pune*  
*Pune*

Witness 2. Mr./Ms. ....



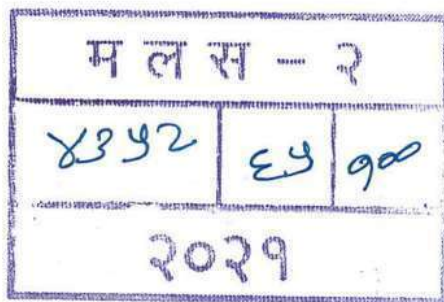
*[Signature]*

*Sudipin Shinde*  
*Hingwadi, Pune*

Witness 1. Mr./Ms. ....

In the presence of ...

	  <i>[Signature]</i>	<p>Page No. 60</p> <p>Kajal Vishal Duraphe</p> <table border="1"> <tr><td colspan="3">२०२१</td></tr> <tr><td>४४४ - २</td><td>४३५२</td><td>२४९००</td></tr> </table>	२०२१			४४४ - २	४३५२	२४९००
२०२१								
४४४ - २	४३५२	२४९००						



**ANNEXURE A: PROPERTY DOCUMENTS**

- Annexure A1: Copy of Plan with Larger Township Land is delineated in green colour boundary line, Specified Land is delineated in red colour boundary line, Project Land is delineated in blue colour boundary line
- Annexure A2: Copy of MahaRERA Registration
- Annexure A3 (Colly): Opinions on Title.
- Annexure A4 (Colly): Copies of the 7/12 Extracts
- Annexure A5: Copy of Floor Plans of the said Residential Flat delineated
- Annexure A6 (Colly): Copy of the existing approved Development Permission and Commencement Certificate (CC) along with approved Project Land Layout/Specified Land Layout plan.
- Annexure A7: Revised PLU



The Promoter



The confirming Party

Vishal D.

The Purchasers



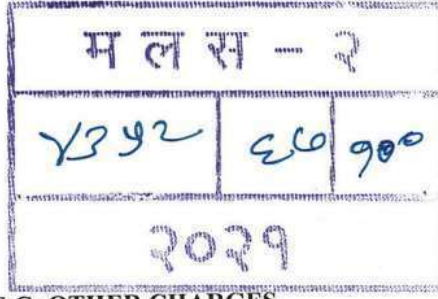
The Purchasers

The confirming Party

The Promoter



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**ANNEXURE C: OTHER CHARGES**

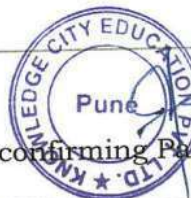
The Purchaser shall, on or before delivery of possession and on relevant demand being raised by the Promoter of the said Residential Flat, pay the Promoter the following amounts:

Particulars	Amount
Corpus fund (Township + Cluster)	40000/-
Advance Maintenance Charges for the Tower for 12 months	22860/-
Advance Maintenance Charges for the Common Areas of the Township for 12 months.	15240/-
Society Formation Charges	5000/-
Share Application Money	600/-
Mahanagar Gas Connection Charges (MGL)	25000/-
Total Payable	108700/-

The above amounts are subject to TDS as may be applicable. Any taxes and/or levies on the aforementioned 'Other Charges' as set out in this Annexure, shall be borne by the Purchaser/s. The Promoter shall not be liable to render any account for the amount so collected above.



The Promoter



The confirming Party

Vishal D.

The Purchasers



The Purchasers

The confirming Party

The Promoter



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## ANNEXURE E: PAYMENT SCHEDULE

First part of earnest money	5.00%
Second part of earnest money (payable within 30 days from first part of earnest money.	5.00%
On registration	10.00%
On completion of excavation	10.00%
On completion of footings	5.00%
On completion of 3 <sup>rd</sup> floor slab	5.00%
On completion of 6 <sup>th</sup> floor slab	5.00%
On completion of 9 <sup>th</sup> floor slab	5.00%
On completion of 12 <sup>th</sup> floor slab	5.00%
On completion of 15 <sup>th</sup> floor slab	5.00%
On completion of 18 <sup>th</sup> floor slab	5.00%
On completion of Terrace slab	5.00%
On completion of blockwork for said flat	5.00%
On completion of gypsum plaster of said flat	10.00%
On completion of flooring for said flat	10.00%
On receipt of OC	2.50%
On intimation of possession	2.50%
<b>Total</b>	<b>100%</b>



The Promoter



The confirming Party

The Purchasers



The Purchasers

The confirming Party

The Promoter



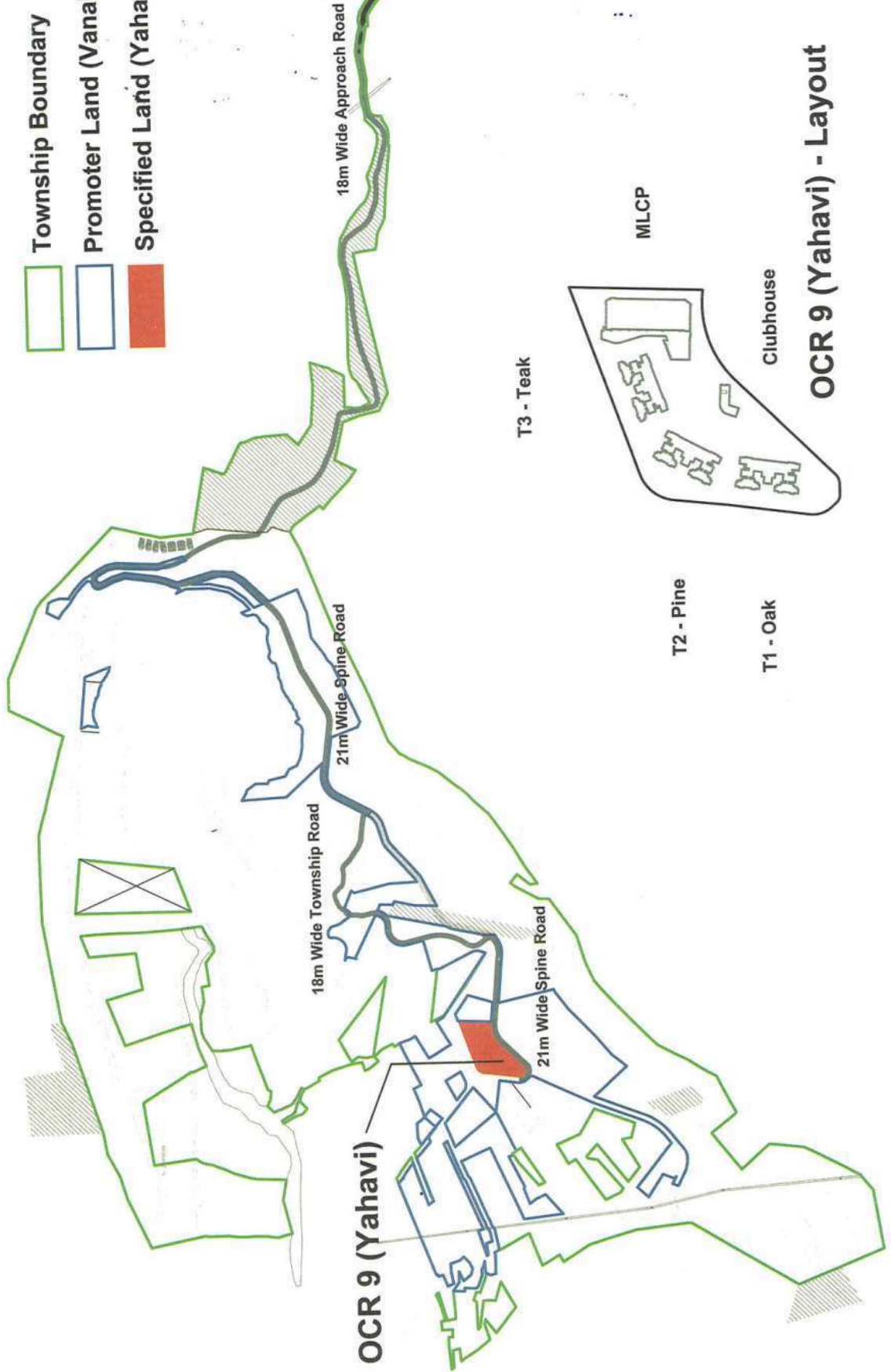
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ANNEXURE A - 1



Vishal D.  
[Signature]

- Township Boundary
- Promoter Land (Vanaha)
- Specified Land (Yahavi)



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OCR 9 (Yahavi) - Layout





ANNEXURE A म ल स - २



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Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :  
**P52100028031**

Project: **YAHAVI-TOWER-1-OAK**, Plot Bearing / CTS / Survey / Final Plot No.: **OCR-9 GAT NO 1171 P 1197 P 1265 P**  
at **Lavale, Mulshi, Pune, 412115**;

1. **Image Realty Llp** having its registered office / principal place of business at Tehsil: **Pune City**, District: **Pune**, Pin: **411001**.
2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;  
OR  
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
  - The Registration shall be valid for a period commencing from **26/01/2021** and ending with **30/09/2025** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
  - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid  
Digitally Signed by  
Dr. Vasant Premanand Prabhu  
(Secretary, MahaRERA)  
Date: 26-01-2021 11:45:26

Dated: **26/01/2021**  
Place: **Mumbai**

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











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Serial No.	Gat No.	Area (in square meters)
39	1277	52508
40	1278	3800
41	1279	1435
42	1280	7700
43	1281	1300
44	1282	6000
45	1286	53150
46	1287	78890
47	1288	62500
48	1289	1725
49	1292	51850
50	1298	8400
51	1299	4700
52	1300	4640
53	1301	2580
54	1302	2200
55	1303	19980
56	1317	56500
57	1656	70500
58	1657	31400
59	1658	134800
60	1659	107900
61	1660	66900
<b>Total</b>		<b>28,65,785 (equivalent to 516.4263 Acres)</b>

**THE THIRD SCHEDULE HERINAFOVE REFERRED TO**  
(Assumptions)

- This Opinion is for the limited purpose of expressing our opinion on the matters mentioned herein and is issued under the instructions of Image Realty LLP and means only for the personal and use of Image Realty LLP to whom it is issued and should not be relied upon by any other person or persons or for any purpose other than the purpose stated herein.
- This Opinion is based on the information given to us pursuant to the documents and statements submitted, furnished and produced before us from time to time during the course of our due diligence.



11

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- While conducting our due diligence exercise, we have assumed the genuineness of all signatures, the authenticity and completeness of all documents submitted to us and the conformity with the originals of all documents supplied as copies. In addition, we have assumed and have not verified the accuracy as to factual matters of each document we have reviewed.
- This Opinion is confined and limited to the state of affairs as on the date hereof. We are not aware of any information to the contrary, which would lead us to believe that the observations stated herein are no longer valid.
- We are unable to verify whether the parties to any agreements reviewed had the authority to enter into such agreements or whether the agents acting for such parties had the power of attorney to so act where the documents have been executed as attorneys.
- This Opinion is limited to the matters expressly set forth herein and no comment is implied or may be inferred beyond the matters expressly stated herein. This Opinion is based only on the documents made available for our examination and information provided to us as stated above. Matters expressed herein are limited to reflect the state of the law applicable to the particular facts herein contained only as on the date hereof.
- We express no opinion as to the consequence or application of any law existing and applicable after such date, and expressly decline any continuing obligation to advise after the date of this Opinion of any changes in the foregoing or any changes of circumstances of which we may become aware that may affect our observations contained herein.
- As regards any statements and/or information specified in this Opinion as being made by KCEPL/ Image, we have relied on the representations and confirmation made by KCEPL/ Image including under the said Declarations and have not independently verified the same.
- As regards the litigation matters, we have not carried out any independent searches in any of the Court offices regarding the pendency of any litigations and have relied on the Legal Audit Report dated 23<sup>rd</sup> January, 2020 issued by Cubicree Technology Solutions Private Limited in this regard.
- We presume that the vendors of Gat No.1171 (in case of individuals) specified in the documents of title are the only legal heirs having right title and interest in Gat No.1171 and we have not independently verified whether there are any other heirs entitled to any share in the same. We have further presumed that all the statements contained in the registered documents of title are correct.

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11. In certain cases, shares of legal heirs have not devolved as per the shares mentioned in the revenue records. However, all the legal heirs/relatives have executed the documents of title in favour of the purchaser/ transferee or their predecessors in title and thus, we presume that the shares of legal heirs have not devolved as per the shares mentioned in the revenue records.



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- have presumed that such legal heirs and/or relatives of the deceased owner have interest agreed to such devolution.
- For the purpose of this Opinion, we have presumed that the legal heirs who have signed in capacity as confirming parties in the documents of title have confirmed the transfer of Gat No.1171 as also the shares of the transferee from the remaining parties in favour of the owners therein or its predecessors-in-title.
  - We have solely relied upon mutation entries in respect of family settlements and/or calculation of shares of co-owners in respect of the Gat No.1171 and have not verified any other documentary proofs in respect of the same. We presume that all such persons have consented to the transfer of Gat No.1171 in terms of the family settlement and/or the shares by which the said lands have been conveyed.
  - For the purpose of this Opinion, if any registered conveyance has been executed, we have perused the receipt clauses specified therein and have presumed that consideration amount specified therein were the only amounts payable to the respective vendors of the properties and the signatures to the receipt have received the said amount from the purchaser. Further, we have presumed that no other commercials were involved in the transaction.
  - For the purpose of this Opinion, we have not independently verified the powers of attorney or the authority under which the individuals have signed the deeds of conveyance/ document of title as Constituted Attorney.
  - We have relied solely on the registered documents of title furnished to us in cases where there is any inconsistency between the search reports and other unregistered documents furnished to us from time to time during the course of our due diligence exercise.
  - Gat No.1171 was agricultural in nature and for the purposes of this Opinion, we have presumed that the predecessors in title in KCEPL were in compliance with the Maharashtra Agricultural Lands (Ceilings on Holdings) Act, 1961.
  - We presume that all necessary permissions under the Maharashtra Tenancy and Agricultural Lands Act, 1948 and other applicable acts were obtained by KCEPL and its predecessors in title at the time of acquisition of Gat No.1171.
  - We assume that technical diligence in respect of Gat No.1171 as regards the requisite development and building permissions, development impediments, physical surveys, reservations, compliance of the conditions mentioned in all orders and/or letters issued in respect of Gat No.1171 under the applicable acts has been duly completed.
  - We presume that with respect to Gat No.1171 or any part thereof, there are no pending and acquisition proceedings, the present title holders of Gat No.1171 and/or their



15

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- predecessors in title are residents in India; has motorable road access; is not affected by any reservations; there are no religious structures; does not fall within 100 meter of any heritage building; does not fall under eco sensitive zone; is free from encroachments; there are no wells, which are accessible to the public at large, it was a gaathan land, does not fall within the Coastal Regulation Zone, is not subject to any easementary rights and/or right of way; does not fall under the category of a Prohibited Area or a Regulated Areas as defined and prescribed under the Ancient Monument and Archaeological Site and Remains (Amendment and Validation) Act, 2010; the Memorandum of Association and Articles of Association do not prevent the sale/lease/mortgage of Gat No.1171; there are no electricity sub-stations, high tension wires, underground pipes etc. running over/ through it; there have been no adverse/ prohibitory orders passed under any suits/ proceedings including any orders restraining development and/or mortgage and/or transfer of Gat No.1171 or any part thereof or in any manner whatsoever; there is no attachment or prohibitory order for any statutory dues including property taxes, land revenue tax, income tax, excise duty and sales tax liabilities by which the title holders are restrained or prohibited from transferring their right, title and interest in Gat No.1171 or any part thereof and that the same is free from all encumbrances, charges, claims and demands; there are no pending income tax/ Excise or custom proceedings or any interim orders passed therein affecting Gat No.1171 or any part thereof; there are no contingent liabilities in the accounts of KCEPL/Image; has not been contributed to a partnership firm; is not affected by wet lands, mangroves; no orders and/or proceedings in relation to the Urban Land (Ceilings and Regulation) Act, 1976; is not affected by reservation for any defense areas.
- We have not seen the TIRL plan with respect to Gat No.1171 nor any individual plan of Gat No.1171.
  - This Opinion is for the limited purpose of expressing our opinion on the matters mentioned herein and should not be relied upon by any other person or persons or for any purpose other than the aforesaid.
  - We expressly disclaim any liability, which may arise due to any decision taken by any person or persons, on the basis of this Opinion.

Dated this 18<sup>th</sup> day of January, 2021.

Yours faithfully,  
  
**Dhaval Vussanji & Associates**  
 Advocates & Solicitors

16







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Party therein confirmed the aforesaid sale in favour of the Purchaser and the parties therein confirmed that the development rights in favour of Uniplan Realtors Private Limited were irrevocably terminated and cancelled. ME No. 2863 dated 21<sup>st</sup> April 2010 records the foregoing.

- 23. On perusal of the Agreement to Lease dated 22<sup>nd</sup> July 2014 and registered with the office of the Sub-Registrar of Assurances at Mulshi bearing Serial No. 2670 of 2014 made between KCEPL, therein referred to as the Owner/Lessor of the One Part and Avasara Leadership Institute, therein referred to as the Lessee of the Other Part, we note that KCEPL has agreed to grant lease of certain lands admeasuring in the aggregate 17,046 square meters including an area admeasuring 5300 square meters from and out of Gat No. 1197 in favour of Avasara Leadership Institute, in the manner and on terms and conditions contained therein. We have been informed that no portion of the lands leased in favour of Avasara Leadership Institute form part of Gat No. 1197.
- 24. Precinct (previously wholly owned subsidiary of KCEPL and now merged with KCEPL) and KCEPL are both engaged in real estate business, in order to, inter alia, facilitate integration of their operations and efficient management control and system, they filed a Company Scheme Petition No. 829 of 2014 connected with Company Summons for Direction No. 851 of 2014 and Company Scheme Petition No. 830 of 2014 connected with Company Summons for Direction No. 852 of 2014 respectively before the Hon'ble High Court of Bombay in order to obtain its sanction to their scheme of amalgamation under Section 391 to 394 of the Companies Act, 1956 ("Scheme of Amalgamation").
- 25. Subsequently, by an Order dated 6<sup>th</sup> February, 2015 passed by the Hon'ble High Court at Bombay, the Scheme of Amalgamation of Precinct was sanctioned. In terms of the aforesaid order, all the properties, rights, powers, assets, liabilities of Precinct, including Gat No. 1197 (Part) admeasuring 1 Hectare and 03.99 Ares, stood transferred to and vested in KCEPL with effect from 1<sup>st</sup> November, 2014. The aforesaid Order dated 6<sup>th</sup> February, 2015 along with the said Scheme of Amalgamation were subsequently registered with the office of the Sub-Registrar of Assurances under Serial No. MLS/4041 of 2016. ME No. 3970 dated 8<sup>th</sup> August, 2016 records the foregoing.
- 26. On perusal of ME. 4041 dated 4<sup>th</sup> January, 2017, it appears to be a rectification entry, wherein by and under an Order bearing No. Kra. Ra. Bhu. A/Pra. Kra. 180/ L-1 dated 7<sup>th</sup> May, 2016 and by the Order of Tehsiladar, hand written and computerized entries were matched and changes were made to the 7/12 Extract of *inter alia* Gat No. 1197.
- 27. In order to facilitate development of a larger land at Village Lavale as a special township project, KCEPL and one Image Realty LLP (then known as Image Realty Private Limited) ("Image") filed a Company Scheme Petition No. 46 of 2015 connected with Company Summons for Direction No. 930 of 2014 and Company Scheme Petition No. 47 of 2015 connected with Company Summons for Direction No. 931 of 2014 respectively before the Hon'ble High Court of Bombay in order to obtain its sanction.



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- 33. On 10<sup>th</sup> October, 2016, the Proposed Landuse Plan (PLU) of the special township project at Village Lavale ("PLU") was sanctioned by the Metropolitan Region Development Authority, Pune ("MRDA") in respect of an area admeasuring 2575725.91 square meters from and out of an area admeasuring 2728000 square meters. We note that Gat No. 1197 forms part of the PLU.
- 34. By a Letter of Intent dated 28<sup>th</sup> November, 2016 bearing Reference No. 744 issued by the MRDA, *inter alia* KCEPL obtained necessary permission to carry out construction for the proposed special township project on terms and conditions contained therein ("Revised LOI"). By and under a Letter dated 23<sup>rd</sup> January, 2018 issued by the Collector, the said Revised LOI was extended for 2 (two) years. However, we note that the said Revised LOI has now expired. In relation thereto, we have been informed that the said Revised LOI is no longer required to be extended as the Revised PLU and the Development Permission (both recorded *inter alia*) have now been obtained.
- 35. By a Development Permission and Commencement Certificate dated 1<sup>st</sup> February, 2019 bearing Reference No. BMU/ Village Lavale/ S. No. 1188P and others/ Pra. Kra. 621/ 18-19 issued by the Metropolitan Region Development Authority, Pune ("MRDA") and with the revised PLU sanctioned by the Metropolitan Commissioner and Chief Executive Officer, PMRDA ("Revised PLU"), the permission to commence the construction on an area admeasuring 35,65,266 square meters from and out of 38,57,154 square meters was accorded, on the terms and conditions contained therein. We note that Gat No. 1197 forms part of the Revised PLU.
- 36. By a Development Permission and Commencement Certificate dated 9<sup>th</sup> September, 2020 bearing Reference No. BMU/ Village Lavale/ S. No. 1171 Part and others/ Pra. Kra. 9-9/ Pra. Kra. 1607/ 19-20 issued by the Metropolitan Commissioner and Chief Executive Officer, PMRDA and with the Layout Plan sanctioned by the Metropolitan Commissioner and Chief Executive Officer, PMRDA ("Development Permission"), the permission to commence the construction of residential and commercial buildings on an area admeasuring 24518.05 square meters was accorded, on the terms and conditions contained therein. We note that Gat No. 1197 (Part) admeasuring 334.62 square meters forms part of the aforesaid Development Permission.



**B. Revenue Records**

- 37. We have relied upon certified 7/12 extract dated 30<sup>th</sup> April, 2018 in respect of Gat No. 1197. We have also seen the computerized 7/12 extract dated 16<sup>th</sup> May, 2020 in respect of Gat No. 1197. On perusal thereof, we note as under:

9

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- 42. We have caused searches to be carried out on the website of the Ministry of Corporate Affairs (MCA) in respect of the charges created by KCEPL and Image. Accordingly, we have been furnished with 2 (two) Search Reports, both dated 9<sup>th</sup> January, 2021 in respect of the same. On perusal thereof, we note that save and except the Mortgage, no mortgage/charges in respect of the Gat No. 1197 are recorded therein.

**H. Litigation Searches**

- 43. We have caused online searches to be carried out in respect of any pending litigation in relation to (i) KCEPL, and (ii) Image and accordingly, we have been furnished with 2 (two) Legal Audit Reports, both dated 23<sup>rd</sup> January, 2020 issued by Cubistree Technology Solutions Private Limited in respect of KCEPL and Image respectively.
- 44. On perusal of the Legal Audit Report in respect of Image, we note that there are no litigations/proceedings filed by or against Image.
- 45. On perusal of the Legal Audit Report in respect of KCEPL, we note that there are 8 (eight) pending litigations/proceedings filed by/ against KCEPL. Based on certain papers and information provided to us in respect of the said litigations/proceedings, we note that none of the litigations/proceedings affect the title of Gat No. 1197.

**I. Miscellaneous**

- 46. We have issued public notices on 23<sup>rd</sup> December, 2020 inviting claims to *inter alia* Gat No. 1197 admeasuring 334.62 square meters, in the (i) The Economic Times (English) and (ii) Maharashtra Times (Marathi) and pursuant thereto, we have not received any claims till date.
- 47. We have been provided with a Demand Order dated 26<sup>th</sup> November, 2018 bearing Reference No. 238/ Recovery/ 2018 issued by the office of the Tahsil, Lavale, Mulshi and District Pune for the payment of Rs. 81,83,532/- (Rupees Eighty-One Lakhs Eighty-Three Thousand Five Hundred and Thirty-Two Only) towards N.A. tax. The said Demand Letter does not specify the Gat Nos. We have also been provided with a challan dated 30<sup>th</sup> January, 2019 evidencing payment of Rs. 81,83,532/- (Rupees Eighty-One Lakhs Eighty-Three Thousand Five Hundred and Thirty-Two Only) for the period from 1<sup>st</sup> April, 2018 to 31<sup>st</sup> March, 2019. Further, we have been informed that the N.A. Assessment taxes with respect to Gat No. 1197 has been paid in full as on date and there are no arrears in respect thereof. There are no other outgoings and taxes payable in respect of Gat No. 1197 as Gat No. 1197 is an open plot of land without any construction thereon.
- 48. We have been given to understand that the following original documents of title in respect of Gat No. 1197 are in the possession of ICICI Home Finance Company Limited:



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arrangement under section 391 to 394 of the Companies Act, 1956 with respect to demerger/ transfer of business of KCEPL, including employees, workers, loans, approvals, consents, registrations, etc. pertaining to development of a portion (as may be decided and demarcated by KCEPL and Image, not being portions on which any kind of right has been created in favour of FLAMES (Foundation for Liberal and Management Education Society) and Avasara Leadership Institute) of the First Phase Lands being all those pieces and parcels of lands or grounds, admeasuring 2065705 square meters in the aggregate and equivalent to approximately 516.4265 Acres including Gat No. 1197 (Part) admeasuring 7 Hectares and 07.99 Ares, details of which are more particularly specified in the Second Schedule hereunder written ("First Phase Lands"). By an Order dated 14<sup>th</sup> August, 2015, the aforesaid Scheme of Arrangement was sanctioned ("Scheme of Arrangement"). We observe that Gat No. 1197 admeasuring 20799 square meters forms part of the First Phase Lands.

- 28. In terms of the aforesaid order, Image became entitled to utilize floor space index of upto a maximum of 56,52,557 square feet to be developed by Image on such portions of the First Phase Lands which shall be identified in the master plan, in the manner and on the terms and conditions contained therein ("Image FSI").
- 29. Subsequently, KCEPL and Image filed Company Application No. 955 of 2015 in Company Scheme Petition No. 46 of 2015 connected with Company Summons for Direction No. 930 of 2014 and Company Application No. 956 of 2015 in Company Scheme Petition No. 47 of 2015 connected with Company Summons for Direction No. 931 of 2014 respectively before the Hon'ble High Court of Bombay, for seeking certain amendments to the relevant clause in the Scheme of Arrangement and to clarify and capture the correct definition of the demerged business being transferred in pursuance of the sanctioned scheme, which amendments were necessary as a result of certain technical reasons due to which KCEPL was not in a position to get transferred and/or develop certain lands on account of not being part of the master plan and due to litigation. By an Order dated 28<sup>th</sup> September, 2015 passed by the Hon'ble High Court of Bombay, the aforesaid Company Applications were allowed and the said Scheme of Arrangement was accordingly amended.
- 30. The Order dated 14<sup>th</sup> August, 2015, Order dated 28<sup>th</sup> September, 2015 and the Scheme of Arrangement were subsequently registered with the office of the Sub-Registrar of Assurances under Serial No. MLS/2174 of 2016 ("Image Deed").
- 31. Pursuant to the Scheme of Arrangement, by and under a Power of Attorney dated 14<sup>th</sup> June, 2016 and registered with the Office of the Sub Registrar of Assurances under Serial No. MLS/2175 of 2016, KCEPL appointed Image, through its director, Mr. Haresh J. Shah, as its constituted attorney, to do all acts, deeds, matters and things in relation to First Phase Lands ("Image POA").
- 32. On perusal of the copy of the Certificate of Registration on Conversion dated 1<sup>st</sup> January, 2016, we note that Image Realty Private Limited was converted to Image Realty LLP.

Gat No.	Area (square metres)	Holder's Column	Other Rights	Tenure
1197	20,800	KCEPL through its director, Haresh Jayantilal Shah	-	Occupancy Class I

**C. Mortgages**

- 38. By and under an Indenture of Mortgage dated 20<sup>th</sup> November, 2020 and registered with the office of the Sub Registrar of Assurances under Serial No. MLS-2/13484/2020 made between Image Realty LLP, therein referred to as the Borrower/ Mortgagee 1, KCEPL, therein referred to as the Mortgagee 2 and KCI Home Finance Company Limited, therein referred to as the Mortgagee/ KCI HFC ("the Mortgage"), a portion of the Gat No. 1197 admeasuring 334.62 square meters or thereabouts was mortgaged in favour of the Mortgagee therein, on the terms and conditions and in the manner contained therein.

**D. Reservations**

- 39. On perusal of Zonal Certificate dated 14<sup>th</sup> September, 2010 bearing reference no. Sasamnar-Pune/Antra Pra. Ya. Pune/Zone Dakhla/ issued by the Assistant Director, Town Planning, Pune Branch, it appears that Survey No.362 is an agricultural land and falling under the No. Development Zone. However, pursuant to the said Notification dated 10<sup>th</sup> December, 2007 *inter alia* Gat No. 1197 is deemed to be a non-agricultural land.

**E. Searches in the Office of Sub-Registrar of Assurances**

- 40. We have caused searches to be conducted in the Office of the Sub-Registrar of Assurances Mulshi & Mulshi (Pune) in relation to Gat No. 1197, for the period extending from 1970 till date and have been furnished with 2 (Two) Search Reports dated 13<sup>th</sup> May, 2020 and 12<sup>th</sup> January, 2021, issued by, Manoj Satam, Search Clerk, in respect of the same. On perusal thereof, we note that save and except the documents recorded hereinafter, no additional document with respect to Gat No. 1197 are reflected therein:

**F. CERSAL Search**

- 41. We have caused searches to be carried out on the portal of Central Registry of Securitization and Asset Reconstruction and Security Interest of India (CERSAI) in respect of Gat No. 1197, KCEPL, and Image. Accordingly, we have been furnished with 3 (three) Search Reports all dated 7<sup>th</sup> January, 2021 in respect of the same. On perusal thereof, we note that there are no charges recorded therein.

**G. ROC Search**

- 10

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- (a) Sale Deed dated 8<sup>th</sup> January, 2008 and bearing Registration No. MLS / 1846 / 2008, executed by Ramdas Khundu Banekar and Others in the favour of Parag Chimbhai Shah.
- (b) Sale Deed dated 4<sup>th</sup> March, 2008 and bearing Registration No. MLS / 2151 / 2008, executed by Muktabai Hiraman Londhe in the favour of Parag Chimbhai Shah.
- (c) Sale Deed dated 31<sup>st</sup> May, 2008 and bearing Registration No. MLS / 4323 / 2008, executed by Givali Babu Banekar and Others in the favour of Durlhan Parag Shah.
- (d) Power of Attorney dated 31<sup>st</sup> May, 2008 and bearing Registration No. MLS / 4324 / 2008, executed by Givali Babu Banekar and Others in the favour of Durlhan Parag Shah.
- (e) Sale Deed dated 10<sup>th</sup> July, 2009 and bearing Registration No. MLS / 4033 / 2009, executed by Parag Chimbhai Shah and another in the favour of Precinct Estates Private Limited.
- (f) Deed of Conveyance dated 5<sup>th</sup> March, 2010 and bearing Registration No. MLS / 1433 / 2010, executed by Subhash Kisan Kalamkar as Vendors and Uniplan Realtors Private Limited as Consenting Party in the favour of KCEPL.
- (g) Image Deed.
- (h) Image POA.

**49. We have been *inter alia* informed that:**

- (a) KCEPL is in juridical possession of Gat No. 1197.
- (b) There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending or, threatened against or with respect to Gat No. 1197 or any part thereof;
- (c) There are no adverse/ prohibitory orders passed under any sub's proceedings restraining mortgage and/or any transfer of Gat No. 1197 or any part thereof or in any manner whatsoever; and
- (d) There is sufficient road access to Gat No. 1197.

- 50. For the purposes of this Opinion on Title, we have made certain assumptions which are set in the Third Schedule hereunder written.



12







Ref.No.DV/PDF/825/2021

**Image Ready LLP**  
401, Phoenix, Hand Garden Road,  
opp. Residency Club, CTS No. 14,  
Pant. Maharashtra - 411 001.

**Kind Attention: Majid Husain**

**OPINION ON TITLE**

**Re:** All that piece and parcel of land bearing Gat No.1265 admeasuring 5 Hectares and 02 Ares or thereabouts equivalent to 30,200 square meters at thereabouts, situate, lying and being at Revenue Village Lavale, Taluka Mulshi, District Pune and within the local limits of Great Panchayat Lavale, Taluka Panchayat Samiti Mulshi, Zilla Parishad Pune and within the revenue jurisdiction of Sub-Registrar, Mulshi (Panch).

We have prepared this Opinion on Title ("Opinion") in respect of Gat No.1265 on the basis of (a) certain documents of title furnished to us; (b) Revenue Records; (c) Search Reports dated 7<sup>th</sup> February, 2019, 27<sup>th</sup> March, 2020 and 12<sup>th</sup> January, 2021 issued by Manoj Sattam, Title Investigator; (d) Two Search Reports both dated 9<sup>th</sup> January, 2021 issued by Jinal Davdani, Practising Company Secretary in respect of the searches conducted on the official website of the Ministry of Corporate Affairs in respect of Knowledge City Education Private Limited (KCEPL) and Image Ready LLP ("Image"); (e) Two Search Reports, all dated 29<sup>th</sup> January, 2021 in respect of the searches conducted on the official website of Central Registry of Securitisation Asset Reconstruction and Security Interest ("CERSAI") issued by Jinal Davdani, Practising Company Secretary; (f) Legal Audit Reports dated 27<sup>th</sup> January, 2020 (2 nos.) in respect of Image and KCEPL, and dated 2<sup>nd</sup> May, 2020 (2 nos.) in respect of Bablu Kamthekar Shub and Krunalshri Kamthekar Shub, all issued by Cultivator Technology Solutions Private Limited, and (g) two Declarations, both dated 16<sup>th</sup> November, 2020 executed by KCEPL and Image ("Declarations"). On perusal of the aforesaid, we note as under:

**A. Title Flow:**

1. On perusal of Mutation Entry ("ME") No.1 dated 29<sup>th</sup> June, 1982, it appears that pursuant to the Order dated 20<sup>th</sup> March, 1981, issued by the Deputy Director of Land Records and the Notification dated 4<sup>th</sup> June, 1981 issued by Government of Maharashtra in the official Gazette, a consolidation scheme sanctioned under the provisions of the Prevention of Fragmentation and Consolidation of Holdings Act, 1947 ("the Act") was implemented to Village Lavale, District Pune, effective from 28<sup>th</sup> March, 1981 in terms of which various lands of several individuals having distinct survey numbers in the said village were consolidated and given new Gat numbers and accordingly, new 712 extracts were issued in respect thereof. The said mutation entry further records that permission under Section



Maharaj V.K.S Co-operative Society Limited, Lavale and same was recorded in the other rights column of 712 extract of inter-*alia* Gat No.1265. It appears that inadvertently ME No.296 is not reflected on the 712 extract, however, it pertains to land bearing inter-*alia* Gat No.1265.

2. On perusal of ME No.399 dated 25<sup>th</sup> June, 1988, it appears that Dattu Bina Kulkade died on or about 3<sup>rd</sup> March, 1988, leaving behind his sons, (i) Pralhad Dattu Kulkade, (ii) Pralhadnaray Dattu Kulkade, (iii) Yashraj Dattu Kulkade, daughters (iv) Anusuya Gopinath Barakar, (v) Kalpana Malvi Jagtap and wife (vi) Farabi Dattu Kulkade as his only legal heirs and accordingly, as per the application and heirship register entry bearing no.109, their names were mutated in the 712 extract in respect of inter-*alia* Gat No.1265.

3. On perusal of ME No.453 dated 25<sup>th</sup> November, 1988, it appears that as per *Inter-Patra*, land bearing inter-*alia* Gat No.1265 was mortgaged by Babu Kamthekar in favour of Shree Sant Savata Maharaj V.K.S Co-operative Society Limited, Lavale to secure the loan of Rs.20,000/- (Rupees Twenty Thousand Only). Therefore, an encumbrance of Rs.20,000/- (Rupees Twenty Thousand Only) was created in favour of Shree Sant Savata Maharaj V.K.S Co-operative Society Limited, Lavale and same was recorded in the other rights column of 712 extract of inter-*alia* Gat No.1265.

4. On perusal of ME No.607 dated 14<sup>th</sup> June, 1991, it appears that as per *Inter-Patra*, land bearing inter-*alia* Gat No.1265 was mortgaged by Laxman Mhan Kotari in favour of Shree Sant Savata Maharaj V.K.S Co-operative Society Limited, Lavale to secure the loan of Rs.40,000/- (Rupees Forty Thousand Only). Therefore, an encumbrance of Rs.40,000/- (Rupees Forty Thousand Only) was created in favour of Shree Sant Savata Maharaj V.K.S Co-operative Society Limited, Lavale and same was recorded in the other rights column of 712 extract of inter-*alia* Gat No.1265. We are unable to ascertain why Laxman Mhan Kotari is and how has he acquired rights in the aforesaid Gat No.1265. It appears that inadvertently his name was recorded in the aforesaid ME No.607, however, the said encumbrance was deleted vide ME No.2592 (recorded hereinafter).

5. On perusal of ME No.688 dated (not legible), it appears that as per *Inter-Patra*, land bearing inter-*alia* Gat No.1265 was mortgaged by Dnyanesh Kamthekar in favour of Shree Sant Savata Maharaj V.K.S Co-operative Society Limited, Lavale to secure the loan of Rs.50,000/- (Rupees Fifty Thousand Only). Therefore, an encumbrance of Rs.50,000/- (Rupees Fifty Thousand Only) was created in favour of Shree Sant Savata Maharaj V.K.S Co-operative Society Limited, Lavale and same was recorded in the other rights column of 712 extract of inter-*alia* Gat No.1265.

6. On perusal of ME No.680 dated 1<sup>st</sup> July, 1992, it appears that as per *Inter-Patra*, land bearing inter-*alia* Gat No.1265 was mortgaged by Baban Sopana Tangade in favour of Shree Sant Savata Maharaj V.K.S Co-operative Society Limited, Lavale to secure the loan of Rs.50,000/- (Rupees Fifty Thousand Only). Therefore, an encumbrance of Rs.50,000/- (Rupees Fifty Thousand Only) was created in favour of Shree Sant Savata Maharaj V.K.S Co-operative Society Limited, Lavale and same was recorded in the other rights column of 712 extract of inter-*alia* Gat No.1265.

7. On perusal of ME No.1991 dated 12<sup>th</sup> January, 2005, it appears that the same is not pertaining to Gat No.1265.

8. On perusal of ME No.2070 dated 8<sup>th</sup> July, 2005, it appears that the same is not pertaining to Gat No.1265.

9. By and under a Deed of Conveyance dated 10<sup>th</sup> September, 2006 and registered with the office of Sub-Registrar of Assurances under Serial No.MI.5-6667 of 2006, executed by and between Dattajirao Ramchandraharo Nimbalkar, therein referred to as the 'Purchaser' and between Dattajirao Ramchandraharo Nimbalkar, therein referred to as the 'Vendor' of Second Part and (i) Muktabai Dhandubai Bhande, (ii) Jijabai Nana Sulankhe, (iii) Madhukar Baban Tangade, (iv) Shrikant Baban Tangade, (v) Sheeba Hazareman Sawant, (vi) Lata Gajanan Sevlikar as his constituted attorney in all acts, deeds and matters in respect of inter-*alia* a portion of land bearing inter-*alia* Gat No.1265 admeasuring 8,366 square meters, at or for the consideration and in the manner more particularly set out therein. The ME No.2288 dated 10<sup>th</sup> November, 2006, records the foregoing.

10. Pursuant to the aforesaid Deed of Conveyance dated 30<sup>th</sup> March, 2006, by and under a Power of Attorney dated 30<sup>th</sup> September, 2006 and registered with the office of Sub-Registrar of Assurances under Serial No. MI.5-6714 of 2006, the said Dattajirao Ramchandraharo Nimbalkar nominated, constituted and appointed Anandhata Utam Sevlikar as his constituted attorney in all acts, deeds and matters in respect of inter-*alia* a portion of land bearing inter-*alia* Gat No.1265 admeasuring 8,366 square meters and as more particularly set out therein.

11. On perusal of ME No.2353 dated 24<sup>th</sup> April, 2007, it appears that as per *Inter-Patra*, land bearing inter-*alia* Gat No.1265 was mortgaged by Pralhad Dattu Kulkade in favour of Shree Sant Savata Maharaj V.K.S Co-operative Society Limited, Lavale to secure the loan of Rs.5,00,000/- (Rupees Five Lakh Only). Therefore, an encumbrance of Rs.5,00,000/- (Rupees Five Lakh Only) was created in favour of Shree Sant Savata Maharaj V.K.S Co-operative Society Limited, Lavale and same was recorded in the other rights column of 712 extract of inter-*alia* Gat No.1265.

12. By and under a Deed of Conveyance dated 4<sup>th</sup> May, 2007 and registered with the office of Sub-Registrar of Assurances under Serial No. MLI.5-2057 of 2007, executed by and between Vinod Jayantibai Shub, therein referred to as the 'Purchaser' of the One Part, (i) Pralhad Dattu Kulkade, (ii) Babu Annu Kulkade, (iii) Babu Annu Kulkade, (iv) Babu Rajendra Navik, (v) Chandrabhaga Narayan Desai, (vi) Genba alias Gema Shirpati Kulkade, therein referred to as the 'Vendors' of the Second Part and Shivaji Gema alias Gema Kulkade, therein referred to as the 'Confirming Party' of the Third Part, the Vendors with the consent of the Confirming Party with transferred and conveyed in favour of Purchaser therein, their undivided right, title and interest in respect of portion of land bearing inter-*alia* Gat



31 of the Act would be required for any subsequent transfer or sub-division. We are unable to ascertain whether any orders have been issued under Section 31 of the Act for the transfers recorded hereunder. However, we note that all the transfers recorded hereunder have been mutated in the revenue records without any remarks in respect thereof.

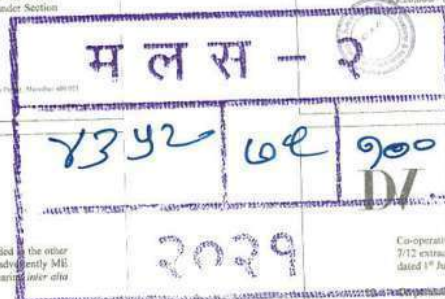
2. Accordingly, based on the Akrashod *patra*; and the 712 extracts, it appears that land bearing Survey No.384 was assigned with Gat No.1265 admeasuring 5 Hectares and 02 Ares equivalent to 30,200 square meters or thereabouts, situate lying and being at Village Lavale, Taluka Mulshi and District Pune ("Gat No.1265") and more particularly described in the First Schedule hereunder written, and the names of (i) Dattu Bina Kulkade, (ii) Kamthekar Kulkade, (iii) Bhika Sopana Tangade, (iv) Baban Sopana Tangade, (v) Genba alias Gema Shirpati Kulkade, (vi) Annu Shirpati Kulkade, (vii) Muktabai Dhandubai Bhande, (viii) Jijabai Nana Sulankhe and (ix) Chinubai alias Bhimabai Sopana Tangade were recorded on the 712 extract in respect of the same.

3. On perusal of ME No.110 dated 29<sup>th</sup> June, 1984, it appears that as per *Inter-Patra*, land bearing inter-*alia* Gat No.1265 (part) was mortgaged by Baban Sopana Tangade in favour of Shree Sant Savata Maharaj V.K.S Co-operative Society Limited, Lavale to secure the loan of Rs.5,000/- (Rupees Five Thousand Only). Therefore, an encumbrance of Rs.5,000/- (Rupees Five Thousand Only) was created in favour of Shree Sant Savata Maharaj V.K.S Co-operative Society Limited, Lavale and same was recorded in the other rights column of 712 extract of inter-*alia* Gat No.1265.

4. On perusal of ME No.159 dated 3<sup>rd</sup> July, 1985, it appears that Kamthekar Kulkade died on or about 17<sup>th</sup> February, 1984, leaving behind brother (i) Raghu Ganpati Kulkade, sons, (ii) Dnyanesh Kamthekar Kulkade, (iii) Balu Kamthekar Kulkade, daughters; (iv) Bhagubai Gajanan Pandhure, (v) Indubai Baban Shankar, (vi) Alka Suryakant Jagtap and wife, (vii) Narmadabai Kamthekar Kulkade as his only legal heirs and accordingly, as per an application and heirship register entry bearing no.43, their names were mutated in the 712 extract in respect of inter-*alia* Gat No.1265.

5. On perusal of ME No.221 dated 1<sup>st</sup> July, 1985, it appears that as per *Inter-Patra*, land bearing inter-*alia* Gat No.1265 was mortgaged by Dnyanesh Kamthekar in favour of Shree Sant Savata Maharaj V.K.S Co-operative Society Limited, Lavale to secure the loan of Rs.5,000/- (Rupees Five Thousand Only). Therefore, an encumbrance of Rs.5,000/- (Rupees Five Thousand Only) was created in favour of Shree Sant Savata Maharaj V.K.S Co-operative Society Limited, Lavale and same was recorded in the other rights column of 712 extract of inter-*alia* Gat No.1265.

6. On perusal of ME No.296 dated 20<sup>th</sup> July, 1987, it appears that as per *Inter-Patra*, land bearing inter-*alia* Gat No.1265 was mortgaged by Baban Sopana Tangade in favour of Shree Sant Savata Maharaj V.K.S Co-operative Society Limited, Lavale to secure the loan of Rs.20,000/- (Rupees Twenty Thousand Only). Therefore, an encumbrance of Rs.20,000/- (Rupees Twenty Thousand Only) was created in favour of Shree Sant Savata Maharaj V.K.S Co-operative Society Limited, Lavale and same was recorded in the other rights column of 712 extract of inter-*alia* Gat No.1265.



Co-operative Society Limited, Lavale and same was recorded in the other rights column of 712 extract of inter-*alia* Gat No.1265. It appears that inadvertently aforesaid ME No.680 dated 1<sup>st</sup> July, 1992 is not reflected on the 712 extract, however, it pertains to Gat No.1265.

ME No.708 dated 12<sup>th</sup> October, 1992, it appears that Laxmibai Balu Kulkade made an application on 10<sup>th</sup> October, 1992 stating that, Balu Kamthekar Kulkade died on or about 14<sup>th</sup> April, 1990, leaving behind the following legal heirs (i) Sampath Balu Kulkade (son), (ii) Dalab Balu Kulkade (daughter), (iii) Mangal Arun Dhadale (daughter), (iv) Jyoti Balu Kulkade (daughter) and (v) Laxmibai Balu Kulkade (wife) as his only legal heirs and accordingly, as per an application and heirship register entry bearing no.163, their names were mutated in the 712 extract in respect of inter-*alia* Gat No.1265.

13. On perusal of ME No.1635 dated 20<sup>th</sup> May, 2002, it appears that as per *Inter-Patra*, land bearing inter-*alia* Gat No.1265 was mortgaged by Baban Sopana Tangade in favour of Shree Sant Savata Maharaj V.K.S Co-operative Society Limited, Lavale to secure the loan of Rs.2,00,000/- (Rupees Two Lakh Only). Therefore, an encumbrance of Rs.2,00,000/- (Rupees Two Lakh Only) was created in favour of Shree Sant Savata Maharaj V.K.S Co-operative Society Limited, Lavale and same was recorded in the other rights column of 712 extract of inter-*alia* Gat No.1265.

14. On perusal of Deed of Conveyance dated 8<sup>th</sup> January, 2008 (described hereinafter), we note that Tarabai Dattu Kulkade died on or about 14<sup>th</sup> September, 2003.

15. On perusal of ME No.1807 dated 22<sup>nd</sup> October, 2005, it appears that as per *Inter-Patra*, land bearing inter-*alia* Gat No.1265 (part) was mortgaged by Pralhad Dattu Kulkade in favour of Shree Sant Savata Maharaj V.K.S Co-operative Society Limited, Lavale to secure the loan of Rs.5,00,000/- (Rupees Five Lakh Only). Therefore, an encumbrance of Rs.5,00,000/- (Rupees Five Lakh Only) was created in favour of Shree Sant Savata Maharaj V.K.S Co-operative Society Limited, Lavale and same was recorded in the other rights column of 712 extract of inter-*alia* Gat No.1265 (part).

16. On perusal of ME No.1839 dated 6<sup>th</sup> January, 2004, it appears that Raghu Ganpati Kulkade died on or about 2<sup>nd</sup> January, 2003, leaving behind Uttan Raghu Kulkade as his only legal heir and accordingly, as per an application and heirship register entry bearing no.348, his name was mutated in the 712 extract in respect of inter-*alia* Gat No.1265. It appears that 'Raghu Ganpati Kulkade' and 'Raghu Ganpati Kulkade' are one and the same person.

17. On perusal of ME No.1972 dated 9<sup>th</sup> December, 2004, it appears that Annu Shirpati Kulkade died on or about 8<sup>th</sup> August, 2004, leaving behind sons, (i) Balu Annu Kulkade, (ii) Babu Annu Kulkade, daughter (iii) Babu Rajendra Navik and wife (iv) Pralhad Annu Kulkade as his only legal heirs and accordingly, their names were mutated in the 712 extract in respect of inter-*alia* Gat No.1265.



18. On perusal of ME No.1991 dated 12<sup>th</sup> January, 2005, it appears that the same is not pertaining to Gat No.1265.

19. On perusal of ME No.2070 dated 8<sup>th</sup> July, 2005, it appears that the same is not pertaining to Gat No.1265.

20. By and under a Deed of Conveyance dated 10<sup>th</sup> September, 2006 and registered with the office of Sub-Registrar of Assurances under Serial No.MI.5-6667 of 2006, executed by and between Dattajirao Ramchandraharo Nimbalkar, therein referred to as the 'Purchaser' and between Dattajirao Ramchandraharo Nimbalkar, therein referred to as the 'Vendor' of Second Part and (i) Muktabai Dhandubai Bhande, (ii) Jijabai Nana Sulankhe, (iii) Madhukar Baban Tangade, (iv) Shrikant Baban Tangade, (v) Sheeba Hazareman Sawant, (vi) Lata Gajanan Sevlikar as his constituted attorney in all acts, deeds and matters in respect of inter-*alia* a portion of land bearing inter-*alia* Gat No.1265 admeasuring 8,366 square meters, at or for the consideration and in the manner more particularly set out therein. The ME No.2288 dated 10<sup>th</sup> November, 2006, records the foregoing.

21. Pursuant to the aforesaid Deed of Conveyance dated 30<sup>th</sup> March, 2006, by and under a Power of Attorney dated 30<sup>th</sup> September, 2006 and registered with the office of Sub-Registrar of Assurances under Serial No. MI.5-6714 of 2006, the said Dattajirao Ramchandraharo Nimbalkar nominated, constituted and appointed Anandhata Utam Sevlikar as his constituted attorney in all acts, deeds and matters in respect of inter-*alia* a portion of land bearing inter-*alia* Gat No.1265 admeasuring 8,366 square meters and as more particularly set out therein.

22. On perusal of ME No.2353 dated 24<sup>th</sup> April, 2007, it appears that as per *Inter-Patra*, land bearing inter-*alia* Gat No.1265 was mortgaged by Pralhad Dattu Kulkade in favour of Shree Sant Savata Maharaj V.K.S Co-operative Society Limited, Lavale to secure the loan of Rs.5,00,000/- (Rupees Five Lakh Only). Therefore, an encumbrance of Rs.5,00,000/- (Rupees Five Lakh Only) was created in favour of Shree Sant Savata Maharaj V.K.S Co-operative Society Limited, Lavale and same was recorded in the other rights column of 712 extract of inter-*alia* Gat No.1265.

23. By and under a Deed of Conveyance dated 4<sup>th</sup> May, 2007 and registered with the office of Sub-Registrar of Assurances under Serial No. MLI.5-2057 of 2007, executed by and between Vinod Jayantibai Shub, therein referred to as the 'Purchaser' of the One Part, (i) Pralhad Dattu Kulkade, (ii) Babu Annu Kulkade, (iii) Babu Annu Kulkade, (iv) Babu Rajendra Navik, (v) Chandrabhaga Narayan Desai, (vi) Genba alias Gema Shirpati Kulkade, therein referred to as the 'Vendors' of the Second Part and Shivaji Gema alias Gema Kulkade, therein referred to as the 'Confirming Party' of the Third Part, the Vendors with the consent of the Confirming Party with transferred and conveyed in favour of Purchaser therein, their undivided right, title and interest in respect of portion of land bearing inter-*alia* Gat



No.1265 admeasuring 16,732 square meters, at or for the consideration and in the manner more particularly set out therein. The ME No.2364 dated 29<sup>th</sup> May, 2007, records the foregoing.

24. By and under a Notification dated 10<sup>th</sup> December 2007 bearing Reference No. TPS - 1806/2388-CR-891/07/UT-13 issued by the Urban Development Department under Section 18(3) of the Maharashtra Regional and Town Planning Act, 1966, localised clearance was granted to KCEPL, and Annu Shirpati Kulkade in respect of the extent of 83.46 Ares out of 5 Hectares and 2 Ares, on the terms and conditions contained therein ("Notification").

25. On perusal of ME No.2405 dated 29<sup>th</sup> September, 2009, it appears that Bhika Sopana Tangade died on or about 14<sup>th</sup> February, 1996, leaving behind his wife Sainabai Bhika Tangade as his only legal heir and accordingly, her name was mutated in the 712 extract in respect of inter-*alia* Gat No.1265.

26. As per Kcital No.2 of Sale Deed dated 3<sup>rd</sup> May, 2007 and bearing Serial No.488 of 2007 (described hereinafter), it appears that Chinubai alias Bhimabai Sopana Tangade died on or before the execution of aforesaid Sale Deed.

27. By and under a Deed of Conveyance dated 5<sup>th</sup> May, 2007 and registered with the office of Sub-Registrar of Assurances under Serial No. MI.5-4068 of 2007, executed by and between Vinod Jayantibai Shub, therein referred to as the 'Purchaser' of the One Part, (i) Sainabai Bhika Tangade (legal heirs of Pre-deceased Bhika Sopana Tangade), (ii) Baburao Sopana Tangade, (iii) Muktabai Dhandubai Bhande and (iv) Jijabai Nana Sulankhe, therein referred to as the 'Vendors' of the Second Part and (i) Indubai Baburao Tangade, (ii) Sambhubai Baburao Tangade, (iii) Ganpat Baburao Tangade and (iv) Gajanan Baburao Tangade, therein referred to as the 'Confirming Parties' of the Third Part, the Vendors with the consent of the Confirming Parties therein sold, transferred and conveyed in favour of Purchaser therein, their undivided right, title and interest in respect of portion of land bearing inter-*alia* Gat No.1265 admeasuring 8,366 square meters, at or for the consideration and in the manner more particularly set out therein. The ME No.2450 dated 20<sup>th</sup> December, 2007, records the foregoing.

28. On perusal of ME No.2453 dated 29<sup>th</sup> December, 2007, it appears that the land bearing inter-*alia* Gat No.1265 was mortgaged by Pralhad Dattu Kulkade in favour of Shree Sant Savata Maharaj V.K.S Co-operative Society Limited, Lavale to secure the loan facilities. However, the same has been repaid by Pralhad Dattu Kulkade and pursuant to the letter dated 28<sup>th</sup> February, 2008 issued by Shree Sant Savata Maharaj V.K.S Co-operative Society Limited, Lavale, the aforesaid encumbrance was deleted from the 712 extract in respect of inter-*alia* Gat No.1265.

29. By and under a Deed of Conveyance dated 8<sup>th</sup> January, 2008 and registered with the Office of Sub-Registrar of Assurances under Serial No. MLI.5-1151 of 2008, executed by and between Parag Chinubai Shub, therein referred to as 'Purchaser' of the First Part, (i)









D/

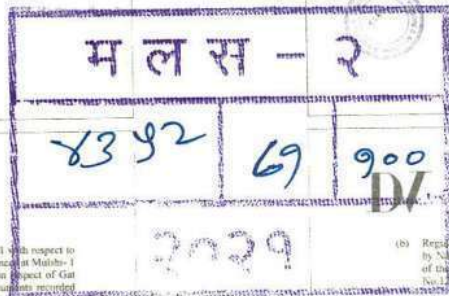
54. By a Development Permission and Commencement Certificate dated 9<sup>th</sup> September, 2020 bearing Reference No. BMU/Village Layout/S. No. 1171 Part and other Sector OCR-Pr. Kra. 1607/19-20 issued by the Metropolitan Commissioner and Chief Executive Officer, PMRDA (Development Permission), the permission to commence the construction of residential and commercial buildings on an area measuring 24518.05 square meters was accorded, on the terms and conditions contained therein. We note that Gat No. 1265 (Part) measuring 4292.22 square meters forms part of the aforesaid Development Permission.

**B. Revenue Records:**

55. We have been furnished with certified 7/12 extract in respect of Gat No.1265 dated 30<sup>th</sup> April, 2018. We have also seen the computerized 7/12 extract in respect of Gat No.1265 dated 26<sup>th</sup> November, 2020. On perusal thereof, we note as under:

Gat No.	Area (square meters)	Holders Column	Other Rights	Tenure
1265	50,200	Rekha Nemish Shah (25,100 square meters), Knowledge City Education Private Limited i.e. KCTPL through director Hareesh Jayantilal Shah (16,734 square meters), Krutarth Nemish Shah (8,366 square meters)	Himabhai Sopana Tangde Farabai Dattu Kadale	Occupancy Class-I

- (i) We note that Farabai Dattu Kadale died on or about 14<sup>th</sup> September, 2003, however, her name is still recorded in the other rights column.
- (ii) We note that Himabhai alias Himabai Sopana Tangde died on or prior to 2007, however, her name is still recorded in the other rights column.
- (iii) We note that Rekha Nemish Shah was entitled to 25,098 square meters, however, 7/12 extract record that Rekha Nemish Shah was entitled to 25,100 square meters. We further note that KCTPL is entitled to the area measuring 16,732 square meters, however, 7/12 extract records that KCTPL is entitled to 16,734 square meters.



D/

60. We have been provided with the Search Report dated 12<sup>th</sup> January, 2021 with respect to searches conducted in the relevant offices of the Sub-Registrar of Assurances at Mumbai-1 & 2 (Pune) Computer Records from the year 2020 to 2021 (2 years) in respect of Gat No.1265 and on perusal thereof, we note that save and except the documents recorded hereinabove, there are no other additional documents recorded therein with respect to the Gat No. 1265.

**F. Searches conducted on the website of Central Registry of Securitization Asset Reconstruction and Security Interest of India**

61. We have caused searches to be carried out on the portal of Central Registry of Securitization and Asset Reconstruction and Security Interest of India (CERSAI) in respect of KCEPL, Image and Gat No. 1265 and accordingly, we have been furnished with 3 (three) Search Reports, all dated 7<sup>th</sup> January, 2021 in respect of the same. On perusal thereof, we note that there are no charges recorded therein.

**G. Searches conducted on the online portal of the Ministry of Corporate Affairs**

62. We have caused searches to be carried out on the website of the Ministry of Corporate Affairs (MCA) in respect of the charges created by KCEPL and Image. Accordingly, we have been furnished with 2 (two) Search Reports, both dated 9<sup>th</sup> January, 2021 in respect of the same. On perusal thereof, we note that save and except the Mortgage, no mortgage/charges in respect of the Gat No. 1265 are recorded therein.

**H. Litigation**

63. We have caused an online litigation search to be taken in respect of litigation filed by or against Image and in pursuance thereof, we have been furnished with Legal Audit Report dated 23<sup>rd</sup> January, 2020 issued by Cubetree Technology Solutions Private Limited in respect thereof. On perusal of the same, we observe that no litigations are filed by or against Image.

64. We have caused an online litigation search to be taken in respect of litigation filed by or against KCEPL and in pursuance thereof, we have been furnished with a Legal Audit Report dated 23<sup>rd</sup> January, 2020 issued by Cubetree Technology Solutions Private Limited ("Legal Audit Report") in respect thereof. On perusal of the same, we observe that the following 8 (eight) litigations are filed by or against KCEPL and that the same are pending. Our observations with respect to these litigations are as under:

- (a) Miscellaneous Civil Appeal No.14 of 2019 filed before the District and Sessions Court, Pune by KCEPL and 2 others against Sitaram Sakharam Paigale and 4 others. We have been informed that Miscellaneous Civil Appeal No.14 of 2019 was filed against the order passed in Regular Civil Suit No.067 of 2013, which does not affect Gat No.1265.



D/

Regular Criminal Case No.401994 of 2014 is related to the Special Civil Suit No.200700 of 2014 and therefore the same does not affect Gat No.1265.

- (b) Regular Civil Suit No.200967 of 2013 filed before the Civil Court, Senior Division, Pune by KCEPL and 2 others against Sitaram Sakharam Paigale and 4 others. On perusal of the papers and proceedings thereof it appears that the same does not affect Gat No.1265.

65. We have caused an online litigation search to be taken in respect of litigation filed by or against Rekha Nemish Shah and Krutarth Nemish Shah and in pursuance thereof, we have been furnished with 2 (two) Legal Audit Reports both dated 2<sup>nd</sup> May, 2020 issued by Cubetree Technology Solutions Private Limited in respect thereof. On perusal of the same, we note that save and except Special Civil Suit No.276 of 2018 filed before the Civil Court, Senior Division, Pune by Shital Ananda Kadale alias Shital Pratik Zagade and another against KCEPL and 25 others, no other litigations are pending against Rekha Nemish Shah and Krutarth Nemish Shah. On perusal of the papers and proceedings of the aforesaid Special Civil Suit No.276 of 2018, it appears that the same does not affect Gat No.1265.

**I. Other Observations**

66. We have issued public notices on 23<sup>rd</sup> December, 2020 inviting claims to *inter alia* Gat No. 1265 measuring 4292.22 square meters in (i) The Economic Times (English) and (ii) Maharashtra Times (Marathi) and pursuant thereto, we have not received any claims till date.

67. We have been provided with a Demand Order dated 26<sup>th</sup> November, 2018 bearing Reference No. 238/Recovery/2018 issued by the office of the Taluka, Lavale, Mulshi and addressed to KCEPL, village Lavale, Taluka Mulshi and District Pune for the payment of Rs.81,83,332/- (Rs. Eighty-One Lakhs Eighty-Three Thousand Five Hundred and Thirty-Two only) towards NA tax. The said Demand Letter does not specify the Gat Numbers. We have also been provided with a challan dated 30<sup>th</sup> January, 2019 evidencing payment of Rs.81,83,332/- for the period from 1<sup>st</sup> April, 2018 to 31<sup>st</sup> March, 2019. Further, we have been informed that the N.A. Assessment taxes with respect to Gat No. 1265 has been paid in full on or date and there are no arrears in respect thereof. There are no other outgoings and taxes payable in respect of Gat No. 1265 as Gat No. 1265 is an open plot of land without any construction thereon.

68. We have been given to understand that the following original documents of title in respect of Gat No. 1265 are in the possession of ICICI Home Finance Company Limited:

- (a) Deed of Conveyance dated 8<sup>th</sup> January, 2008 bearing Registration No. M/S-1151 of 2008, executed by Pralhad Dattu Kadale and Others in the favour of Pratik Chintamani Shah.



D/

- (b) We note that Rekha Nemish Shah is entitled to 25,098 square meters, KCEPL is entitled to 16,732 square meters and Krutarth Nemish Shah is entitled to 8,366 square meters aggregating to 50,196 square meters and hence we are unable to ascertain who is entitled to the balance 4 square meters.

**C. Mortgages**

56. By and under an Indenture of Mortgage dated 20<sup>th</sup> November, 2020 and registered with the office of the Sub-Registrar of Assurances under Serial No. M/S-213484/2020 made between Image Realty LLP, therein referred to as the Borrower/ Mortgagee 1, KCEPL, therein referred to as the Mortgagee 2 and ICICI Home Finance Company Limited, therein referred to as the Mortgage/ ("the Mortgage"), a portion of the Gat No. 1265 measuring 4292.22 square meters or thereabouts was mortgaged in favour of the Mortgagee therein, on the terms and conditions and to the extent contained therein.

**D. Reservations:**

57. On perusal of Zonal Certificate dated 4<sup>th</sup> January, 2018 bearing reference no. PMRDA/ Village Lavale, Taluka Mulshi, District Pune/ Survey No.036 Survey No.384/22141 issued Chief Executive Officer, Pune Metropolitan Regional Development Authority, Pune, it appears that Old Survey No.384 is an agricultural land and falling under No Development Zone. However, pursuant to the aforesaid Notification, Gat No.1265 was already deemed to be non-agricultural.

**E. Searches in the Office of Sub-Registrar of Assurances**

58. We have been furnished with copy of the Search Report dated 7<sup>th</sup> February, 2019 issued by Manoj N. Satam, Search Clerk, in regards to searches conducted in the office of the Sub-Registrar of Assurances at Mumbai & Mulshi (Pune) from 1969 to 2018 (50 Years) in the office of Sub-Registrar at Mulshi 1 & 2 (Pune) from 2002 to 2018 (17 Years) in respect of Gat No. 1265 and on perusal thereof, we note that save and except the documents recorded hereinabove, a Notice of Lis-Pendency dated 20<sup>th</sup> November, 2017 and bearing Serial No.M/S-15673 of 2017 and executed by Ganesh Babu Kadale is reflected therein, however, we have not been furnished with a copy of the same. We have been furnished with the Index II of the said Notice of Lis-Pendency and based on the same, we note that the same is in relation to Special Civil Suit No.1224 of 2017 (recorded hereinabove).

59. We have been furnished with the Search Report dated 27<sup>th</sup> March, 2020 issued by Manoj N. Satam, Search Clerk in regards to searches conducted in the relevant offices of the Sub-Registrar of Assurances at Mulshi-1 & 2 (Pune) Computer Records from the year 2018 to 2020 (3 years) in respect of Gat No.1265 and on perusal thereof, we note that save and except the documents recorded hereinabove, there are no other additional documents recorded therein.



- (b) Regular Civil Suit No. 177 of 2013 filed before the Civil Court, Senior Division, Pune by Himabai Dattatray Chitambar against KCEPL and 11 others. On perusal of the papers and proceedings thereof it appears that the same does not affect Gat No.1265.

(c) Special Civil Suit No.276 of 2018 filed before the Civil Court, Senior Division, Pune by Shital Ananda Kadale alias Shital Pratik Zagade and another against KCEPL and 25 others. On perusal of the papers and proceedings thereof it appears that the same does not affect Gat No.1265.

(d) Special Civil Suit No.1224 of 2017 was filed before the Civil Court, Senior Division, Pune by legal heirs of Balu Kadam Kadale being (i) Sampat Balu Kadale (ii) Gulab Balu Kadale (iii) Mangal Arun Dhadhale (iv) Jyoti Adinath Harne and (v) Laxmibai Balu Kadale ("Plaintiffs") therein against (i) Dnyanesh Kanhu Kadale, (ii) Bhangubai Ganaman Pandhure, (iii) Inubai Baban Bankar, (iv) Aika Suryakant Jagtap, (v) Amol Uttam Kadale, (vi) Sandip Uttam Kadale, (vii) Manabhai Uttam Kadale, (viii) Darshan Pratik Shah and (ix) Knowledge City Education Private Limited through its Director Hareesh Jayantilal Shah ("Defendants") therein *inter alia* praying for declaration of entitlement of the Plaintiffs over one half share in a portion Gat No.1265 measuring 85 Acres and that partition and possession thereof be given. The Plaintiffs claim that the consent of the Plaintiffs was fraudulently obtained under the pretext of legal necessity, but in such there was no legal necessity and the consideration under the legal Sale Deed bearing registration No.1576 of 2005 in respect of Gat No.1265 was not paid to the Plaintiff. Further, the Plaintiffs allege that KCEPL has acquired rights in Gat No.1265 *vide* Sale Deed bearing Serial No.4174 of 2009 from persons who were not legally entitled to the same. Further, from the records maintained on the official website of the District and Sessions Court, it appears that (i) the aforesaid Suit is pending for framing of additional issues, (ii) the next date of hearing is 25<sup>th</sup> March, 2021 and (iii) an injunction order have been passed therein.

(e) Regular Civil Suit No.1557 of 2016 filed before the Civil Court, Senior Division, Pune by Avinash Shrawan Khairat and 6 others against KCEPL and 25 others. On perusal of the papers and proceedings thereof it appears that the same does not affect Gat No.1265.

(f) Special Civil Suit No.300780 of 2014 filed before the Civil Court, Senior Division, Pune by Shaban Gerekh Pol and another against KCEPL and 29 others. On perusal of the papers and proceedings thereof it appears that the same does not affect Gat No.1265.

(g) Regular Criminal Case No.401994 of 2014 filed before the Chief Judicial Magistrate, Pune by Shaban Gerekh Pol against KCEPL and 30 others. We have not been furnished with the papers and proceedings of the same. We have been informed that the aforesaid



D/

Regular Criminal Case No.401994 of 2014 is related to the Special Civil Suit No.200700 of 2014 and therefore the same does not affect Gat No.1265.

- (b) Regular Civil Suit No.200967 of 2013 filed before the Civil Court, Senior Division, Pune by KCEPL and 2 others against Sitaram Sakharam Paigale and 4 others. On perusal of the papers and proceedings thereof it appears that the same does not affect Gat No.1265.

65. We have caused an online litigation search to be taken in respect of litigation filed by or against Rekha Nemish Shah and Krutarth Nemish Shah and in pursuance thereof, we have been furnished with 2 (two) Legal Audit Reports both dated 2<sup>nd</sup> May, 2020 issued by Cubetree Technology Solutions Private Limited in respect thereof. On perusal of the same, we note that save and except Special Civil Suit No.276 of 2018 filed before the Civil Court, Senior Division, Pune by Shital Ananda Kadale alias Shital Pratik Zagade and another against KCEPL and 25 others, no other litigations are pending against Rekha Nemish Shah and Krutarth Nemish Shah. On perusal of the papers and proceedings of the aforesaid Special Civil Suit No.276 of 2018, it appears that the same does not affect Gat No.1265.

**I. Other Observations**

66. We have issued public notices on 23<sup>rd</sup> December, 2020 inviting claims to *inter alia* Gat No. 1265 measuring 4292.22 square meters in (i) The Economic Times (English) and (ii) Maharashtra Times (Marathi) and pursuant thereto, we have not received any claims till date.

67. We have been provided with a Demand Order dated 26<sup>th</sup> November, 2018 bearing Reference No. 238/Recovery/2018 issued by the office of the Taluka, Lavale, Mulshi and addressed to KCEPL, village Lavale, Taluka Mulshi and District Pune for the payment of Rs.81,83,332/- (Rs. Eighty-One Lakhs Eighty-Three Thousand Five Hundred and Thirty-Two only) towards NA tax. The said Demand Letter does not specify the Gat Numbers. We have also been provided with a challan dated 30<sup>th</sup> January, 2019 evidencing payment of Rs.81,83,332/- for the period from 1<sup>st</sup> April, 2018 to 31<sup>st</sup> March, 2019. Further, we have been informed that the N.A. Assessment taxes with respect to Gat No. 1265 has been paid in full on or date and there are no arrears in respect thereof. There are no other outgoings and taxes payable in respect of Gat No. 1265 as Gat No. 1265 is an open plot of land without any construction thereon.

68. We have been given to understand that the following original documents of title in respect of Gat No. 1265 are in the possession of ICICI Home Finance Company Limited:

- (a) Deed of Conveyance dated 8<sup>th</sup> January, 2008 bearing Registration No. M/S-1151 of 2008, executed by Pralhad Dattu Kadale and Others in the favour of Pratik Chintamani Shah.



D/

- (b) Sale Deed dated 10<sup>th</sup> July, 2009 and bearing Registration No. M/S-4031 of 2009, executed by Pratik Chintamani Shah in the favour of Precinct Estates Private Limited.

(c) Deed of Conveyance dated 17<sup>th</sup> July, 2009 and bearing Registration No.M/S-4174 of 2009, executed by Uttam Raghu Kadale and Others in the favour of KCEPL.

(d) Deed of Conveyance dated 4<sup>th</sup> February, 2010 and bearing Registration No.M/S-729 of 2010, executed by Dnyanesh Kanhu Kadale and Others in favour of KCEPL.

(e) Order dated 6<sup>th</sup> February, 2015 bearing Registration No. M/S - 4041 of 2015.

(f) Image Deed.

(g) Image POA.

69. Further, we have been informed that all the original documents of title of Rekha Nemish Shah and Krutarth Nemish Shah pertaining to Gat No. 1265 are in their respective custody and none of the original documents of title are lost/ misplaced/ untraceable or deposited with any bank/ lender or any third party.

70. We have been *inter alia* informed that:-

- (a) Gat No.1265 is in joint, quiet, vacant and peaceful possession of (i) KCEPL, (ii) Rekha Nemish Shah and (iii) Krutarth Nemish Shah as per their respective entitlement.

(b) Save and except Special Civil Suit No.1224 of 2017, there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending or threatened against or with respect to Gat No. 1265 or any part thereof.

(c) There are no adverse/ prohibitory orders passed under any suits/ proceedings restraining mortgage and/or any transfer of Gat No. 1265 or any part thereof in any manner whatsoever; and

(d) There is sufficient road access to Gat No. 1265.

71. For the purposes of this Opinion, we have made certain assumptions which are set out in the **Third Schedule** hereto.







# ANNEXURE A - 4

अहवाल दिनांक : 19/02/2029

माव नमुना सार  
अधिकार अभिलेख पत्र  
। महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहा ( तयार करणे व सुविधीत ठेवणे ) नियम, १९७१ यातील नियम ३.५.६ आणि ७।  
शिल्लक - मुळशी जिल्हा - पुणे शेवटचा फेरदार क्रमांक : ४३२० व दिनांक : 13/04/2018

माव - लवळे  
मूळ क्रमांक व उपविभाग : 1265  
शिल्लक - मुळशी जिल्हा - पुणे

मूळ क्रमांक व उपविभाग : 1265		शुध्दाराचा पध्दती भागवटदाराचे नाव		भागवटदाराचे माव				खाले क्रमांक
वर्ग	इंग्राम	क्षेत्र	आकार	चौ.ख.	फे.का.	क्षे.का.	खाले क्रमांक	
मोताचे स्थानिक माव :-								
शुध्द पत्रक	४.०२.००	रक्षा मोमिच खात	2.01.00	1.75	0.50.00	(2821)	32, 36, 83, 1294	
विवादात	-	। अदुदाधा प्रभाकर देवमुळ					कुळाचे माव	
बांधणीत	-	कुळाचे नमिच खात	0.83.66	0.73		(4286)	शहर अधिकार	
जमी	-	नसिच सिटी एन्व्हेलपम प्रा. लि. तर्फे	1.17.34	1.02	0.50.00	(2821)	शहर	
वसूलत	-	डायरेक्टर इंधन जवतीलाल खात					शिल्लकाई शेवटचा तपडे ( 1 )	
दुध	4.02.00						वास्त	
मि.ड.डारवा (संगणकीत अक्षेप)	1.00.00						। शिल्लकाई दनु कुण्डळे ( 399 )	
का. (अ)	1.00.00							
का. (ब)	1.00.00							
अकारणी	3.50							
जुती किंवा विशेष अकारणी	-							

शुध्द फेरदार क्र. (1)(1191)(159)(221)(399)(453)(607)(668)(706)(1167)(1180)(11879)(11972)(1991)(2070)(2286)(2351)(2364)(2405)(2430)(2433)(2471)(2524)(2592)(2748)(2855)(2868)(2871)(2920)(3290)

सीमा आणि भुगमपन चिन्हे :

माव नमुना सार  
अधिकार अभिलेख पत्र  
। महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहा ( तयार करणे व सुविधीत ठेवणे ) नियम, १९७१ यातील नियम २९।  
शिल्लक - मुळशी जिल्हा - पुणे शेवटचा फेरदार क्रमांक : ४३२० व दिनांक : 13/04/2018

माव - लवळे  
मूळ क्रमांक व उपविभाग : 1265

वर्ग	इंग्राम	सिध्दाचार सकेत क्रमांक	मिळ पिकासाठी क्षेत्र				निषेध पिकासाठी क्षेत्र				स्वरूप	क्षेत्र	जत सिध्दाचार साधन	शहर
			मिळ पिकासाठी क्षेत्र		निषेध पिकासाठी क्षेत्र		मिळ पिकासाठी क्षेत्र		निषेध पिकासाठी क्षेत्र					
			जत सिध्दाचार	अजत सिध्दाचार	जत सिध्दाचार	अजत सिध्दाचार	जत सिध्दाचार	अजत सिध्दाचार	जत सिध्दाचार	अजत सिध्दाचार				
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
			ह.अ.र. चौ.मी.	ह.अ.र. चौ.मी.	ह.अ.र. चौ.मी.	ह.अ.र. चौ.मी.	ह.अ.र. चौ.मी.	ह.अ.र. चौ.मी.	ह.अ.र. चौ.मी.	ह.अ.र. चौ.मी.	ह.अ.र. चौ.मी.	ह.अ.र. चौ.मी.	ह.अ.र. चौ.मी.	ह.अ.र. चौ.मी.

या प्रमाणित प्रतीसाठी मी म्हणून १५- रुपये मिळाले.  
दिनांक - 27/01/2021  
सांकेतिक क्रमांक - 27250066030980009120211256

(नाम : सुवर्णा)  
मलाठी साज्या - लवळे  
ना मळशी, जि. पुणे

## म ल स - २

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१००

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अहवाल दिनांक : 07/02/2020

माव नमुना सार  
अधिकार अभिलेख पत्र  
। महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहा ( तयार करणे व सुविधीत ठेवणे ) नियम, १९७१ यातील नियम ३.५.६ आणि ७।  
शिल्लक - मुळशी जिल्हा - पुणे शेवटचा फेरदार क्रमांक : 2863 व दिनांक : 04/01/2017

माव - लवळे  
मूळ क्रमांक व उपविभाग : 1197

मूळ क्रमांक व उपविभाग : 1197		शुध्दाराचा पध्दती भागवटदाराचे नाव		भागवटदाराचे माव				खाले क्रमांक
वर्ग	इंग्राम	क्षेत्र	आकार	चौ.ख.	फे.का.	क्षे.का.	खाले क्रमांक	
मोताचे स्थानिक माव :-								
शुध्द पत्रक	1.54.00	नसिच सिटी एन्व्हेलपम प्रा. लि. तर्फे	1.54.00	1.88	0.54.00	(2970)	1294	
विवादात	-	डायरेक्टर इंधन जवतीलाल खात					कुळाचे माव	
बांधणीत	-						शहर अधिकार	
जमी	-							
वसूलत	-							
दुध	1.54.00							
मि.ड.डारवा (संगणकीत अक्षेप)	0.54.00							
का. (अ)	0.54.00							
का. (ब)	0.54.00							
अकारणी	1.88							
जुती किंवा विशेष अकारणी	-							

शुध्द फेरदार क्र. (1)(1737)(1844)(1169)(1646)(2095)(2131)(2254)(2458)(2555)(2922)(2880)(2867)(2746)(2363)(2290)

सीमा आणि भुगमपन चिन्हे :

माव नमुना सार  
अधिकार अभिलेख पत्र  
। महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहा ( तयार करणे व सुविधीत ठेवणे ) नियम, १९७१ यातील नियम २९।  
शिल्लक - मुळशी जिल्हा - पुणे शेवटचा फेरदार क्रमांक : 2863 व दिनांक : 04/01/2017

माव - लवळे  
मूळ क्रमांक व उपविभाग : 1197

वर्ग	इंग्राम	सिध्दाचार सकेत क्रमांक	मिळ पिकासाठी क्षेत्र				निषेध पिकासाठी क्षेत्र				स्वरूप	क्षेत्र	जत सिध्दाचार साधन	शहर
			मिळ पिकासाठी क्षेत्र		निषेध पिकासाठी क्षेत्र		मिळ पिकासाठी क्षेत्र		निषेध पिकासाठी क्षेत्र					
			जत सिध्दाचार	अजत सिध्दाचार	जत सिध्दाचार	अजत सिध्दाचार	जत सिध्दाचार	अजत सिध्दाचार	जत सिध्दाचार	अजत सिध्दाचार				
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	
			ह.अ.र. चौ.मी.	ह.अ.र. चौ.मी.	ह.अ.र. चौ.मी.	ह.अ.र. चौ.मी.	ह.अ.र. चौ.मी.	ह.अ.र. चौ.मी.	ह.अ.र. चौ.मी.	ह.अ.र. चौ.मी.	ह.अ.र. चौ.मी.	ह.अ.र. चौ.मी.	ह.अ.र. चौ.मी.	

या प्रमाणित प्रतीसाठी मी म्हणून १५- रुपये मिळाले.  
दिनांक - 27/01/2021  
सांकेतिक क्रमांक - 27250066030980009120211256

(नाम : सुवर्णा)  
मलाठी साज्या - लवळे  
ना मळशी, जि. पुणे





**पुणे महानगर प्रदेश विकास प्राधिकरण, पुणे**  
**Pune Metropolitan Region Development Authority, Pune**  
 म.नं. १५० - १५२, मद्रास रोड, मलबार कॉम्प्लेक्स, पुणे - ४११००२  
 S.No. 152-153, Maharashtra Sayajirao Gaikwad Udyog Bhawan, Aundh, Pune - 411 007  
 Ph.No. : 020- 259 33 344 / 356 / 333 / 333 / 333, फॅक्स. नं. ०२०- २५९ ३३ ३४४ / ३५६ / ३३३  
 Email: hqpmrda@gmail.com

**विकास परवानगी व प्रारंभ प्रमाणपत्र**  
**( मंजूर विकास निबंधन व प्रस्तावना नियमावलीतील नियम क्र. ६.६.१ नुसार )**

जा.क्र.: वीएमयू/मौ.लवळे/ स.नं. ११७१ पे व इतर सेक्टर OCR-१/प्र.ज. १६०७/११-२०/दि.०९/०९/२०२०

प्रति,  
 इमेन रिचील्टो लॉफे श्री. योगेश नाईक व इतर  
 रा. ४०१, फोनिक्स कॉम्प्लेक्स, सि.टो.एस. १४, व्हड गार्डन रोड, पुणे ०१

मौजे- लवळे, तालुका मुळशी, जिल्हा- पुणे येथील स.नं. ११७१ पे व इतर मधील मंजूर वृहत आराखड्यामधील सेक्टर OCR-१, चे क्षेत्र २४५१८.०५ चौ.मी. क्षेत्रावरील रहिवास व वाणिज्य इमारत बांधकाम प्रस्ताव मंजूरित्व प्राधिकरणाकडे प्राप्त झाला आहे. आपण प्रस्तावमात्रास सादर केलेल्या कागदपत्रास अधिन राहून तसेच सांबाळण्या परिशिष्ट ' अ ' मध्ये नमूद अटी व शर्तीस अधिन राहून उक्त प्रस्तावास विकास परवानगी व प्रारंभ प्रमाणपत्र देण्यात येत आहे.

महानगर आयुक्त  
 तपास  
 मुख्य कार्यकारी अधिकारी,  
 पुणे महानगर प्रदेश क्षेत्र विकास प्राधिकरण,  
 पुणे यांचे कार्यालय.

- पुणे महानगर प्रदेश क्षेत्र विकास प्राधिकरण, पुणे यांचेकडील दि.०९/०९/२०२० रोजीचे धर क्र. १६०७/११-२०/दि.०९/०९/२०२० दि.०९/०९/२०२० रोजीचे धर क्र. १६०७/११-२०/दि.०९/०९/२०२० सांबाळण्या परिशिष्ट ' अ '
- मंजूर नकाशाप्रमाणेच जागेचा विकास व बांधकाम करणे बंधनकारक राहिले.
  - सदर विकास परवानगी व प्रारंभ प्रमाणपत्र हे एक खात्याच्या कार्यालयीनरित्या अंमलात राहिले. तदनंतर त्यापुढे आवश्यकतेनुसार विहित प्रकृत्यांमध्ये सदर परवानगी व प्रमाणपत्राचे तुलनाकरण करून न घेतल्यास सदरचे परवानगी व प्रमाणपत्र संपुष्टात येईल.
  - प्रस्तावमात्रास मंजूर प्रथम सुधारित वृहत आराखडा दिनांक १०/०८/२०१५ च्या नकाशातील हद्दीचे तसेच जागेच्या मालकी / खेड्यादीवाकत अर्जाद्वारे / विकासकास/ जमीनमालकास जाबाबदार सादर केलेल्या प्रतिज्ञापत्राचे अधिन राहून परवानगी देण्यात येत आहे. सदर जागेमध्ये वहीयादीचे / हद्दीचे अनुदाने अथवा इमारतीबाबत कोणतेही व्यक्तिगत वाद / न्यायालयीन वाद उद्भवलेस त्याची सर्वस्वी जाबाबदारी अर्जाद्वारे / विकासक / जमीनमालक यांची राहिली. ज्या जागेची मालकी / खेड्याद, अर्जाद्वारे / विकासक / जमीनमालक यांची नाही अशा कोणत्याही जमिनीवर सदर परवानगीद्वारे विकास अनुज्ञेय राहणार नाही.
  - प्रस्तुतच्या जमिनीवर आर्थिक संस्थांचा बोजा असल्यास त्यास अर्जाद्वारे / जमीनमालक / विकासक सर्वतो जबाबदार राहिलेले.
  - नागरी जमीन (कमाल धारणा व विनियमन) अधिनियम, १९७६ हा निरासत झाला असल्यास या अधिनियमातील बाबींकरिता प्रस्तावमात्रास आपण २५.००/०० च्या स्टॅमप पेपरवरील दिनांक १६/०५/२०२० रोजी नोंदरी श्री. शांतकल कुलकर्णी यांचेसमोर केलेले विहित नमुन्यातील साधकपत्र व बंधनकारक करेले आहे. सदर साधकपत्र व बंधनकारक अधिन राहून सदर बांधकाम परवानगी देण्यात येत आहे. त्याबाबतची संपूर्ण जाबाबदारी अर्जाद्वारे / जमीनमालक / विकासक यांची राहिली सदर साधकपत्र व बंधनकारक मालकी धुकोची अथवा दिशाभूल बज्जारी अडवून आल्यास झालेले बांधकाम अनधिकृत समजून कारवाईस पात्र राहिले.
  - विध्यांकित जमिनीवर कोणतेही विकास कार्य सुरू करण्यापूर्वी रेखांकन जागेवर सिमांकित करून भूमि अधिनिष्ठ खात्याकडून प्रमाणित करून घेणे बंधनकारक आहे. मंजूर रेखांकनानुसार जागेवरील सिमांकित झाल्यानंतर, भूखंडाचे क्षेत्रफळ, रस्त्यांची रुंदी मंजूर रेखांकनात दर्शविल्याप्रमाणे कमी भरता फसता गये. घामाचे कोणताही बदल झाल्यास रेखांकन पुन्हा मंजूर करून घेणे बंधनकारक राहिले. अशा प्रमाणित रेखांकनाची प्रा प्राधिकरणास सादर करून त्यास अधिन मंजूर घेतल्याशिवाय कोणत्याही विकास करता येणार नाही. तसेच मंजूर रेखांकनानुसार अंतर्गत रस्ते, सुविधा भूखंडातील क्षेत्र त्याचप्रमाणे मंजूर प्रादेशिक योजनांचे रस्ते / रस्ता रुंदीचे बांधणी क्षेत्र जागा मालकास/विकासकास वाढीस चढईसह घडवता येतील सर्वोच्च निबंधन प्राधिकरणाकडे हस्तांतरित करावयाचे झाल्यास अशा अनुषंगीक क्षेत्राची मोजणी जगा मालकास विकास प्राधिकरणाकडे हस्तांतरित करावयाचे झाल्यास अशा अनुषंगीक क्षेत्राची मोजणी जगा मालकास विकासकास संघर्षात भूमि अधिनिष्ठ विभागाकडे दिशात्र अर्ज भरणे घेणे बंधनकारक राहिले. तदनंतर अशा विकासकास

**म ल स - २**

४३५२ ६९ ९००

२०२१

SEAL OF THE SUB-REGISTRY

- क्षेत्रावरील जमिनीचे खरेदीद्वारे संबंधित निवडून प्राधिकरणाचे नावाने जगा मालकास/विकासकास स्वरुपातून करून देऊन तसा ७/१२ उतरा व न्यायप्रमाणे प्रत्यक्ष जागेचा ताब धरल्यानंतरच अशा क्षेत्राचा काहीच घटईस मिळणेबाबत आवश्यक त्या बांधकाम नकाशा व अनुषंगीक कागदपत्रासक अर्ज करण्यास अर्जाद्वारे पात्र राहिलेले.
- मंजूर नकाशात दर्शविलेप्रमाणे नियोजित बांधकामासून पुढील, मागील व बाजूची साधारणिक अन्वये प्रकल्पात जागेवर कायम व खुली ठेवणे आवश्यक राहिले.
- रेखांकनातील भूखंड व निर्धारित इमारतीचा वापर फक्त रहिवास / वाणिज्य याप्रमाणे अनुज्ञेय केलेल्या वापरासाठी करणे बंधनकारक राहिले.
- इमारतीचे जोत तपासणीसाठी अर्ज करताना अर्थिक परवानगी आणि परवानगाधारक, कामादिशारद/अधिपंच/उत्तरवरेल अधिपंच/सुपरवायझर यांचे प्रमाणपत्र सादर करणे बंधनकारक राहिले. त्याचप्रमाणे भोगवटी प्रमाणपत्रासाठी अर्ज करताना बांधकाम प्रस्तावांतर्गत जमिनीचे महासूल / भूमि अधिनिष्ठ खात एकिकरण/ उपविभागाची केलेले आराखडे ७/१२ उतरा /प्रोटोटीप व मोजणी नकाशा सादर करणे बंधनकारक राहिले.
- इमारतीचे मंजूर नकाशाप्रमाणे जोपासण्यात येणे बांधकाम पूर्ण झाल्यानंतर जोत तपासणी प्रमाणपत्र प्राप्त करून न घेता पुढील बांधकाम केल्यास सादरचे बांधकाम अनधिकृत समजण्यात येऊन असे बांधकाम रडवल्यास कायमवारीस पात्र राहिले.
- अभिपत्यासाठी रस्ते, व खुली जागा यांचे देखभाल व अधिन्यासाप्रथे दर्शविलेले धर्मीकृत / प्रादेशिक योजना रस्ते/रस्ता रुंदीकरणातील क्षेत्र सवे जनतेच्या वापरासाठी तसेच शेजारच्या जमीनमालकास वापरण्यास खुले ठेवणे बंधनकारक राहिले.
- रेखांकनातील रस्ते, गटारे, खुली जागा इत्यादी अर्जाद्वारे / विकासकास / जमीनमालकास भूखंड / गर्दनाक विहित करण्यापूर्वी जागेवर स्वरुपांचे व समाधानकारकरीत्या विकसित करणे आवश्यक आहे.
- निर्धारित बांधकामातील मजल्यांची संख्या व उंची, मंजूर रेखांकन/बांधकाम नकाशावर दर्शविल्याप्रमाणे जास्त असता कामा नये.
- निर्धारित बांधकामाचे क्षेत्र, भूखंडावर अन्य बांधकाम अधिन्यास असल्यास त्यास एकूण बांधकाम क्षेत्र, सुविधा क्षेत्र व प्रादेशिक योजना रस्ते / रस्तांतील क्षेत्र नकाशावर दर्शविलेनुसार प्रत्यक्ष जागेवर असाय आवश्यक आहे.
- जागेतील / जागेलाच्या नाल्याच्या/नदीच्या नैसर्गिक प्रवाहास अडथळा येईल, असे कोणतेही बांधकाम करणे येणार नाही. त्याचप्रमाणे उक्त जमिनीवरील विकास धरलेला जागेवरील भूगट उरलेमध्ये अनाधिकृत बदल करता येणार नाही. सदर अटीचा भंग करून विकास केलेले भूगट घडल्यास त्याची जाबाबदारी अर्जाद्वारे / विकासक / जमीनमालक यांची राहिले.

- टिपट भविष्यात बौद्धिक कल्याण येऊ नये. तसेच टिपटचा वापर फक्त प्राधिकरणाचे करण्यात यावा.
- स्ट्रक्चरल ड्रॉजिनिअर/इंजिनियर यांनी तयार केलेल्या Structural Design नुसार प्रत्यक्ष जागेवर विकास करणेची जाबाबदारी विकासक व सुपरवायझर यांची संयुक्तिक राहिली.
- अर्जाद्वारे / विकासक / जमीनमालक यांनी दि. १६/६/२०२० अन्वये दिलेल्या शाणक्यास अधिन राहून ही परवानगी देण्यात येत असून प्रमाणित विकास निबंधन आणि प्रस्तावना नियमावलीमधील सर्व नियम आणि भारतीय मानक ब्युरोने विहित केलेल्या सुरक्षा प्रमाणकांचे पालन करणे अर्जाद्वारे / विकासक / जमीनमालक यांचेवर बंधनकारक राहिले. (नियम क्र. ७-१)
- शामत नगर विकास विभागाकडील दि. ११/११/२००८ चे निदेश क्र. दि.१०/१०/२००८/४१०२/प्र.क्र.३५७/०८/नि.२१ नुसार अर्जाद्वारे / विकासक / जमीनमालक व वास्तुविशारद यांनी बांधकाम नकाशाप्रथे प्रत्येक सदनिकेचे एकूण चढईक्षेत्र (Carpet area) नमूद केलेले आहे. सदर नमूद चढई क्षेत्र (Carpet area) बाबत आकडेमोड, गणितीय चुका इ. बाबत वास्तुविशारद व अर्जाद्वारे / विकासक / जमीनमालक संयुक्तिकरीत्या जाबाबदार राहिलेले.
- निर्धारित इमारतीसाठी / विकासकासाठी आवश्यक असणाऱ्या विषयाच्या पाण्याची सोय आपण अध्यासित केलेल्या सहस्र प्राधिकरणाने / प्राणपंचायताने न केल्यास या प्रकल्पातील सदनिका हस्तांतरणापूर्वी विषयाच्या पाण्याची आवश्यक ती पूर्णता अर्जाद्वारे / विकासक / जमीन मालक यांनी स्वयंचालित प्रत्यक्ष वापरापूर्वी करणे आवश्यक आहे. त्याचप्रमाणे सांडपाण्याची व मैल निर्मुलनाची सुयोग्य व्यवस्था प्रत्यक्ष वापरापूर्वी करणे बंधनकारक राहिले.
- ओला व सुक्या ऋतू-याकरिता सदर जागेत स्वतंत्र कॅनेलची सोय करणे आवश्यक राहिले शिवाय होणाऱ्या ओल्या कचऱ्यासाठी गाडवून घ्यायला प्रकल्प अर्जाद्वारे / विकासक / जमीनमालक यांनी स्वयंचालित करावयाचा आहे.
- पुणे महानगर प्रदेश विकास प्राधिकरणासाठीच्या मंजूर विकास निबंधन व प्रस्तावना नियमावलीतील नियम क्र. ३८.८ (iii) नुसार प्रांती हेक्टरी ५०० जाई लावून त्यांची जागासना करणे अर्जाद्वारे / विकासक यांचेवर बंधनकारक राहिले.
- सौर उर्जेवर पाणी तापविण्यासाठीची बंधन अर्जाद्वारे / विकासक / जमीनमालक यांनी इमारतीचे वापरापूर्वी साखळ्याने करावयाची आहे.
- वेस्ट वॉटर ट्रीटमेंट प्लंट बंधनकारक असाय अर्जाद्वारे / विकासक / जमीनमालक यांचेवर बंधनकारक असून पाण्याचा फेरवापर योग्य, झाडांची जोगासना करावी करणे आवश्यक आहे.
- प्रारंभ प्रमाणपत्र दिलेल्या कोणत्याही इमारतीचे बांधकाम पूर्ण झाल्यानंतर मंजूर विकास निबंधन व प्रस्तावना नियमावलीतील नियम क्र. ३५ नुसार पूर्णत्वाचे प्रमाणपत्र अर्जाद्वारे / विकासक / जमीनमालक यांनी सादर करून घ्यायचे असून नियम क्र. ३५.६ नुसार भोगवटी प्रमाणपत्र प्राप्त झाले घेतल्याशिवाय कोणत्याही इमारतीचा भागज / पूर्णतः वापर सुरू केल्यास अर्जाद्वारे / विकासक / जमीनमालक कारवाईस पात्र राहिले.
- प्रमाणित विकास निबंधन आणि प्रस्तावना नियमावलीमधील तरतुदी नुसार विशेष इमारतीबाबत :-

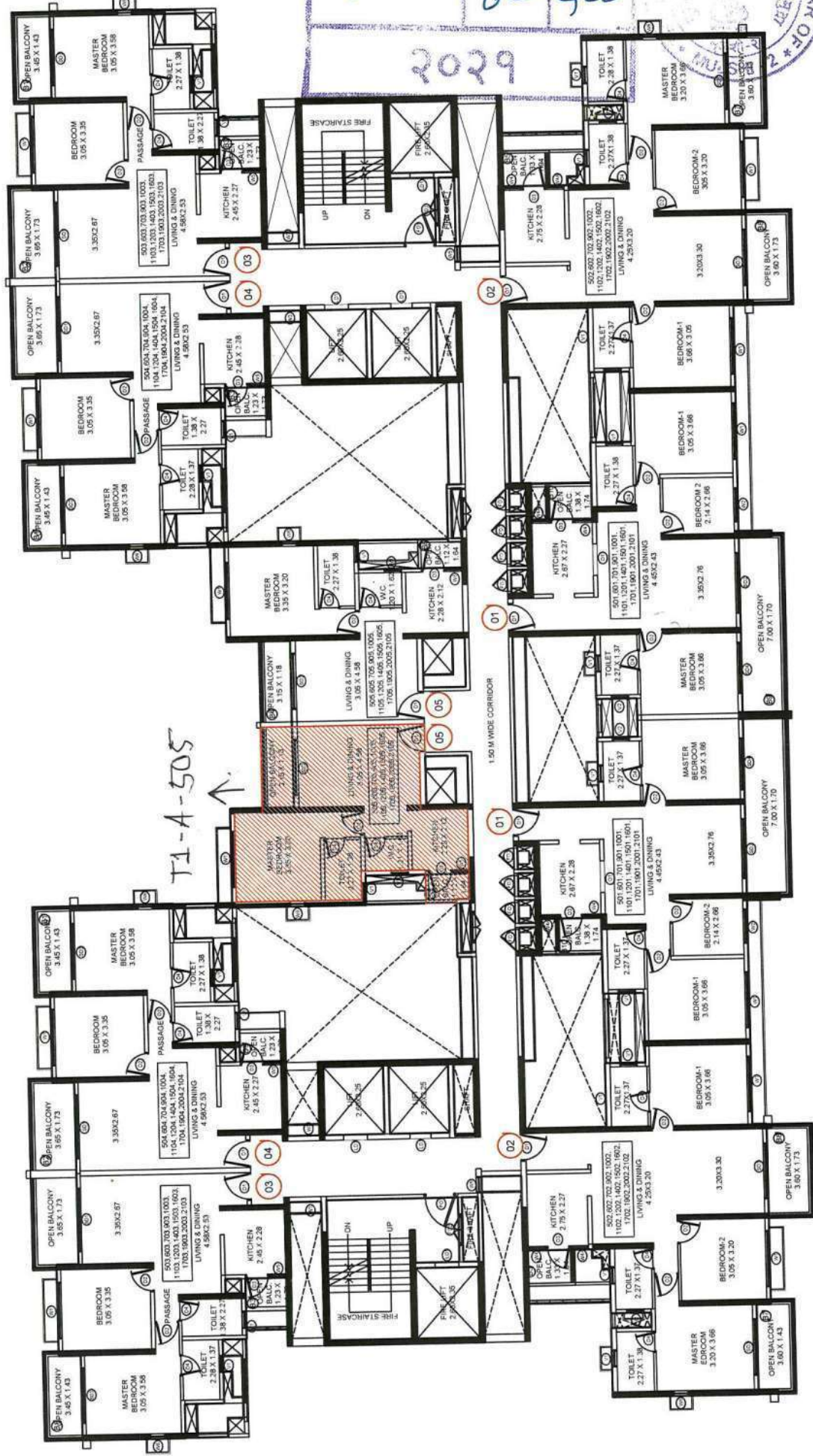




ANNEXTURE - A5.

T1-A-505

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४३५२ ६६ ९००  
२०२९

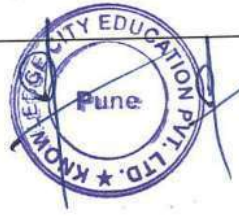
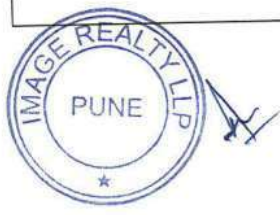


B-WING

TYPICAL 5TH TO 7TH, 9TH TO 12TH, 14TH TO 17TH, 19TH TO 21ST FLOOR PLAN  
(TOWER-1,2&3)

A-WING

Flat No. - 505,605,705,905,1005,1105,1205,1405,1505,1605,1705,1905,2005,2105  
(Tower 1 - Wing A)



Vishal D. Rajal



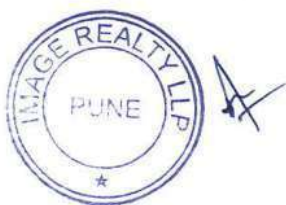








# ANNEXURE A - 7



Vishal D. Keyal

PROPOSED LANDUSE PLAN (PLU) OF OXFORD CITY TOWNSHIP AT VILLAGE LAVALE, TAL. MULSHI, PUNE

SHEET NO. 3

STAMP OF APPROVALS



म ल स - २

४३५२ ८९ ९००

२०२१

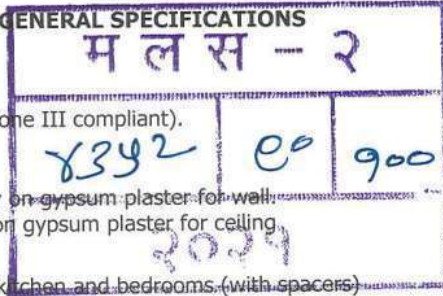


TABLE 3: PROJECT AREA STATEMENT

S. No.	CODE OF SECTOR	PLU AREA IN SQ. M.	IMPERMEABLE AREA IN SQ. M.	PERCENTAGE	PLU AREA IN HA.	PERCENTAGE
1	OCCE 1	83,282.14	8.35	0.01	20,817.27	0.02
	OCCE 2	15,385.64	2.84	0.02	3,916.00	0.04
	OCCE 3	18,116.49	1.87	0.01	4,604.00	0.05
	OCCE 4	6,851.37	0.70	0.01	1,712.00	0.02
	OCCE 5	44,071.79	4.80	0.01	11,218.00	0.14
	OCCE 6	33,817.31	3.06	0.01	7,703.00	0.10
	OCCE 7	21,491.05	2.48	0.01	6,217.00	0.08
	OCCE 8	11,568.41	1.11	0.01	2,781.00	0.03
	OCCE 9	12,008.04	1.02	0.01	2,551.00	0.03
	OCCE 10	14,336.19	1.44	0.01	3,584.00	0.04
	OCCE 11	84,426.75	8.84	0.01	21,851.00	0.27
	OCCE 12	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 13	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 14	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 15	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 16	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 17	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 18	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 19	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 20	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 21	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 22	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 23	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 24	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 25	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 26	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 27	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 28	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 29	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 30	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 31	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 32	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 33	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 34	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 35	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 36	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 37	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 38	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 39	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 40	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 41	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 42	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 43	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 44	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 45	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 46	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 47	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 48	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 49	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 50	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 51	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 52	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 53	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 54	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 55	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 56	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 57	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 58	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 59	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 60	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 61	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 62	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 63	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 64	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 65	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 66	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 67	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 68	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 69	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 70	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 71	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 72	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 73	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 74	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 75	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 76	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 77	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 78	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 79	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 80	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 81	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 82	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 83	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 84	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 85	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 86	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 87	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 88	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 89	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 90	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 91	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 92	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 93	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 94	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 95	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 96	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 97	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 98	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 99	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 100	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 101	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 102	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 103	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 104	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 105	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 106	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 107	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 108	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 109	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 110	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 111	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 112	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 113	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 114	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 115	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 116	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 117	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 118	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 119	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 120	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 121	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 122	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 123	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 124	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 125	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 126	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 127	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 128	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 129	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 130	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 131	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 132	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 133	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 134	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 135	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 136	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 137	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 138	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 139	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 140	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 141	31,524.05	3.19	0.01	7,925.00	0.10
	OCCE 14					





**ANNEXURE B: GENERAL SPECIFICATIONS****Structure**

- Earthquake resistant structure (Seismic Zone III compliant).

**Painting & Polishing**

- Branded acrylic emulsion paint with putty on gypsum plaster for wall.
- Branded oil bound distemper with putty on gypsum plaster for ceiling.

**Flooring**

- Vitrified flooring for living, dining, foyer, kitchen and bedrooms (with spacers)
- Rough textured ceramic flooring in balcony (with spacers)

**Common Areas**

- Elegant ground floor entrance lobby with flooring in granite
- Upper floors lobby - flooring in vitrified tiles
- Staircase - Kota flooring with OBD finished in ceiling and wall.
- 24x7 DG backup in common areas
- Lifts of reputed make.

**Toilet**

- Rough textured ceramic tiles flooring (with spacers) and ceramic tiles dado (with spacers) in all toilets up to false ceiling height.
- Granite counter-top with ceramic wash basin in master toilets and Wall-hung basin in all other toilets
- Sanitary ware (wash basin, EWC) in all toilets of Jaguar or equivalent make
- Concealed flush tanks for all toilets.
- All CP fittings (Diverter, taps, Health Faucet etc.) of Jaguar or equivalent make.
- Provision of electrical point and plumbing point for water heater in each toilet.
- Provision for exhaust fan
- Solar water connection in master bedroom toilet
- False ceiling in all toilets

**Main Door**

- Main door Shutter – Flush Door with:
  - o Outer Side: Melamine polish over Teak Veneer
  - o Inside: Laminate finish
- Main Door Frame - Red Miranti
- Reputed make Hardware

**Other Internal Doors**

- Red meranti door frames and flush door with laminate on both sides.
- Reputed make Hardware
- All toilets – Red meranti door frames and flush door with laminate on both sides.

**Windows & Grills**

- Powder coated aluminium sliding windows with aluminium mosquito mesh.
- Balconies with MS railings.

**Kitchen/Utility**

- Provision for water purifier
- Provision for washing machine in utility/Kitchen.
- Provision of Piped Gas in Kitchen (pass-on cost of approximately Rs 25000/- is applicable)
- Granite counter-top with single bowl SS sink and tiles dado up to 2 ft above the counter.

**Electrical**

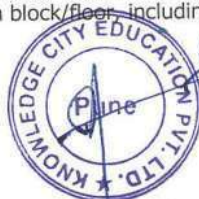
- Provision for conduit and socket plate for Cable TV in:
  - o 1BHK - Living Room and 1 Bedroom
  - o 2BHK – Living Room and 2 Bedrooms
  - o 3BHK – Living Room and 2 Bedrooms
  - o 3BHK Grande – Living Room and 3 Bedrooms
- Fire resistant copper wires of reputed make
- Branded modular switches.
- For safety, one Residual Current Circuit Breaker (RCCB) for every apartment
- Partial DG Power Back-up for Individual Apartment limited to loads of – 1BHK – 1KW; 2BHK –1.2KW; 3BHK – 1.5KW; 3BHK Grande – 1.5KW
- Provision for telephone points and broadband in living room.
- Provision for Split AC Units in living room and all bedrooms
- Provision for geyser in toilets

**Security Systems**

- Video door phone in all apartments.
- CCTV coverage at main entry of the complex and each tower reception lobby.
- CCTV inside the lifts.
- Gas leak detector in Kitchen

**Fire Safety**

- All apartments will have sprinkler and smoke detector system.
- Fire hydrant system in each block/floor, including external yard hydrants.



Vishal [Signature]





ANNEXURE D: LIST OF OUTGOINGS

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२०२१		



- (a) Insurance premium payable in respect of the Specified Land if any.
- (b) Expenses required for the day-to-day maintenance and management of the Tower/buildings such as lights in the passage and common areas, garden, watch and ward and other staff including towards maintenance and management of Club House.
- (c) Costs of cleaning and lighting the passages, landings, staircases and other parts of the Tower/buildings as enjoyed or used by the Purchaser/s in common as aforesaid.
- (d) Costs of salaries of Estate Executives, clerks, bills collectors, security staff (watchmen), sweepers, etc.
- (e) Costs of working and maintenance of water pumps and lights and service charges.
- (f) Sinking and other funds as may be determined by the Promoter.
- (g) Such other expenses and outgoings as may become necessary to be recovered in the discretion of the Promoter.
- (h) Electricity Meter Charges, Security deposits, electricity board/utilities for securing services for common area, etc.
- (i) Cost of working and maintenance of sewage.
- (j) Cost of working and maintenance of gardens, R.G. areas, and internal roads.
- (k) Cost of pest control, telephone, conveyance, printing and stationery and any other miscellaneous expenses.
- (l) Transportation Charges.
- (m) Taxes/levies/statutory charges, including but limited to municipal and other taxes, cesses, levies, land revenue, assessments as may be applicable from time to time.
- (n) Maintenance, repairs to the Tower, the compound, the compound walls, water pumps and electrical fittings, drainage and plumbing installations and fittings, etc.
- (o) Cost of keeping the Project Land/Specified Land clean and well lit.
- (p) Decorating and/or painting the exterior of the Tower and passages and staircases.
- (q) Water & Sewerage charges & taxes etc.
- (r) Rent & cost of water meter.
- (s) Cost of water supplied by water tankers.
- (t) All other outgoings due in respect of the Project Land/ Specified Land including those incurred for the exclusive benefit of a Purchaser and/or his tenement/unit.
- (u) Cost on time to time revision of Statutory / minimum wages of staff / security from guard board twice a year from Government body.
- (v) Cost on revision on electricity charges time to time and Diesel cost of running DGs if any.
- (w) Cost on maintaining Pool.
- (x) Cost of maintaining MLCP.



Vishal Raju





CONSENT LETTER OF THE PURCHASER

To,  
**IMAGE REALTY LLP**  
401, Phoenix, 4<sup>th</sup> Floor,  
Opp. Residency Club,  
Bund Garden Road,  
Pune - 411 001.

म ल स - २		
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२०२१		



Dear Sir/ Madam,

**Re:** Project known as Yahavi - Tower-1 - Oak, bearing MahaRERA Registration No. P52100028031 being developed on all that piece and parcel of land admeasuring 1114 square meters or thereabouts ("**Project Land**") which forms part of Sector OCR-09 being lands bearing (i) Gat No. 1171(Part) admeasuring 19891.20 square meters or thereabouts, (ii) Gat No. 1197(Part) admeasuring 334.62 square meters or thereabouts, and (iii) Gat No. 1265(Part) admeasuring 4292.22 square meters or thereabouts and admeasuring 24,518.05 square meters in the aggregate equivalent to approximately 6.06 Acres, situate lying and being at Village Lavale, Taluka Mulshi, District Pune ("**Specified Land**").

1. I/We are aware that Image Realty LLP ("**the Promoter**") is in the process of developing a residential building known as 'Yahavi - Tower-1 - Oak' on the Project Land and comprising of ground plus 18 floors ("**Project**") and which forms part of the larger project by the name of 'YAHAVI' being developed by the Promoter on the Specified Land.
2. I/We are also aware that the Project is registered with the Maharashtra Real Estate Regulatory Authority as a Real Estate Project having registration no. P52100028031, under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**RERA Act**") and the Rules framed thereunder.
3. I/We are the allottee(s) of the Flat No. 505, Wing 'A' admeasuring 41.24 square meters equivalent to 443.91 square feet (Flat carpet area) on Floor No. 5th of the Project ("**the said Premises**") and I/we have agreed to purchase the said Premises for the consideration and in the manner set out in the Allotment Letter dated -  
\_\_\_\_\_.
4. The Promoter has informed me/us that the Promoter is desirous of increasing the number of floors of the Project from Gr + 18 floors to Gr + 21 floors due to certain technical reasons. Accordingly, the Promoter proposes to amend the sanctioned plans to carry out such change and hence, have sought for my/our consent. The Promoter shall endeavour to complete and give possession of the Project on or before 30/06/2024 which is earlier then the present RERA possession date of 30/09/2025.
5. I/we have understood the exact nature and extent of the proposed amendment and accordingly, we hereby give our unconditional and irrevocable consent for the same.
6. I/We hereby state that this consent can be treated as an informed consent under the provisions of Section 14 of the RERA Act.

Yours truly,

Vishal D. Rajal

Address 204, 2nd Floor, Shree Kalash

E-mail address: Vishal.duraphe@outlook.com

Tel: 9920300303 / 9321127351

C.H.S. - Plot 10, Sec 19,  
Khandeshwar, Kamothie  
Navi Mumbai - 410209






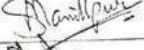

# Image Realty LLP

401, Phoenix Commercial Complex, CTS NO 14, Opp. Residency Club, Bund Garden Road,  
Pune - 411001. Maharashtra. Tel. : 91 22 67906142

EXTRACT OF RESOLUTION PASSED AT THE MEETING OF THE PARTNERS OF IMAGE REALTY LLP ("LLP") HELD ON 4<sup>th</sup> FEBRUARY 2021 AT 11.30 AM AT THE REGISTERED OFFICE AT 401, PHOENIX COMMERCIAL COMPLEX, CTS NO 14, BUND GARDEN ROAD, PUNE 411001

"RESOLVED THAT any one of the following persons be and is hereby jointly or severally authorized for and on behalf of Image Realty LLP ("LLP") to discuss and submit proposals with the prospective customers, to negotiate, finalize the price and to sale residential units, shops or commercial place in LLP's residential projects comprising of (1) YAHAVI-TOWER-1-OAK (2) YAHAVI-TOWER-2- PINE (3) YAHAVI-TOWER-3-TEAK ("Project Yahavi") on land bearing Gat No. 1265(Part), 1171(Part) and 1197(Part) of Village Lavale, Taluka Mulshi, District Pune., being part of the larger development known as VANAHA,"

RESOLVED FURTHER THAT any one of the following persons be and is hereby jointly or severally authorized for and on behalf of LLP to enter into, sign, execute and register the Agreements for Sale/Sale Deeds /Deed of Rectifications/Deed of Cancellation, applications, papers, documents, writings and other ancillary documents (as applicable) ("Agreements/ Deeds") with various customers and to do all such acts, matters, deeds and things incidental or ancillary and to take all steps, and give such directions as may be required, necessary, expedient or desirable for the purpose of sale of residential units in LLP's residential projects "Project Yahavi

S.No.	Name	Signature
1	Mr. Sunil George	
2	Mr. Swapnil Manikpure	
3	Anuk Kallithara	

RESOLVED FURTHER THAT for the purpose of registration of the Agreements/Deeds, any of the above-mentioned authorized signatories of the LLP be and is hereby severally authorized on behalf of the LLP, to appear before the Registrar or Sub-Registrar of Assurance or any other officer or authority having jurisdiction in that behalf and to present for registration, admit execution of the aforesaid Agreements/Deeds for the purpose of procuring and completing such registration, and to make and sign all such applications, papers, documents and writings and to do all such acts, deeds and things as may be necessary and expedient to give effect to this resolution.

RESOLVED FURTHER THAT the aforesaid power of registration of the Agreements/Deeds granted to above-mentioned authorized signatories of the LLP may further be delegated by them to such persons as may be deemed appropriate by them.

RESOLVED FURTHER THAT the authority granted to the aforesaid persons shall be valid and effective unless revoked earlier by the LLP or shall be exercisable by them so long as they are associated with the Business of the LLP.





Page 1 of 2

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# Image Realty LLP

401, Phoenix Commercial Complex, CTS NO 14, Opp. Residency Club, Bund Garden Road,  
Pune - 411001. Maharashtra. Tel. : 91 22 67906142

RESOLVED FURTHER THAT all acts, deeds, things, matters, etc. as afore-stated shall be deemed to be valid and enforceable only if they are consistent with the instant resolution as may be relevant in this case and that the LLP shall not be responsible for any acts beyond the scope of the afore-stated powers done by the aforesaid persons and such invalid, illegal acts, and acts done beyond the scope of powers granted in this Resolution shall not bind the LLP against any third parties or beyond any authorities in any manner and that the LLP shall not be answerable in that behalf.

RESOLVED FURTHER THAT a copy of the resolution duly certified by any one Partner of the LLP, be given to any one concerned or interested in the matter."

CERTIFIED TRUE COPY  
For IMAGE REALTY LLP



Partner  
Dated: 4<sup>th</sup> February 2021  
Place: Pune









आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

IMAGE REALTY LLP

01/01/2016

Permanent Account Number  
AAFFI5657L

25012016



आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

KNOWLEDGE CITY EDUCATION PRIVATE LIMITED

08/04/2004

Permanent Account Number  
AACCK3791K

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आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

ANU KOSHY KALLITHARA

KALLITHARA KANDATHIL KOSHY

24/05/1983

Permanent Account Number  
BAVPK9643M

Signature

Self Attested

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

NAKATE MANIK SHAMRAO

SHAMRAO BAPU NAKATE

01/06/1966

Permanent Account Number  
ACIPN5319B

Signature

*Manik Nakate*

Self Attested

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

KACHARE RAHUL SHREERANG

SHREERANG RAGUNATH KACHARE

14/07/1989

Permanent Account Number  
DGLPK4826C

Signature

*Rahul Kachare*

Self Attested



ADVOCATE  
Bar Council of  
Maharashtra & Goa  
HIGH COURT, BOMBAY



Name : NAWALE AMOL NATHURAM  
Residence : BEED, Dist. BEED  
Roll No. : MAH/2881/2016  
Enrolled On : 29-07-2016  
Date Of Birth : 02-12-1990  
155917 B0000064296

*Amol Nathuram*

CHAIRMAN





भारत सरकार  
Government of India

काजल विशाल दुराफे  
Kajal Vishal Duraphe  
जन्म तिथि/DOB: 07/05/1997  
महिला/ FEMALE

6025 3908 3161  
VID: 9194 0397 1564 5344

मेरा आधार, मेरी पहचान

भारत सरकार  
GOVERNMENT OF INDIA

विशाल बन्सीलाल दुराफे  
Vishal Bansilal Duraphe  
जन्म तारीख/ DOB: 08/03/1991  
पुरुष / MALE

3776 2657 4074

माझे आधार, माझी ओळख

भारतीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India

पता:  
W/O विशाल दुराफे, फ्लॉट नं-204, श्री कलश सी एच एस,  
प्लॉट नं-10, सेक्टर-19, कामोठे, पनवेल, रायगड,  
महाराष्ट्र - 410206

Address:  
W/O Vishal Duraphe, Flat No-204, Shree  
Kalash C H S, Plot No-10, Sector-19,  
Kamothe, Panvel, Raigarh,  
Maharashtra - 410206

6025 3908 3161  
VID: 9194 0397 1564 5344

भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:  
S/O बन्सीलाल दुराफे, सावित्रीबाई फुले  
मार्ग, वी९/६/७, ए, कॉलोनी, गौतम  
नगर, गोवंडी, शिवाजी नगर स.ओ, मुंबई,  
महाराष्ट्र - 400043

Address  
S/O Bansilal Duraphe,  
savitribai phule marg, B67/6/7  
,A, colony , gautam nagar  
,govandi, Shivaji Nagar S.O,  
Mumbai,  
Maharashtra - 400043

3776 2657 4074

1800 300 1947  
help@uidai.gov.in www.uidai.gov.in P.O. Box No. 1947,  
Bengaluru-560 001

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२०२१



आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card  
CJSPA0969B

नाम / Name  
KAJAL VISHAL DURAPHE

पिता का नाम / Father's Name  
DATTATRAY PRABHU ANDHALE

जन्म की तारीख /  
Date of Birth  
07/05/1997

हस्ताक्षर / Signature

17082018

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card  
AOXPD8812N

नाम / Name  
VISHAL BANSILAL DURAPHE

पिता का नाम / Father's Name  
BANSILAL KUNDLIK DURAPHE

जन्म की तारीख / Date of Birth  
08/03/1991

हस्ताक्षर / Signature

03102017

*Kajal*  
Self Attested

*Vishal D.*  
Self Attested





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४३५२	९७	१००
२०२१		



## यहावी

### घोषणापत्र


मी, राहुल कचरे याद्वारे घोषित करतो/करते की, सह दुय्यम निबंधक, मुळशी २ हिंजवडी पुणे यांच्या कार्यालयात करारनामा नोंदणीसाठी सादर करण्यात आलेला आहे. इमेज रियल्टी एलएलपी तर्फे अधिकृत स्वाक्षरीकार मि. सुनील जॉर्ज / मि. स्वप्नील माणिकपुरे/ मि. अनु कोशी काल्लीतरा यांनी दिनांक ०१/०३/२०२१ रोजीच्या व सह दुय्यम निबंधक, मुळशी २ हिंजवडी पुणे यांच्या कार्यालयात अनुक्रमांक ३६९९/२०२१ या नंबरी त्याच दिवशी नोंदविलेल्या कुलमुखत्यारपत्रान्वये सादरच्या करारनामा दस्तास कबुली जबाब दिलेला आहे. सादरचे कुलमुखत्यार पत्र इमेज रियल्टी एलएलपी तर्फे अधिकृत स्वाक्षरीकार मि. सुनील जॉर्ज / मि. स्वप्नील माणिकपुरे/ मि. अनु कोशी काल्लीतरा यांनी रद्द केलेले नाही अथवा अन्य कोणत्याही कारणामुळे कुलमुखत्यार रद्दबातल झालेले नाही. सादरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे.

दिनांक : ९/३/२०२१

राहुल कचरे





मूल्यांकन पत्रक ( प्रभाव क्षेत्र - बांधीव )		09 March 2021, 12:44:52 PM	
Valuation ID	202103093370	<b>म ल स - २</b>	
मूल्यांकनाचे वर्ष	2020	<div style="border: 1px solid black; padding: 5px;"> <p>५३५२</p> <p>१००</p> <p>२०२१</p> <p>सर्व्हे नंबर / न. भू. क्रमांक : 1171</p> </div>	
जिल्हा	पुणे		
तालुक्याचे नांव :	मुळशी		
गांवाचे नांव :	मोजे : लवळे		
प्रमुख मूल्य विभाग :	14		
उप मूल्य विभाग :	14.2		
क्षेत्राचे नांव	Influence Area		
<b>वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.</b>			
मूल्यदर	33060	मोजमापनाचे एकक चौ. मीटर	
<b>बांधीव क्षेत्राची माहिती</b>			
मिळकतीचे क्षेत्र -	50.281 चौ. मीटर	मिळकतीचा वापर -	निवासी सदनिका
बांधकामाचे वर्गीकरण -	1-आर सी सी	मिळकतीचे वय -	0 TO 2 वर्षे
उद्दवाहन सुविधा -	आहे	मजला -	Stilt floor Or Ground floor
Sale Type - First Sale		मिळकतीचा प्रकार - बांधीव	
Sale/Resale of built up Property constructed after circular dt.02/01/2018		मूल्यदर/बांधकामाचा दर- Rs.33060/-	
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर		=(वार्षिक मूल्यदर * घसा-यानुसार टक्केवारी)	
		=(33060 * (100 / 100 ))	
		= Rs.33060/-	
मजला निहाय घट/वाढ		= 100% of 33060 = Rs.33060/-	
Rules Applicable	3		
A)	मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र	
		= 33060 * 50.281	
		= Rs.1662289.86/-	
C)	बंदिस्त वाहन तळाचे क्षेत्र	12.5 चौ. मीटर	
	बंदिस्त वाहन तळाचे मूल्य	= 12.5 * ( 33060 * 25/100 )	
		= Rs.103312.5/-	
<b>एकत्रित अंतिम मूल्य</b>			
		= 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 + मेझनाईन मजला क्षेत्र मूल्य + बंदिस्त बाल्कनी	
		= A + B + C + D + E + F + G + H + I	
		= 1662289.86 + 0 + 103312.5 + 0 + 0 + 0 + 0 + 0 + 0	
		=Rs.1765602/-	

Home Print

**सह दुय्यम निबंधक**  
**श्रेणी - १, मुळशी - २**



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2009	
<del>Handwritten signature</del>	<del>Handwritten signature</del>
2 - 11 - 09	

453/4352

मंगळवार, 09 मार्च 2021 2:37 म.नं.

दस्त गोषवारा भाग-1

मलसर 821900  
दस्त क्रमांक: 4352/2021

दस्त क्रमांक: मलसर /4352/2021

बाजार मुल्य: रु. 17,65,602/-

मोबदला: रु. 34,95,238/-

भरलेले मुद्रांक शुल्क: रु.1,39,900/-

दु. नि. सह. दु. नि. मलसर यांचे कार्यालयात

पावती:4976

पावती दिनांक: 09/03/2021

अ. क्रं. 4352 वर दि.09-03-2021

सादरकरणाराचे नाव: विशाल बन्सीलाल दुराफे - -

रोजी 2:35 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2000.00

पृथांची संख्या: 100

एकुण: 32000.00

Vishald.

दस्त हजर करणाऱ्याची सही:

MLS2

मह दुय्यम निबंधक

दस्ताचा प्रकार: कसबुली - 2

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 क्रं. 1 09 / 03 / 2021 02 : 35 : 24 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 09 / 03 / 2021 02 : 36 : 19 PM ची वेळ: (फी)

MLS2  
मह दुय्यम निबंधक  
रोजी - 9, मुळशी - 2

प्रतिज्ञापत्र

सदर दस्ताऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. दस्तातील संपूर्ण मुद्रांक - 2 मजकुर, निष्पादक व्यक्ती, संपूर्ण मुद्रांक शुल्क भरलेल्या कागदपत्रांची आणि दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी खालील दस्त निष्पादक व कबुलाधारक हे संपूर्णपणे जबाबदार राहतील तेह न देणार

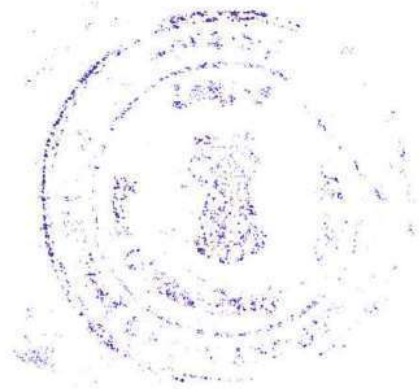


लिहून घेणार

*(Signature)*  
Dastgoshwara

Vishald.  
*(Signature)*





1. 1000  
2. 1000



दस्त गोपवारा भाग-2

मलमर ९९१९००  
दस्त क्रमांक:4352/2021

09/03/2021 2 43:57 PM

दस्त क्रमांक :मलमर/4352/2021

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मान्यता देणार -नॉलेज मिटी एजुकेशन प्रायव्हेट लिमिटेड तर्फे अधिकृत स्वाक्षरीकार मि.माणिक नकाते - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: 401 फोनिकस, वंड गार्डन रोड, पुणे, महाराष्ट्र, रोड नं: -, महाराष्ट्र, पुणे. पॅन नंबर:AACCK3791K	मान्यता देणार वय :-54 स्वाक्षरी:- <i>Manik</i>		
2	नाव:प्रमोटर - इमेज रियल्टी एल. एल. पी तर्फे अधिकृत स्वाक्षरीकार मि. अनु कोशी काल्लीतरा तर्फे नोंदणीकरिता कुलमुखत्यार राहुल कचरे - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: 401 फोनिकस, चौथा मजला अपोजिट रेसिडेन्सी क्लब, वंड गार्डन रोड, पुणे, रोड नं: -, महाराष्ट्र, पुणे. पॅन नंबर:AAFFI5657L	लिहून देणार वय :-31 स्वाक्षरी:- <i>R</i>		
3	नाव:विशाल बन्मीलाल दुराफे - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: 204, सेकंड फ्लोअर, श्री कलश सी एच एम, प्लॉट 10, सेक्टर 19, खांदेश्वर, कामोटे, न्यू मुंबई, महाराष्ट्र, इंडिया, रोड नं: -, महाराष्ट्र, AHMEDNAGAR. पॅन नंबर:AOPXD8812N	लिहून घेणार वय :-30 स्वाक्षरी:- <i>Vishal D</i>		
4	नाव:काजल विशाल दुराफे - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: 204, सेकंड फ्लोअर, श्री कलश सी एच एम, प्लॉट 10, सेक्टर 19, खांदेश्वर, कामोटे, न्यू मुंबई, महाराष्ट्र, इंडिया, रोड नं: -, महाराष्ट्र, AHMEDNAGAR. पॅन नंबर:CJSPA0969B	लिहून घेणार वय :-24 स्वाक्षरी:- <i>Kajal</i>		

वरील दस्तऐवज करून देणार तथाकथित करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिक्का क्र.3 ची वेळ:09 / 03 / 2021 02 : 42 : 09 PM

ओळख:-

मदर इमम दुय्यम निबंधक यांच्या ओळखीचे असून दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:अॅड. अमोल नवले - - वय:30 पत्ता:मदाशिव पेठ, पुणे पिन कोड:411030	<i>Amole</i> स्वाक्षरी	

शिक्का क्र.4 ची वेळ:09 / 03 / 2021 02 : 42 : 21 PM

शिक्का क्र.5 ची वेळ:09 / 03 / 2021 02 : 42 : 30 PM नोंदणी पुस्तक 1 मध्ये

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दुय्यम निबंधक

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Vishal Bansilal Duraphe	eChallan	69103332021030412907	MH012552450202021M	139900.00	SD	0006068349202021	09/03/2021
2		DHC		0903202100238	2000	RF	0903202100238D	09/03/2021
3	Vishal Bansilal Duraphe	eChallan		MH012552450202021M	3000	RF	0006068349202021	09/03/2021

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

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दिनांक:- ०२/०३/२०२१  
मुळशी-२  
सह दायम निबंधक शेर्गी-१

सह दायम निबंधक शेर्गी-१  
मुळशी-२

पहिले नंबरचे पुस्तकाचे  
३५३... नवरी नोंदला.

प्रमाणित करण्यात येते की  
या दस्तावेज  
एकूण... पाने आहेत



२०२१		
००६	०००	४३५२
२ - ४३५		



पुणे महानगर प्रदेश विकास प्राधिकरण, पुणे  
Pune metropolitan Region Development Authority, Pune

नवीन प्रशासकीय इमारत, आकुर्डी रेल्वे स्टेशन जवळ, पिंपरी - चिंचवड, पुणे ४११०४४

PUNEMETROPOLIS

New Administration Building, opp Akurdi Railway Station, Pimpri -chinchwad, Pune

Ph. No. : 020- 259 33 344 / 356 / 333 / फोन. नं. ०२०- २५९ ३३ ३४४/ ३५६ / ३३३ Email: [comm@pnrda.gov.in](mailto:comm@pnrda.gov.in)

अंतिम भोगवटा प्रमाणपत्र

( मंजूर विकास नियंत्रण व प्रोत्साहन नियमावलीतील नियम क्र.७.६ नुसार )

जा.क्र : वीएमयु/मौ.लवळे /स.नं.११७१ पै व इतर/सेक्टर ओसीआर -९/प्र.क्र.९७६/२०-२१ दि.२७/०६/२०२४  
२३००

प्रति,

में.इमेज रियल्टी तर्फे एल.एल.पी.तर्फे श्री.योगेश नाईक व इतर २  
पत्ता :- ४०१ फोनिक्स कॉम्प्लेक्स, सि.टी.एस १४, बंड गार्डन रोड, पुणे.

मौजे - लवळे तालुका - मुळशी, जिल्हा - पुणे, स.नं.- ११७१ व इतर मधील सेक्टर ओसीआर - ९ चे क्षेत्र:-  
२४५१८.०५ चौ.मी.या जागेवर सुधारित बांधकाम नकाशांना वीएमयु/मौ.लवळे /स.नं.११७१ पै व इतर/सेक्टर  
ओसीआर -९/प्र.क्र.९७६/२०-२१ दि.२६/०३/२०२१ रोजीचे बांधकाम परवानगी व प्रारंभ प्रमाणपत्रा अन्वये  
आपणास परवानगी देण्यात आली आहे.उपरोक्त परवानगी प्रमाणे आपण इमारतीचे बांधकाम पूर्ण केले असलेबाबत व  
भोगवटा प्रमाणपत्र मिळणेबाबत दि -२७/०५/२०२४ रोजी अर्ज केल्यावरून आपणास खालील इमारतीस सोबतच्या  
परिशिष्ट 'ब' मध्ये नमूद केलेले अटीस अधिन राहून भोगवटा करणेस संमती देण्यात येत आहे.

उपयोगात आणावयाच्या इमारतीचे वर्णन

अ.क्र.	इमारत क्र.	मंजूरीप्रमाणे	प्रत्यक्ष जागेवर	मजला	मंजूरी प्रमाणे सदनिका / शॉप्स एकूण संख्या					
					विंग-ए	विंग-बी				
१	टॉवर १	तळ + २१ मजले	तळ + २१	तळ मजला	००१ ते ००४	००१ ते ००४				
२				पहिला मजला	१०१ ते १०५	१०१ ते १०५				
३				दुसरा मजला	२०१ ते २०५	२०१ ते २०५				
४				तिसरा मजला	३०१ ते ३०५	३०१ ते ३०५				
५				चौथा मजला	४०१ ते ४०५	४०१ ते ४०५				
६	टॉवर २			तळ + २१ मजले	तळ + २१	पाचवा मजला	५०१ ते ५०५	५०१ ते ५०५		
७						सहावा मजला	६०१ ते ६०५	६०१ ते ६०५		
८	टॉवर ३					तळ + २१ मजले	तळ + २१	सातवा मजला	७०१ ते ७०५	७०१ ते ७०५
९								आठवा मजला	८०१ ते ८०५ व रिफ्युज	८०१ ते ८०५
१०								नववा मजला	९०१ ते ९०५	९०१ ते ९०५
११		तळ + २१ मजले	तळ + २१					दहावा मजला	१००१ ते १००५	१००१ ते १००५
१२								अकरावा मजला	११०१ ते ११०५	११०१ ते ११०५
१३								बारावा मजला	१२०१ ते १२०५	१२०१ ते १२०५
१४								तेरवा मजला	१३०१ ते १३०५ व रिफ्युज	१३०१ ते १३०५



१५				चौदावा मजला	१४०१ ते १४०५	१४०१ ते १४०५
१६				पंधरवा मजला	१५०१ ते १५०५	१५०१ ते १५०५
१७				सोळावा मजला	१६०१ ते १६०५	१६०१ ते १६०५
१८				सतरावा मजला	१७०१ ते १७०५	१७०१ ते १७०५
१९				अठरावा मजला	१८०१ ते १८०५ रिफ्युज	१८०१ ते १८०५
२०				एकोणिसावा मजला	१९०१ ते १९०५	१९०१ ते १९०५
२१				विसावा मजला	२००१ ते २००५	२००१ ते २००५
२२				एकविसावा मजला	२१०१ ते २१०५	२१०१ ते २१०५
२३				टॉवर क्र. १		२१८ सदनिका
				टॉवर क्र. २		२१८ सदनिका
				टॉवर क्र. ३		२१८ सदनिका
				टॉवर १, २ व ३ चे असे एकूण सदनिका		६५४ सदनिका
२४	पार्किंग टॉवर	तळ + ७	तळ + ७	पार्किंग टॉवर		पार्किंग टॉवर सोसायटी ऑफिस
				तळ मजला		१ ते १० शॉप, स्पा, टॉयलेट
		तळ + १	तळ + १	पहिला मजला		११ ते १९ शॉप, Lounge, टॉयलेट
	क्लब हाऊस	तळ + २	तळ + २	तळ मजला		Indoor Games, Squash Court, Pool Services
				पहिला मजला		Gym, Creche, टॉयलेट
				दुसरा मजला		Pantry, टॉयलेट
२५	क्लब हाऊस	तळ मजला	तळ मजला	तळ मजला		मल्टिपर्पज् हॉल, Pantry, Court Yard, Amenity Room १, टॉयलेट

( मा.महानगर आयुक्त यांच्या मान्यतेने )



  
महानगर आयुक्त  
तथा

मुख्य कार्यकारी अधिकारी ,

पुणे महानगर प्रदेश विकास प्राधिकरण, पुणेकरिता.

प्रत:- माहिती व आवश्यक कार्यवाहीसाठी.

ग्रामसेवक, मौजे - लवळे, तालुका- मुळशी, जिल्हा-पुणे. यांना माहितीसाठी व घरपट्टी आकारणीसाठी

पुणे महानगर प्रदेश विकास प्राधिकरण, पुणे यांचेकडील दि.२७/०६/२०२४ रोजीचे पत्र क्र.९७६/१९-२० सोबतचे

२३००

परिशिष्ट ' व '

1. अर्जदार /सदनिका धारक /गाळे धारक यांना उक्त इमारीतीमधील सामाईक जागा उदा.रेफूज एरिया , सामाईक पार्किंग, टॉप टेरेस इ.बंदिस्त करता येणार नाही .अथवा विकता येणार नाही .सदरचे क्षेत्र सर्व लोकांसाठी खुले ठेवणे अर्जदारावर बंधनकारक राहिल.
2. अर्जदार /सदनिका धारक यांना सदनिका लागतच दोन मजले उंचीचा टेरेस बंदिस्त करता येणार नाही .
3. रेखांकनातील रस्ते ,गटारे , खुली जागा इत्यादी अर्जदारांनी सदनिका वितरीत करण्यापूर्वी जागेवर स्वखर्चाने समाधानकारकरीत्या विकसित करणे आवश्यक आहे.
4. बांधकाम मंजूरीच्या आदेशातील तसेच अकृपिक परवानगी आदेशातील सर्व अटी व शर्ती अर्जदार/विकासक/जमीन मालक यांचेवर बंधनकारक राहतील.
5. प्रस्तुत प्रकल्पाकरिता आपण सादर केलेल्या प्रमाणपत्रात नमूद सक्षम प्राधिकरणाने / ग्रामपंचायतीने पिण्याच्या पाण्याचा पुरवठा न केल्यास या प्रकल्पाचे हस्तांतरणापूर्वी पिण्याच्या पाण्याची आवश्यक ती पूर्तता स्वखर्चाने करणे अर्जदार / जमीन मालक/ विकासक यांचेवर बंधनकारक राहिल.
6. पर्यावरण विभागाकडील State Environment Assessment Authority कडून Environment Clearance प्रमाणपत्र क्र. SIA/MH/MIS/२४५३२२/२०२१.दि.१३/०५/२०२२ अन्वये प्रमाणपत्र प्राप्त आहे. त्या मधील अटी व शर्तीचे पालन करणे जमीन मालक / विकासक यांचेवर बंधनकारक आहे .
7. केंद्र शासनाच्या Ministry Of Aviation ची अधिसूचना क्र.G.S.R.७५१ (E) दि. ३०/०९/२०१५ अन्वये इमारतीच्या उंचीवर बंधने घालण्यात आलेली आहेत.AVIATION विभागाकडील ना - हरकत प्रमाणपत्र SWAC/S २५५१/४/१ ATC दि.१४-१०-२०१९ अन्वये प्राप्त आहे. त्या मधील अटी व शर्तीचे पालन करणे जमीन मालक / विकासक यांचेवर बंधनकारक आहे .
8. महाराष्ट्र प्रदूषण विकास महामंडळ यांचेकडील Consent to Esatablish क्र.Format1.0/CAC-CELL/UAN NO.०००००६६७१०CE/CAC-१९१००००५०२,दि.१०/१०/२०१९ रोजीचे सादर केलेले आहे.त्या मधील अटी व शर्ती अर्जदार /विकासक / जमीन मालक यांचेवर बंधनकारक राहिल तसेच Consent to operate क्र. Format1.0/CAC-CELL/UAN No.००००१७८/७७/CR/२४०१००१८१७ दि .१५/०१/२०२४ अन्वये Consent to operate प्राप्त आहे. त्या मधील अटी व शर्ती अर्जदार /विकासक / जमीन मालक यांचेवर बंधनकारक राहिल.
9. मुख्य अग्निशमन अधिकारी,पुणे महानगर प्रदेश विकास प्राधिकरण यांचेकडील अंतिम अग्निशमन ना हरकत प्रमाणपत्र FFM/९०/२०२४-२५ , दि.१०/०६/२०२४ मधील अटी व शर्तीचे पालन करणे जमीन मालक / विकासक यांचेवर बंधनकारक आहे .
10. सदर प्रकरणी अर्जदार यांनी वाढीव विकास शुल्क ADEVF/६९९ अन्वये रक्कम रुपये ४८,२९,१५०/-,दि.२६/०६/२०२४ रोजी चलन क्र.LWCS/५६७ अन्वये रक्कम रुपये २८१५४३०/- (३३%) इ. चलनांचा भरणा केला आहे.
11. प्रस्तुत जमिनीवर भविष्यात छाननी शूल्क, प्रिमीयम शूल्क, विकास शूल्क, व कामगार कल्याण उपकर इत्यादी वावतच्या रक्कमेची बाकी उद्भवल्यास सदर रक्कम प्राधिकरणाकडे जमा करणे विकासक यांचेवर बंधनकारक राहिल.

( मा.महानगर आयुक्त यांच्या मान्यतेने )



महानगर आयुक्त  
तथा

मुख्य कार्यकारी अधिकारी ,

पुणे महानगर प्रदेश विकास प्राधिकरण,पुणेकरिता.





पुणे महानगर प्रदेश विकास प्राधिकरण, पुणे  
Pune metropolitan Region Development Authority, Pune

नवीन प्रशासकीय इमारत, आकुर्डी रेल्वे स्टेशन जवळ, पिंपरी - चिंचवड, पुणे ४११०४४

PUNEMETROPOLIS

New Administration Building, opp Akurdi Railway Station, Pimpri -chinchwad, Pune

Ph. No. : 020- 259 33 344 / 356 / 333 / फोन. नं. ०२०- २५९ ३३ ३४४/ ३५६ / ३३३ Email: [comm@pmrda.gov.in](mailto:comm@pmrda.gov.in)

अंतिम भोगवटा प्रमाणपत्र

( मंजूर विकास नियंत्रण व प्रोत्साहन नियमावलीतील नियम क्र.७.६ नुसार )

जा.क्र : वीएमयु/मौ.लवळे /स.नं.११७१ पै व इतर/सेक्टर ओसीआर -९/प्र.क्र.९७६/२०-२१ दि.२७/०६/२०२४  
२३००

प्रति,

में.इमेज रियल्टी तर्फे एल.एल.पी.तर्फे श्री.योगेश नाईक व इतर २  
पत्ता :- ४०१ फोनिक्स कॉम्प्लेक्स, सि.टी.एस १४, बंड गार्डन रोड, पुणे.

मौजे - लवळे तालुका - मुळशी, जिल्हा - पुणे, स.नं.- ११७१ व इतर मधील सेक्टर ओसीआर - ९ चे क्षेत्र:-  
२४५१८.०५ चौ.मी.या जागेवर सुधारित बांधकाम नकाशांना वीएमयु/मौ.लवळे /स.नं.११७१ पै व इतर/सेक्टर  
ओसीआर -९/प्र.क्र.९७६/२०-२१ दि.२६/०३/२०२१ रोजीचे बांधकाम परवानगी व प्रारंभ प्रमाणपत्रा अन्वये  
आपणास परवानगी देण्यात आली आहे.उपरोक्त परवानगी प्रमाणे आपण इमारतीचे बांधकाम पूर्ण केले असलेबाबत व  
भोगवटा प्रमाणपत्र मिळणेबाबत दि -२७/०५/२०२४ रोजी अर्ज केल्यावरून आपणास खालील इमारतीस सोबतच्या  
परिशिष्ट 'ब' मध्ये नमूद केलेले अटीस अधिन राहून भोगवटा करणेस संमती देण्यात येत आहे.

उपयोगात आणावयाच्या इमारतीचे वर्णन

अ.क्र.	इमारत क्र.	मंजूरीप्रमाणे	प्रत्यक्ष जागेवर	मजला	मंजूरी प्रमाणे सदनिका / शॉप्स एकूण संख्या					
					विंग-ए	विंग-बी				
१	टॉवर १	तळ + २१ मजले	तळ + २१	तळ मजला	००१ ते ००४	००१ ते ००४				
२				पहिला मजला	१०१ ते १०५	१०१ ते १०५				
३				दुसरा मजला	२०१ ते २०५	२०१ ते २०५				
४				तिसरा मजला	३०१ ते ३०५	३०१ ते ३०५				
५				चौथा मजला	४०१ ते ४०५	४०१ ते ४०५				
६	टॉवर २			तळ + २१ मजले	तळ + २१	पाचवा मजला	५०१ ते ५०५	५०१ ते ५०५		
७						सहावा मजला	६०१ ते ६०५	६०१ ते ६०५		
८	टॉवर ३					तळ + २१ मजले	तळ + २१	सातवा मजला	७०१ ते ७०५	७०१ ते ७०५
९								आठवा मजला	८०१ ते ८०५ व रिफ्युज	८०१ ते ८०५
१०								नववा मजला	९०१ ते ९०५	९०१ ते ९०५
११		तळ + २१ मजले	तळ + २१					दहावा मजला	१००१ ते १००५	१००१ ते १००५
१२								अकरावा मजला	११०१ ते ११०५	११०१ ते ११०५
१३								बारावा मजला	१२०१ ते १२०५	१२०१ ते १२०५
१४								तेरवा मजला	१३०१ ते १३०५ व रिफ्युज	१३०१ ते १३०५

१५				चौदावा मजला	१४०१ ते १४०५	१४०१ ते १४०५
१६				पंधरवा मजला	१५०१ ते १५०५	१५०१ ते १५०५
१७				सोळावा मजला	१६०१ ते १६०५	१६०१ ते १६०५
१८				सतरावा मजला	१७०१ ते १७०५	१७०१ ते १७०५
१९				अठरावा मजला	१८०१ ते १८०५ रिफ्युज	१८०१ ते १८०५
२०				एकोणिसावा मजला	१९०१ ते १९०५	१९०१ ते १९०५
२१				विसावा मजला	२००१ ते २००५	२००१ ते २००५
२२				एकविसावा मजला	२१०१ ते २१०५	२१०१ ते २१०५
२३				टॉवर क्र. १		२१८ सदनिका
				टॉवर क्र. २		२१८ सदनिका
				टॉवर क्र. ३		२१८ सदनिका
				टॉवर १, २ व ३ चे असे एकूण सदनिका		६५४ सदनिका
२४	पार्किंग टॉवर	तळ + ७	तळ + ७	पार्किंग टॉवर		पार्किंग टॉवर सोसायटी ऑफिस
				तळ मजला		१ ते १० शॉप, स्पा, टॉयलेट
		तळ + १	तळ + १	पहिला मजला		११ ते १९ शॉप, Lounge, टॉयलेट
	क्लब हाऊस	तळ + २	तळ + २	तळ मजला		Indoor Games, Squash Court, Pool Services
				पहिला मजला		Gym, Creche, टॉयलेट
				दुसरा मजला		Pantry, टॉयलेट
२५	क्लब हाऊस	तळ मजला	तळ मजला	तळ मजला		मल्टिपर्पज् हॉल, Pantry, Court Yard, Amenity Room १, टॉयलेट

( मा.महानगर आयुक्त यांच्या मान्यतेने )



  
महानगर आयुक्त  
तथा

मुख्य कार्यकारी अधिकारी ,

पुणे महानगर प्रदेश विकास प्राधिकरण, पुणेकरिता.

प्रत:- माहिती व आवश्यक कार्यवाहीसाठी.

ग्रामसेवक, मौजे - लवळे, तालुका- मुळशी, जिल्हा-पुणे. यांना माहितीसाठी व घरपट्टी आकारणीसाठी



पुणे महानगर प्रदेश विकास प्राधिकरण, पुणे यांचेकडील दि.२७/०६/२०२४ रोजीचे पत्र क्र.९७६/१९-२० सोबतचे

२३००

परिशिष्ट ' व '

1. अर्जदार /सदनिका धारक /गाळे धारक यांना उक्त इमारीतीमधील सामाईक जागा उदा.रेफूज एरिया , सामाईक पार्किंग, टॉप टेरेस इ.बंदिस्त करता येणार नाही .अथवा विकता येणार नाही .सदरचे क्षेत्र सर्व लोकांसाठी खुले ठेवणे अर्जदारावर बंधनकारक राहिल.
2. अर्जदार /सदनिका धारक यांना सदनिका लागतच दोन मजले उंचीचा टेरेस बंदिस्त करता येणार नाही .
3. रेखांकनातील रस्ते ,गटारे , खुली जागा इत्यादी अर्जदारांनी सदनिका वितरीत करण्यापूर्वी जागेवर स्वखर्चाने समाधानकारकरीत्या विकसित करणे आवश्यक आहे.
4. बांधकाम मंजूरीच्या आदेशातील तसेच अकृपिक परवानगी आदेशातील सर्व अटी व शर्ती अर्जदार/विकासक/जमीन मालक यांचेवर बंधनकारक राहतील.
5. प्रस्तुत प्रकल्पाकरिता आपण सादर केलेल्या प्रमाणपत्रात नमूद सक्षम प्राधिकरणाने / ग्रामपंचायतीने पिण्याच्या पाण्याचा पुरवठा न केल्यास या प्रकल्पाचे हस्तांतरणापूर्वी पिण्याच्या पाण्याची आवश्यक ती पूर्तता स्वखर्चाने करणे अर्जदार / जमीन मालक/ विकासक यांचेवर बंधनकारक राहिल.
6. पर्यावरण विभागाकडील State Environment Assessment Authority कडून Environment Clearance प्रमाणपत्र क्र. SIA/MH/MIS/२४५३२२/२०२१.दि.१३/०५/२०२२ अन्वये प्रमाणपत्र प्राप्त आहे. त्या मधील अटी व शर्तीचे पालन करणे जमीन मालक / विकासक यांचेवर बंधनकारक आहे .
7. केंद्र शासनाच्या Ministry Of Aviation ची अधिसूचना क्र.G.S.R.७५१ (E) दि. ३०/०९/२०१५ अन्वये इमारतीच्या उंचीवर बंधने घालण्यात आलेली आहेत.AVIATION विभागाकडील ना - हरकत प्रमाणपत्र SWAC/S २५५१/४/१ ATC दि.१४-१०-२०१९ अन्वये प्राप्त आहे. त्या मधील अटी व शर्तीचे पालन करणे जमीन मालक / विकासक यांचेवर बंधनकारक आहे .
8. महाराष्ट्र प्रदूषण विकास महामंडळ यांचेकडील Consent to Esatablish क्र.Format1.0/CAC-CELL/UAN NO.०००००६६७१०CE/CAC-१९१००००५०२,दि.१०/१०/२०१९ रोजीचे सादर केलेले आहे.त्या मधील अटी व शर्ती अर्जदार /विकासक / जमीन मालक यांचेवर बंधनकारक राहिल तसेच Consent to operate क्र. Format1.0/CAC-CELL/UAN No.००००१७८/७७/CR/२४०१००१८१७ दि .१५/०१/२०२४ अन्वये Consent to operate प्राप्त आहे. त्या मधील अटी व शर्ती अर्जदार /विकासक / जमीन मालक यांचेवर बंधनकारक राहिल.
9. मुख्य अग्निशमन अधिकारी,पुणे महानगर प्रदेश विकास प्राधिकरण यांचेकडील अंतिम अग्निशमन ना हरकत प्रमाणपत्र FFM/९०/२०२४-२५ , दि.१०/०६/२०२४ मधील अटी व शर्तीचे पालन करणे जमीन मालक / विकासक यांचेवर बंधनकारक आहे .
10. सदर प्रकरणी अर्जदार यांनी वाढीव विकास शुल्क ADEVF/६९९ अन्वये रक्कम रुपये ४८,२९,१५०/-,दि.२६/०६/२०२४ रोजी चलन क्र.LWCS/५६७ अन्वये रक्कम रुपये २८१५४३०/- (३३%) इ. चलनांचा भरणा केला आहे.
11. प्रस्तुत जमिनीवर भविष्यात छाननी शूल्क, प्रिमीयम शूल्क, विकास शूल्क, व कामगार कल्याण उपकर इत्यादी वावतच्या रक्कमेची बाकी उद्भवल्यास सदर रक्कम प्राधिकरणाकडे जमा करणे विकासक यांचेवर बंधनकारक राहिल.

( मा.महानगर आयुक्त यांच्या मान्यतेने )



महानगर आयुक्त  
तथा

मुख्य कार्यकारी अधिकारी ,

पुणे महानगर प्रदेश विकास प्राधिकरण,पुणेकरिता.